

4/29/19

**SETTLEMENT AGREEMENT AND RELEASE**

THIS AGREEMENT ("Agreement") is made and entered into on the dates hereinafter set forth by and between the BOARD OF EDUCATION OF WAUCONDA COMMUNITY UNIT DISTRICT 118, Lake County, Illinois (hereinafter referred to as the "DISTRICT"), [REDACTED] (hereinafter referred to as "the PARENT"), and [REDACTED] (hereinafter referred to as "[REDACTED]"). The PARENT and [REDACTED] may hereinafter be collectively referred to as "[REDACTED]". The DISTRICT and the [REDACTED] are hereinafter collectively referred to as "the parties."

**WITNESSETH:**

WHEREAS, [REDACTED] is an [REDACTED]-year-old student with a disability who resides with the PARENT in the DISTRICT and is eligible for special education and related services under the *Individuals With Disabilities Education Act*, Article 14 of the *Illinois School Code*, and their respective implementing regulations; and

WHEREAS, on or about November 19, 2018, [REDACTED] delegated [REDACTED] educational rights under the *IDEA*, Article 14 of the *Illinois School Code*, and their respective implementing regulations to the PARENT; and

WHEREAS, there presently exist matters of pending and contemplated disputes between the parties concerning or arising out of the special education evaluations, related services, supplementary aids and services, programs, and placements provided or not provided to [REDACTED] by the DISTRICT to date; and

WHEREAS, on [REDACTED]

[REDACTED] and

WHEREAS, the PARENT has indicated her intention to file a [REDACTED]

[REDACTED] and, possibly, to pursue other causes of action against the DISTRICT; and

WHEREAS, it is the express intention and desire of the parties hereto to compromise any and all claims, whether known or unknown, anticipated or unanticipated, liquidated or unliquidated, that are related to, or arise out of, the educational evaluations, services, programs, and/or placements provided or not provided to [REDACTED] by the DISTRICT, which have been or could have been raised up to and through the date of the parties execution of this Agreement.

NOW, THEREFORE, in consideration of the promises and consideration each to the other made as hereinafter set forth, it is hereby understood and agreed by the parties as follows:

1. NO ADMISSION.

[REDACTED] acknowledge and agree that this Agreement does not constitute and shall not be deemed an admission on the part of the DISTRICT of any facts alleged by [REDACTED] or of any wrongdoing, liability, error or violation by the DISTRICT of any federal, State or municipal law, statute, regulation or order, or Board policy.

2. TRAINING.

(a) The DISTRICT will provide training to Wauconda High School staff on professionalism related to communicating with and about students with disabilities and their

parents. The DISTRICT retains the discretion to determine when and how such training is provided, and which Wauconda High School staff receive the training. The DISTRICT will provide [REDACTED] with written confirmation that this training has been conducted.

(b) The DISTRICT will continue to provide training on [REDACTED] to DISTRICT staff consistent with Illinois law. The training will include information about protocols for [REDACTED]

3. SCHEDULE. [REDACTED] schedule will remain the same for the remainder of the 2018-2019 school year.

4. CURRENT [REDACTED] TEACHER. [REDACTED] will continue to work with [REDACTED] assigned [REDACTED] teacher for the remainder of the 2018-2019 school year, and the DISTRICT will remind her that she is to follow [REDACTED] by working with [REDACTED]

[REDACTED] The [REDACTED] teacher will communicate or attempt to communicate with [REDACTED] on each school day between the date that this Agreement is executed by the parties and the end of the 2018-2019 school year.

5. STAFF CHANGES. Upon execution of this Agreement by the parties, the DISTRICT will assign a different [REDACTED] within one school day; however, the [REDACTED] teacher referenced in Paragraph 4 will not be changed.

6. [REDACTED] The current [REDACTED] will continue to be implemented, including the current [REDACTED] that is currently in place, for the remainder of the 2018-2019 school year, as previously agreed by the parties on January 24, 2019.

7. [REDACTED] Upon execution of this Agreement by the parties, the following [REDACTED] will be continued or added:

(a) ADDED: All references to [REDACTED] will be changed to [REDACTED] or [REDACTED]

(b) CONTINUED: The DISTRICT will continue to assist [REDACTED] with completion of long-term assignments, if any.

(c) CONTINUED: The DISTRICT will continue to have [REDACTED] classroom teachers email [REDACTED] with missing assignments and copy [REDACTED]

(d) ADDED: [REDACTED] will be permitted to [REDACTED]  
[REDACTED]

(e) CONTINUED: The DISTRICT will continue to provide training on [REDACTED] to DISTRICT staff consistent with Illinois law and provide [REDACTED] with appropriate [REDACTED] in the school setting.

