

SETTLEMENT AGREEMENT

This Agreement, entered into this ____ day of _____, 2019, by and between the Board of Education of Decatur Public School District No. 61 (“Board” or “District”), Julie Fane (“Fane”), and Angela Curry (“Curry”);

WITNESSETH:

WHEREAS, Curry was employed by the Board as a teacher on or about August 14, 2014; and

WHEREAS, on or about March 15, 2016, the Board adopted a resolution concluding that Curry’s employment would not be renewed for the 2016-2017 school term; and

WHEREAS, on or about October 18, 2017, Curry filed a Complaint against the District and Fane in the United States District Court, Central District of Illinois, Case No. 2:17-cv-02241-CSB-EIL, alleging that her nonrenewal had been caused by her leave of absence pursuant to the Family and Medical Leave Act of 1993; and

WHEREAS, the Board and Fane have denied, and continue to deny, any wrongdoing in connection with the nonrenewal of Curry; and

WHEREAS, the Board, Fane, and Curry recognize that further litigation would be tedious and expensive for all concerned; and

WHEREAS, it is the express intention and desire of the parties to compromise all claims, whether known or unknown, anticipated or unanticipated, liquidated or unliquidated, and to resolve all past and present differences between them; and

WHEREAS, the parties have reached mutually acceptable terms for such resolution and desire to memorialize the same in writing;

NOW, THEREFORE, in consideration of the premises and the mutual promises,

covenants, and agreements contained herein, and for other valuable consideration, the receipt and sufficiency is hereby acknowledged, the parties agree as follows:

1. **Incorporation of Preambles.** The parties hereby find that all of the recitals contained in the preambles to this agreement are full, true and correct and do incorporate them into this agreement by this reference.

2. **Dismissal of Complaint.** Curry shall, upon receipt of consideration set forth in Paragraph 4 hereof, cause the Complaint heretofore filed with the United States District Court, Central District of Illinois, Case No. 2:17-cv-02241-CSB-EIL, to be dismissed, with prejudice. Each party shall be responsible for her or its own attorney's fees and costs.

3. **Release of the Board and Julie Fane by Curry.** Curry hereby agrees to and does for herself and her heirs, executors, administrators, successors and assigns, and each of them, release, remit, remise, acquit and forever discharge the Board, its members (past, present and future), and its employees, agents, successors and assigns, Decatur Public School District No. 61, and Julie Fane from any and all matters of action and causes of action, grievances, unfair labor practice charges and charges, complaints, rights or claims of rights, debts, dues, damages, liabilities, costs, claims, controversies, demands, torts, contracts, agreements, guarantees, indebtedness, obligations, expenses, accountings, warranties and choses in action, in law or in equity, of every nature and description, suspected or unsuspected, latent or patent, which she now has or has had against the foregoing persons by reason of or in respect to any right, act, omission, cause, duty, injury, matter or thing that may have or has arisen between the parties at any time prior to the execution of this Agreement, including anything which may have arisen out of the employment, work, or employment relationship of Curry, Fane, and Decatur Public School District No. 61, whether known or unknown, suspected or unsuspected, latent or patent, which

she has or has at any time heretofore owned or held against the aforesaid parties and including but not limited to:

(a) Any claim, action, cause of action or liability arising under the Civil Rights Act of 1964, as amended, the Illinois Human Rights Act or any or all other federal, state or municipal employment discrimination statute, regulation or ordinance (including but not limited to those claims based upon gender, race, religion, national origin, sexual orientation, handicap, disability or retaliation); and

(b) Any claim, action, cause of action or liability arising under any other federal, state or local statute, law, ordinance or regulation; and

(c) Any and all claims and rights she may have under the Americans With Disabilities Act; and

(d) Any and all claims and rights arising under the Illinois Wage Payment and Collection Act.

Nothing in this Settlement Agreement shall constitute a release of Curry's rights that are prohibited by law from being released by this Agreement. Further, nothing herein shall prohibit any party from enforcing the terms of this Agreement.

4. **Consideration.** In consideration of Curry's waiver of claims, as set forth in Paragraph 3 hereof, the District shall pay to Curry the total sum of Forty-Two Thousand Five Hundred Dollars and 00/100 Dollars (\$42,500.00), no later than twenty-one (21) days after the execution of this Agreement by all parties. Said payment shall be made to Angela Curry in care of her attorneys Baker, Baker & Krajewski, LLC. Such payment is not for nor is it in any way related to the wages of Curry; and Curry and the District expressly deny any claim of wages, but rather represent that this amount represents damages paid in settlement of contested claims. In

the event that the Internal Revenue Service, the Illinois Department of Revenue or the Teachers' Retirement System assesses any taxes or contributions on this payment, or such entity assesses or asserts the right to any payment of taxes, contribution or assessment, or interest or penalties, Curry shall be solely and exclusively liable for the payment of said taxes or contributions, or shall reimburse the District for the same.

