

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (the “Agreement”) is entered into between Dr. Evonne Waugh (“Waugh”) and Board of Education of Bloomingdale School District 13, DuPage County, Illinois (“the Board”). Waugh and the Board are each referred to as a “Party” and they are collectively referred to as the “Parties” in this Agreement. This Agreement will be effective upon signature by Waugh and the Board or expiration of the Revocation Period in Section 10 below, whichever is later (the “Effective Date”).

BACKGROUND

1. Waugh cross-filed a charge of discrimination against the Board with the Illinois Department of Human Rights (“Department”), Charge No. 2022CA1020, and the U.S. Equal Employment Opportunity Commission (“EEOC”), Charge No. 21BA20461 (together, the “Charge”).

2. On January 16, 2024, the Department filed a Complaint against the Board on behalf of Waugh with the Illinois Human Rights Commission (“Commission”) based on the allegations in the Charge (the “Complaint”).

3. The Board disputes and denies the claims made by or otherwise raised by Waugh, including the allegations set forth in the Charge and Complaint.

4. To avoid the potential expense, inconvenience, delay, and uncertainty of continued litigation, the Parties have agreed to settle and fully resolve all disputes or claims between them, including without limitation all disputes or claims that were or could have been raised in the Charge and/or Complaint or that otherwise relate to or arise from Waugh’s employment with the Board.

AGREEMENT

1. Settlement Payment.

A. In exchange for the promises set forth in this Agreement, the Board will pay Waugh a Settlement Payment in the total gross amount of One Hundred Twenty-Five Thousand and 00/100 Dollars (\$125,000.00), as set forth below.

B. This Settlement Payment will be tendered in the form of three checks:

- (1) One check, payable to “Evonne Waugh” in the total gross amount of Fifty-Four Thousand Five Hundred and 00/100 Dollars (\$54,500.00), to be mailed to: Evonne Waugh, 10766 S. Meade Dr., Oak Creek, WI 53154, less withholdings and deductions required by law, to be reported on IRS Form W-2, representing alleged lost wages; and

- (2) One check, payable to “Evonne Waugh” in the total gross amount of Fifty-Four Thousand Five Hundred and 00/100 Dollars (\$54,500.00), to be mailed to: Evonne Waugh, 10766 S. Meade Dr., Oak Creek, WI 53154, to be reported on IRS Form 1099, representing alleged non-wage, personal injury damages alleged in the Charge and/or Complaint.
- (3) One check, payable to “Anne M. Beckert,” in the total gross amount of Sixteen Thousand and 00/100ths Dollars (\$16,000.00), to be mailed to 1747 W. Wallen Ave, Apt. #2, Chicago, IL 60626, to be reported on an IRS Form 1099, for attorneys’ fees and costs of suit.

C. The Board will mail or otherwise deliver the checks for the Settlement Payment to the address(es) specified in Section 1.B within 30 calendar days after the following conditions have been satisfied:

- (1) This Agreement has been executed by Waugh, and Waugh has delivered a signed counterpart of this Agreement to the Board’s counsel of record;
- (2) The Board’s counsel of record have received completed and signed IRS Form W-4 from Waugh and IRS Forms W-9 from Waugh and Anne M. Beckert;
- (3) The Board has formally approved this Agreement by valid vote at a duly constituted Board meeting;
- (4) The Board’s counsel of record have received a Release of Attorney’s Lien in the form attached to this Agreement as Exhibit A, signed by Waugh’s former attorney Anne M. Beckert; and
- (5) The revocation period as set forth in Section 10 of this Agreement has expired, without Waugh having revoked her acceptance of this Agreement.

D. It is understood and agreed by Waugh that she bears sole and complete responsibility for any and all federal, state, and local taxes, penalties, and interest upon the Settlement Payment. Waugh agrees to indemnify and hold the Board harmless from any claims, demands, deficiencies, penalties, interest, assessments, executions, judgments, or recoveries by any government agency against the Board for any amounts claimed due on account of (a) the Board’s failure to pay or delayed payment of federal, state, and/or local taxes, or (b) damages sustained by the Board by reason of any such claims. Waugh acknowledges that neither the Board, nor its members, agents, employees, attorneys, or representatives have made any representations concerning taxability, non-taxability, or tax consequences, if any, of the Settlement Payment.