(f) ADDED: [REDACTED] will have the option of [REDACTED]  
[REDACTED]

(g) CONTINUED: The DISTRICT will continue to have teachers give all handouts directly to [REDACTED]

(h) CONTINUED: The DISTRICT will continue to have [REDACTED]

[REDACTED] or as otherwise specified in Paragraphs 4 and 8 herein.

8. [REDACTED] Upon execution of this Agreement by the parties, Ms. Meagan Dwyer, the DISTRICT's Director of Special Services, and/or [REDACTED] will meet with [REDACTED] to review again [REDACTED]

9. **COMPENSATORY EDUCATION.** Within 15 days after the execution of this Agreement by the parties, the DISTRICT will make a one-time-only payment to the [REDACTED] in the amount of \$12,500.00 (Twelve Thousand Five Hundred Dollars) for any and all compensatory education services of any nature whatsoever that they may obtain for [REDACTED] including but not limited to private executive functioning tutoring or coaching, a culinary arts class, private counselling services, etc. Once this payment is made by the DISTRICT, it will be exclusively the responsibility of the PARENT and/or [REDACTED] to arrange and pay for such services directly and the DISTRICT will have no responsibility or liability in connection with same.

10. **ATTORNEYS' FEES AND COSTS.** Within 15 days after the execution of this Agreement by the parties, the DISTRICT will make a one-time-only payment to the PARENT in the amount of \$10,00.00 (Ten Thousand Dollars) towards [REDACTED] attorneys' fees and costs incurred in connection with this matter.

11. **WAIVER OF CLAIMS AND GENERAL RELEASE.**

(a) In further consideration of the agreements set forth herein, and except as provided in Paragraphs 2 through 10, the PARENT and [REDACTED] hereby fully and forever release and

discharge the DISTRICT and its former and present Board of Education members in their individual and/or official capacities, employees and agents, from any and all claims, demands, causes of action, obligations, debts, costs, damages, judgments, and liabilities, that are related to, or arise out of, [REDACTED]

[REDACTED] arising under the Illinois Constitution, the United States Constitution, State or federal law or regulation, or Board policy, including but not limited to the [REDACTED]

[REDACTED] and their respective implementing regulations, if any, through the date of the execution of this Agreement. This waiver and general release includes, but is not limited to, any and all claims for reimbursement of the PARENT's/ [REDACTED] attorneys' fees and costs and/or [REDACTED]

[REDACTED] through the date of the execution of this Agreement, except as provided in Paragraphs 2 through 10 herein.

(b) However, this Paragraph does not preclude the PARENT from filing a complaint under the DISTRICT Board of Education's Uniform Grievance Procedure, Policy 2:260, if new student record information obtained by the PARENT and generated after the date of the DISTRICT's last production of student records to the PARENT's attorneys reveals a basis for such complaint.

**12. WITHDRAWAL OF**

[REDACTED] Upon execution of this Agreement by the parties and the PARENT's receipt of payment pursuant to Paragraphs 9 and 10, the PARENT will withdraw [REDACTED] in writing and with prejudice.

**13. CONFIDENTIALITY.**

The PARENT, [REDACTED] and the DISTRICT, and their respective agents, employees, consultants, evaluators attorneys/advocates, accountants, and/or family members, shall, in accordance with law, maintain strict confidentiality with respect to the existence, negotiation, and terms of this Agreement. The PARENT, [REDACTED] and the DISTRICT, and their respective agents, employees, consultants, evaluators attorneys/advocates, accountants, and/or family members shall disclose information relative to matters covered by and/or addressed within this Agreement only: (a) to implement the terms of this Agreement; (b) to the extent required by the provisions of the *Illinois Open Meetings Act* and the *Illinois Freedom of Information Act*; (c) as otherwise required by law; (d) as necessary for accounting and tax purposes; or (e) as required for future litigation between the parties.

**14. VOLUNTARY AGREEMENT.**

The PARENT and [REDACTED] acknowledge and agree that they have read and understand the terms of this Agreement and enter into it voluntarily, without duress, and with the advice of legal counsel.

**14. BINDING AGREEMENT, FULL AND COMPLETE UNDERSTANDING, AND APPLICABLE LAW.**

This Agreement represents the full and complete understanding of the parties and all prior agreements, whether oral or written, which pertain to any of the subject matters expressed herein, are hereby deemed merged into this Agreement and superseded by the terms and conditions expressed herein. This Agreement may only be modified by the parties in writing and shall be interpreted in accordance with the laws of the State of Illinois.

IN WITNESS WHEREOF, the parties have caused this Settlement Agreement and Release to be executed on the date(s) written below.

BOARD OF EDUCATION OF WAUCONDA  
COMMUNITY UNIT SCHOOL DISTRICT NO. 118,  
Lake County, Illinois



Date: 5-2-19

Date: 5-1-19 -

Date: 5-1-19