5. **Future Employment.** Curry represents, warrants and agrees that she shall not submit an application for employment to the Board or any entity affiliated with the District, and that in the event such an application shall be made by Curry, the Board shall be entitled to rely on this Agreement as a legitimate, non-discriminatory and non-retaliatory reason not to hire Curry. The parties agree that in the event the Board is solicited by a prospective employer of Curry's, the Board may only provide such prospective employer Curry's job title as of the date of nonrenewal, the dates of Curry's employment and may further indicate that Curry is eligible for hire. The District shall also provide any records allowable under the Illinois Freedom of Information Act, 5 ILCS 140/1 *et seq.*, upon such request.

6. **No Admission.** It is understood that this Agreement is the compromise of the disputed claims and that the undertakings and agreements set forth herein are not to be construed as an admission of liability or wrongdoing by or on the part of any party by whom liability or wrongdoing is expressly denied. This Agreement may not be introduced in any proceeding or matter as evidence of admission of wrongdoing, or culpability or of the validity of any claims, whether asserted or unasserted.

7. **No Precedent.** This Agreement shall not establish a precedent of any kind as to any issue addressed herein and shall be disregarded as guidance for future disagreements of similar nature or kind.

8. **Confidentiality.** The terms of this Agreement will be kept confidential except as may be required by state or federal law.

9. **Release of Curry by the Board and Julie Fane.** The Board, its members (past, present and future), Decatur Public School District No. 61, and Julie Fane hereby agree to and does release, remit, remise, acquit and forever discharge Curry and her heirs, executors, administrators, successors and assigns, and each of them, from any and all matters of action and causes of action, grievances, unfair labor practice charges and charges, complaints, rights or claims of rights, debts, dues, damages, liabilities, costs, claims, controversies, demands, torts, contracts, agreements, guarantees, indebtedness, obligations, expenses, accountings, warranties and choses in action, in law or in equity, of every nature and description, suspected or unsuspected, latent or patent, which it now has or has had against the foregoing persons by reason of or in respect to any right, act, omission, cause, duty, injury, matter or thing that may have or has arisen between the parties at any time prior to the execution of this Agreement, including anything which may have arisen out of the employment, work, or employment relationship of Curry, Fane, and Decatur Public School District No. 61, whether known or unknown, suspected or unsuspected, latent or patent, which it has or has at any time heretofore owned or held against the aforesaid parties or Curry.

10. **Making of this Agreement.** Each of the parties hereto has entered into this Agreement as their free and voluntary act. Each of the parties hereto has had the advice and benefit of counsel in making this Agreement, or the opportunity to seek the same, and knows and fully understands the terms of this Settlement Agreement and Release.

11. **Curry's Exclusive Counsel.** Curry represents and warrants to the Board that she has not been represented by any attorney other than John A. Baker, and the law firm of

Baker, Baker & Krajewski, LLC, with respect to any claim and that there are no attorney liens on or against the consideration set forth herein, and that Curry owes no attorney's fees to any attorney other than John A. Baker and the law firm of Baker, Baker & Krajewski, LLC, for any legal representation in any way connected with Curry's claims.

12. **Entirety of Agreement.** This Agreement constitutes the whole and entire Agreement between the parties. No prior agreement, negotiations, relationships, understanding, course of dealing, or usage forms any part of this Agreement.

13. **Applicable Law.** This Agreement has been executed in Illinois, and shall be governed in accordance with the laws of the State of Illinois in every respect.

14. **Waiver.** Failure of any party to exercise any of that party's rights under this Agreement in the event another party breaches this Agreement shall not be construed as a waiver of such breach or prevent the non-breaching party from later enforcing strict compliance with the promises in the Agreement.

15. **Severability.** In the event any whole or partial provision of this Agreement is deemed unenforceable, it shall not invalidate the remaining whole or partial provisions of this Agreement.

16. **Construction.** The parties acknowledge and agree that the terms of this Agreement were drafted by and are the product of mutual negotiation and compromise, and that the terms of this Agreement shall be construed fairly as to all parties and not in favor or against any party based on which party was responsible for any language in this Agreement.

17. **Paragraph Headings.** Paragraph headings have been inserted for convenience and reference only, and if there shall be any conflict between any such headings and the text of this Agreement, the text shall control.

18. **Execution.** This Agreement may be executed in counterparts, and any party hereto may sign any counterpart. The Agreement shall be effective when each party hereto shall have signed a counterpart, and a set of counterparts bearing the signatures of each party hereto shall constitute the Agreement as fully as if all the parties shall have signed a single document.

19. **Duplicate Originals.** This Agreement may be executed in one (1) or more counterparts, each of which shall be considered an original, and all of which taken together shall be considered one and the same instrument.

20. **Mutual Intent.** The language contained herein expresses the mutual intent of the parties.

IN WITNESS WHEREOF, the parties hereto have caused this Settlement Agreement to be executed on this ____ day of _____, 2019.

Angela Curry

**BOARD OF EDUCATION
DECATUR PUBLIC SCHOOL DISTRICT NO.
61**

By: _____
President

ATTEST:

Secretary

Julie Fane