E. The Parties acknowledge that Waugh is a retired annuitant of the Teachers' Retirement System of the State of Illinois ("TRS"), having retired effective June 30, 2021. The Parties further agree and affirm that the settlement payment described herein is not, and shall not be construed to be:

- (1) compensation for past, present, or future services rendered to the District after the effective date of Waugh's retirement;
- (2) back pay, salary, wages, retirement incentive, or any other form of remuneration for employment within the meaning of 40 ILCS 5/16-121 or TRS regulations; or
- (3) creditable earnings reportable to TRS.

The consideration provided is intended solely to resolve the disputed claims and allegations described herein and is offered in exchange for a full and complete release of claims and other terms of this Agreement. The Parties further acknowledge and agree that the settlement payment is not intended to restore service credit, is not allocable to any period of employment following Waugh's retirement, and shall not be reported to TRS by the District.

2. Releases.

A. For purposes of this Agreement, the "Released Parties" means the Board and all of its past, present and future members, agents, employees, and representatives.

B. In exchange for the consideration provided for in this Agreement, Waugh, on behalf of her and her past, present and future spouses, descendants, heirs, executors, administrators, beneficiaries, legatees, personal representatives, attorneys, agents, and assigns, (collectively with Waugh, the "Releasing Parties"), releases and discharges the Released Parties from any and all claims that are or could have been asserted in the Charge and or the Complaint, and all other claims or causes of action, whether known or unknown, that Waugh has, had, or may have against any of them, arising from or relating in any way to Waugh's employment with the Board, any compensation or benefits of employment, or the termination of her employment. This release specifically includes, but is in no way limited to, all claims under the Constitutions of the United States of America or the State of Illinois; Title VII of the Civil Rights Act of 1964, as amended by the Civil Rights Act of 1991, 42 U.S.C. §§ 2000e et seq.; the Civil Rights Acts of 1866 and 1871, 42 U.S.C. § 1981; 42 U.S.C. § 1983; the Age Discrimination in Employment Act, 29 U.S.C. § 621 et seq.; the Americans With Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq.; the Equal Pay Act, 29 U.S.C. § 29 U.S.C. § 206(d); the Family and Medical Leave Act of 1993, 29 U.S.C. §§ 2601 et seq.; the Employee Retirement Income Security Act of 1973, 29 U.S.C. §§ 1001 et seq.; the Occupational Safety and Health Act of 1970, 29 U.S.C. §§ 651 et seq.; the Illinois Constitution; the Illinois Human Rights Act, 765 ILCS 5/1-101 et seq.; the Illinois Whistleblower Act, 740 ILCS 174/1 et seq; the Illinois Biometric Information Privacy Act; the Illinois School Code, 105 ILCS 5/1-1 et seq; all claims for breach of contract; all claims for wrongful or retaliatory discharge; all claims sounding in tort; and all other claims arising under the common law.

C. Waugh, on behalf of the Released Parties, further releases all other claims or causes of action, known or unknown, whether related to her employment or not, that she has, had, or may have had under any federal, state, or local statute, regulation, ordinance, or the common law against any of the Released Parties.

D. Waugh further waives any right to recovery of attorneys' fees, attorneys' liens, costs, and any other remedy that could have been sought in connection with any of the claims, including those in the Charge and/or Complaint, released in this Section 2.

3. **Covenant not to sue.** Waugh covenants that she will not file or join as a plaintiff in any lawsuit based upon any of the claims made in the Charge or the Complaint, or released in this Agreement. If Waugh violates this Agreement by suing the Board, and should a court of competent jurisdiction determines that such litigation violates the provisions of this Agreement, Waugh will be liable to the Board 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 Section applies to any action filed by Waugh to enforce the terms of this Agreement. Nothing in this Agreement prohibits Waugh from filing a charge of discrimination with the U.S. Equal Employment Opportunity Commission or state fair employment practices agency, or from participating in any investigation of such a charge. However, Waugh waives any right to receive any monetary or other benefit as a result of any charge, claim, lawsuit, or administrative proceeding based upon any claim released in this Agreement.

