



U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION
Chicago District Office

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Suite 1866 (Enforcement, State and Local & Hearings)
Chicago, IL 60604
Chicago Direct Dial: (312) 872-9777
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SETTLEMENT AGREEMENT

1. The following Agreement refers to charge number **440-2024-09746**, on file with the Equal Employment Opportunity Commission (EEOC). The parties, the Respondent Lisle Community Unit School District 202 and the Charging Party Monica Blatchley, Blatchley and the Equal Employment Opportunity Commission (EEOC), agree that submission of this Agreement to the EEOC will constitute a request to the EEOC for closure of the above-referenced EEOC charge.
2. In exchange for satisfactory fulfillment by Respondent of the promises contained in paragraphs four to eight (4-8) of the Agreement, the District Director agrees not to institute a lawsuit with respect to the above-referenced charge.
3. It is understood that this Agreement does not constitute an admission by the Respondent of any violation of the law.
4. Respondent certifies that it has removed the language from the 2024-2027 CBA Appendix A "Salary Schedule and Extra Duty - Six Percent Limitation."
5. Respondent will not propose any provision or agree to any proposed provision that discriminates against employees with respect to their compensation based on age or their proximity to retirement eligibility.
6. Prior to the ratification of a subsequent CBA, the EEOC shall have the right to review any proposed substitute provision(s) for Appendix A of the CBA. Within 30 days after the execution of this agreement, Respondent must provide any proposed substitute provision(s)¹ for Appendix A to the EEOC or inform EEOC that the Respondent and Union have no proposed substitute provision(s). If the EEOC objects to the proposed substitute provision(s), Respondent will then have thirty (30) days to address the EEOC's objection and propose a new substitute provision or inform EEOC that the Respondent and Union have no new proposed substitute provision(s). Any agreed-upon substitute provision(s) shall be documented and included in the modified CBA. The modified CBA will be given to all current employees within thirty (30) days after ratification.
7. Respondent certifies that it will compensate impacted individuals impacted by the application of Appendix A. The settlement payment is for back salary that the impacted

¹ "Substitute provision" means any provision, if not already contained in the CBA, that includes a cap on the additional creditable earnings an employee can earn compared to the prior school year, that defines the conditions under which an employee can move into a different row or column on the applicable salary schedule, that provides a retirement incentive to employees who provide notice of retirement and/or that makes age or proximity to retirement eligibility a factor in compensation.

employees would have been paid for the covered period had the employment issue not arisen. The settlement payment will be reported to the Teachers' Retirement System of the State of Illinois (TRS) as creditable earnings for the school years indicated below. Respondent agrees to provide backpay in the amount of:

Employee	School Year	Amount owed
Davis, John	2018-2019	\$944
Davis, John	2019-2020	\$3,164
Honzel, Robin	2018-2019	\$528
Irvine, Karin	2019-2020	\$1,307
Waibel, Scott	2019-2020	\$229
Cyrus, Tonia	2020-2021	\$1,752.00
Blatchley, Monica	2022-2023	\$1,069
Blatchley, Monica	2023-2024	\$325
Grau, Jason	2022-2023	\$19
Grau, Jason	2023-2024	\$547
Polinski, Michael	2022-2023	\$215
LaScala, Mark	2023-2024	\$4,139
Kim, Paul	2023-2024	\$1,581.00
Clarke, Jeannette	2023-2024	\$479

Respondent agrees to pay the listed impacted individuals and report and pay all required contributions to TRS within sixty days (60) of the execution of this Agreement. Backpay amounts are inclusive of the 9% Board Paid TRS contribution pursuant to the CBA between Respondent and Lisle Education Association, IEA-NEA (the Union).

8. This Agreement shall remain in effect for a period of five years following execution of the Agreement.

9. The parties agree that this Agreement may be specifically enforced in court and may be used as evidence in a subsequent proceeding in which any of the parties allege a breach of this Agreement.

Date

Lisle Community Unit School District 202
Respondent

Date

Monica Blatchley
Charging Party

[This clause is deemed incorporated as part of this Agreement if and when signed by EEOC District Director.]

10. In reliance on the promises made above by Respondent, EEOC agrees to terminate the investigation which it has begun and not to use the above referenced charge as the jurisdictional basis for a civil action. EEOC does not waive or in any manner limit its right to process or seek relief in any other charge or investigation including, but not limited to, a charge filed by a member of the Commission against the Respondent.

On behalf of the Commission:

Date

Amrith Kaur Aakre
District Director