

SETTLEMENT AGREEMENT AND GENERAL RELEASE

This Settlement Agreement and General Release (hereinafter referred to as the "Agreement") is made by and among the Board of Education of Community Unit School District 200, DuPage County, Illinois ("Employer") and Ms. Amanda Lyons ("Employee"). At times herein, the Employer and Employee are referred to as "Parties."

WHEREAS, on February 15, 2023, Employee notified Employer that she would be resigning effective June 1, 2023 and such resignation was accepted by Employer; and

AL *ON February 10th,*
WHEREAS, ~~thereafter~~ Employee filed charges of discrimination and retaliation against Employer and Employer's agents, in the following matters: 2023CF1630 and 2023 CN1631 pending before the Illinois Department of Human Rights ("IDHR") and cross-filed with the EEOC as 21BA30924; and

WHEREAS, Employer disputes and denies the claims made by or otherwise raised by Employee, and Employee and Employer desire to resolve the disputes without resort to further litigation or proceedings; and

NOW, THEREFORE, in consideration of the foregoing and in consideration of the terms, covenants, promises and conditions set forth below, the Parties agree as follows:

1. **No Admission of Fault or Liability.** It is understood and agreed by the Parties that this Agreement represents a compromise settlement of disputed claims, and that the promises and payment in consideration of this Agreement shall not be construed to be an admission of any fault, liability, or wrongdoing by any party to any other party or to any other person. Employer denies and Employee denies the allegations made by the other party.

2. **Payments.** Employer agrees that within twenty-one (21) calendar days of the Employer's execution of this agreement and Employer's receipt of: (i) this Agreement executed by the Employee; and (ii) an IRS W-9 Form executed by the Employee, Employer will pay a total

of Two Thousand Dollars and 00 Cents (\$2,000.00) (the "Settlement Proceeds"), which shall be mailed to Employee at the address provided on her W-9 form. Employer makes no representations or warranties with respect to the tax consequences or tax liability, or with respect to pension consequences, arising from the payments made.

3. **Workplace Training.** Employer commits that the building administration at Employee's former work assignment will participate in one (1) training provided by the IDHR and selected by Employer from the list of options available from the training portal on the IDHR's website the Illinois Department of Human Rights.

4. **Letter of Reference.** Within twenty-one (21) calendar days following the execution of both Parties, Employer's Superintendent, Dr. Jeffrey Schuler, will produce a letter of reference to Employee.

5. **Withdrawal of Legal Proceedings.** Within seven (7) days after Employer delivers the Settlement Proceeds, Employee shall withdraw her IDHR charges and agrees not request separate investigation by the EEOC.

6. **General Release and Waiver and Covenant Not To Sue.**

a) Employee warrants that Employee has filed no other charges or claims of any nature pending in any federal, state, municipal or administrative agency, court or tribunal against Employer which are not identified above. In exchange for the consideration described in this Agreement, Employee agrees to forever waive, release, and discharge Employer, including Employer's Board members, successors, predecessors, divisions, subsidiaries and affiliates, foundations and, collectively, its officers, employees, attorneys, insurers, fiduciaries, and other legal representatives, including all of the foregoing in their individual and official capacities (collectively referred to as "the Released Parties"), from the following: the IDHR charge and any and all other claims, actions, causes of action, obligations for damages (including, but not limited

to, compensatory, exemplary, and punitive damages), losses, expenses, attorneys' fees or costs, back pay, loss of earnings, debts, reinstatement and any and all other demands which Employee may have or had against the Released Parties, including without limitation any claims arising out of the Employee's employment relationship with Employer, to the effective date of this Agreement. Employee further agrees that, at no point in the future, she will seek reemployment with Employer.