4. **Other Claims.** Waugh warrants that she has filed no other charges or claims of any nature pending in any federal, state, municipal, or administrative agency, court or tribunal against the Board, which are not identified above.

5. **Dismissal of the Charge.** By August 8, 2025, Waugh, through her attorney, will file a motion for voluntary dismissal of the Complaint, with prejudice, with the Illinois Human Rights Commission, as provided in 56 Ill. Admin. Code § 5300.780. Waugh will take all other steps necessary to cause the Commission to dismiss the Complaint with prejudice.

6. **No Admission of Wrongdoing.** The Parties agree that this Agreement and the representations herein are not and will not be construed as evidence of fault or liability by either Party as it pertains to the allegations in the Charge and Complaint. Both Parties have denied and continue to deny any fault or liability related to the Charge and Complaint.

7. **Neutral Reference.** If a prospective employer asks Waugh to provide a contact for employment references from the Board, Waugh will inform the prospective employer that requests for employment references may be directed in writing to the Office of the Superintendent. The Board will respond to written requests for employment references received by the Office of the Superintendent by confirming the dates of Waugh's employment and positions held, but will not provide any additional information or commentary. Nothing in this Section shall limit the District's required production of records pursuant to relevant law, including but not limited to Section 22-94 of the Illinois School Code, 105 ILCS 5/22-94, and/or any other applicable law. Further, nothing in this Section shall limit the District's production of records in response to a records request

submitted to the District under the Freedom of Information Act, 5 ILCS 140/1 *et seq.*, regardless of the nature of the record, unless the record is clearly exempt from disclosure under the law.

8. **Confidentiality.** The Parties agree, after due consideration, that confidentiality will benefit all Parties to this Agreement. The Parties understand and agree that both the existence of this Agreement and its terms and conditions are and shall remain confidential and shall not be disclosed to third parties, except: (a) as is necessary to enforce this Agreement; (b) to the extent required by law; or (c) to immediate family, tax/financial advisors and attorneys. The Parties acknowledge, however, that the Board is a public body which is subject to the Illinois Freedom of Information Act, 5 ILCS 140/1 *et seq.*, and the Open Meetings Act, 5 ILCS 120/1 *et seq.*, each of which place certain requirements on the Board to publicly acknowledge and disclose the existence of this Agreement, which shall not constitute a breach of this Agreement.

9. **Knowing and Voluntary Waiver of Age Discrimination Claims.** Waugh understands and agrees as follows:

A. Waugh has carefully read and fully understands all of the provisions of this Agreement, which is written in a manner that Waugh clearly understands;

B. By entering into this Agreement, Waugh is waiving any and all claims that she may have under the Age Discrimination in Employment Act, as amended by the Older Workers' Benefit Protection Act;

C. The consideration provided under this Agreement is over and above any consideration to which Waugh is otherwise legally entitled;

D. The releases in this Agreement do not apply to any claims arising after the date on which Waugh signs this Agreement;

E. Waugh is entering into this Agreement knowingly, voluntarily, and with full knowledge of its significance, and has not been coerced, threatened, or intimidated into signing this Agreement;

F. Waugh acknowledges that she has been represented by legal counsel before signing this Agreement and has had an opportunity to obtain the advice of her attorney before signing this Agreement; and

G. Waugh has been given at least twenty-one (21) days to consider whether to sign this Agreement. Waugh may sign this Agreement sooner than twenty-one days after it is presented to her. If she does so, she waives the remainder of the twenty-one day review period.

10. **Revocation.** After Waugh signs this Agreement, Waugh may revoke her acceptance of this Agreement by delivering written notice of her revocation to the Board's counsel of record, Emily Tulloch, Franczek P.C., 300 S. Wacker Dr., Suite 3400, Chicago IL 60606. The written notice of revocation must be received no later than seven calendar days after Waugh signs this Agreement. This Agreement will not take effect until the period for Waugh to revoke her

acceptance of this Agreement has expired. Should Waugh revoke her acceptance of this Agreement, this Agreement will be null and void.

11. **Board Approval.** This Agreement will take effect only if it is approved by a valid vote of the Board at a duly constituted Board meeting. If the Board does not approve this Agreement, it will be null and void.

12. **Entire Agreement.** This Agreement is the entire agreement of the Parties with respect to the matters contained in this Agreement. This Agreement supersedes any and all prior agreements and understandings between the Parties, whether written or oral, formal, or informal.

13. **Choice of Law.** This Agreement is to be construed in accordance with the laws of the State of Illinois, without regard to conflict of law principles.

14. **Modification of this Agreement.** This Agreement may not be amended or modified except in a writing signed by the Party against whom the amendment or modification is to be enforced.

15. **Severability.** Nothing in this Agreement is to be construed as waiving rights that cannot be waived under applicable law, or as barring either Party from providing information or truthful testimony when required to do so under applicable law. The releases provided for in this Agreement are to be construed broadly to apply to any and all claims that may be released by contract under applicable law, but do not apply to any claim that cannot be released by contract under applicable law. Should any portion of this Agreement be ruled unenforceable by a court of competent jurisdiction, or should a court of competent jurisdiction rule the releases and covenant not to sue set forth in this Agreement unenforceable as to any claim later asserted by Waugh, the remainder of this Agreement and the releases and covenant not to sue contained herein will remain in full force and effect as to any and all other claims.

16. **Execution in Counterparts.** This Agreement may be signed in counterparts, which together will form the original. The Parties may sign this Agreement via electronic means. Signed counterparts may be delivered via email or other electronic means, and counterparts so delivered will be deemed as valid as originals.

The undersigned have read the foregoing Settlement Agreement and release, fully understand it, and voluntarily agree to it.

Accepted and Agreed to by:

DR. EVONNE WAUGH

BOARD OF EDUCATION,
BLOOMINGDALE SCHOOL
DISTRICT 13, DUPAGE COUNTY,
ILLINOIS

By: Evonne Waugh
Evonne Waugh (Jun 17, 2025 12:21 CDT)

By: _____
Board President

Attest: _____

Secretary

Date: Jun 17, 2025

Date: _____

Exhibit A

RELEASE OF ATTORNEY'S LIEN

1. Anne Beckert ("Beckert") has served as counsel to Evonne Waugh ("Waugh") with respect to various claims against the Board of Education of Bloomington School District 13 (the "Board"), the subject matter of which has been asserted in a Charge with the Illinois Department of Human Rights ("Department"), Charge No. 2022CA1020, and the U.S. Equal Employment Opportunity Commission ("EEOC"), Charge No. 21BA20461 (together, the "Charge"), as well as a Complaint against the Board on behalf of Waugh with the Illinois Human Rights Commission ("Commission") based on the allegations in the Charge (the "Complaint").
2. Beckert has served a Notice of Attorney's Lien upon the Board, asserting a lien upon the proceeds of any settlement of the Charge or Complaint or the claims asserted therein in an amount in excess of \$80,000.00 (the "Lien").
3. Waugh and the Board have engaged in settlement negotiations, and they have prepared a proposed Settlement Agreement and Release (the "Agreement"), which provides for payment of Sixteen Thousand Dollars (\$16,000) in attorney fees directly to Beckert. Beckert agrees that this payment fully satisfies all amounts owed to her under the Lien.
4. Because the Settlement Payment provided for under the proposed Agreement between Waugh and the Board is subject to the Lien, the Board will make the Settlement Payment under the Settlement Agreement to Waugh only if Beckert first executes this Release. The undersigned acknowledges that her execution of this Release is a condition precedent to the Board's obligation to make the Settlement Payment pursuant to the Agreement between Waugh and the Board.
5. Beckert hereby releases and waives any and all liens that she may have upon the Settlement Payment or related to the Charge or Complaint, whether asserted under the Illinois Attorney's Lien Act, the common law, or in equity.
6. Once the Board has tendered the Settlement Payment as provided in the Agreement, it will have no further obligation to make any payment to Beckert or Waugh.
7. This Release will become effective upon execution of the Agreement by Waugh and the Board, and it will become Exhibit A to the Agreement. This Release will be null and void if the Agreement is not executed by both the Board and Waugh or if the Board fails to remit the payment to Beckert in accordance with the Agreement.

By: Annie Beckert
Anne Beckert

Date: Jun 16, 2025