b) Nothing contained in this Agreement shall be construed as abridging the employee's right to participate in any charge of discrimination with the EEOC, IDHR or any state, county or municipal agency charged with investigating employment discrimination or civil rights claims. Employee agrees, in the event that Employee may be involuntarily included in any administrative charge or investigation or may be a member of a class discrimination charge not commenced by Employee, to waive any right to monetary or injunctive recovery should any administrative or governmental agency or any other person or entity, pursue any claims on Employee's behalf against the persons or entities covered by the release of this Agreement.

c) In addition, Employee agrees never to sue the Released Parties in any forum for any claim covered by the waiver and release language contained in this Agreement. If the Employee violates this Agreement by suing any of the Released Parties, and should a court of competent jurisdiction determines that such litigation violates the provisions of this Agreement, the Employee shall be liable to Employer for all of its costs and attorneys' fees, as determined by a court of competent jurisdiction, in defending such litigation, in addition to any other relief the Court deems appropriate and just. Nothing in this sub-paragraph (c) is intended to apply to any action filed by Employee to enforce the terms of this Agreement.

7. **Other Claims.** The Employee represents and warrants that Employee possesses no other claims against any of the Released Parties. Employee agrees that Employee has been

compensated for all wages to date in accordance with state and federal wage and hour laws and that Employee is not aware of any facts that exist giving rise to a claim based on wages.

8. **Entire Agreement/Severability.** This Agreement constitutes and contains the entire settlement and understanding between the Parties concerning the subject matter of this Agreement, and supersedes all prior negotiations, proposed agreements, promises or understandings, if any, among the Parties concerning any of the provisions of this document. The Parties agree that if any provision of this Agreement or application thereof is held to be invalid, the invalidity shall not affect the validity and enforceability of any other provisions or applications of this Agreement.

9. **Binding and Contractual Nature of Agreement.** This Agreement shall be binding upon the Parties and their heirs, assigns, administrators, executors, beneficiaries, legal representatives, affiliates, subsidiaries, parents and successors of all Parties and shall inure to the benefit of all Parties or their heirs, assigns, administrators, executors, beneficiaries, legal representatives, affiliates, subsidiaries, parents and successors.

10. **Enforcement of Agreement.** The Parties acknowledge and agree that, if any party breaches this Agreement, as determined by a court of competent jurisdiction, the non-breaching party may file an action for breach of contract against such breaching party, in addition to any other available remedies. In such an event, the non-prevailing party shall be obligated to pay to the prevailing party its court costs and reasonable attorney's fees as determined by the Court incurred in enforcing this Agreement. The Parties agree that prior to initiating an action for breach of contract for any provision of this Agreement excluding Paragraph 7, the non-breaching party shall provide at least seven (7) days written notice to the breaching party and last-known counsel of the breaching party in order to allow the breaching party the opportunity to cure the breach.

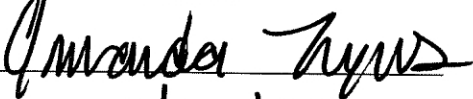
11. **Interpretation and Governing Law.** This Agreement shall be interpreted in accordance with the plain meaning of its terms and not strictly for or against any of the Parties. This Agreement is made and entered into in the State of Illinois, and shall in all respects be interpreted, enforced and governed by and under the laws of the State of Illinois. For the enforcement of this Agreement, the Parties consent to personal jurisdiction in the appropriate state or federal court in the State of Illinois.

12. **Execution of Agreement.** This Agreement may be executed in one or more counterparts, and/or by electronic .pdf format or facsimile signature, each of which shall be deemed an original and all of which shall constitute one and the same Agreement. Facsimiles or photo static copies of the agreement will act as originals.

**THE UNDERSIGNED HAVE READ THE FOREGOING SETTLEMENT
AGREEMENT AND RELEASE, FULLY UNDERSTAND IT AND
VOLUNTARILY AGREE TO IT.**

AGREED TO BY:

AMANDA LYONS:



Date: 11/13/23

BOARD OF EDUCATION OF
COMMUNITY UNIT
SCHOOL DISTRICT #200:

By: _____

Title: _____

Date: _____