

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

UNITED STATES OF AMERICA,

Plaintiff,

v.

BOARD OF EDUCATION OF THE CITY OF
CHICAGO,

Defendant.

CASE NO. 14-CV-10285

Judge Rebecca R. Pallmeyer
Magistrate Judge Maria Valdez

SETTLEMENT AGREEMENT

This action was brought by Plaintiff United States of America (“United States”) against the Board of Education of the City of Chicago (“Board of Education”) to enforce the provisions of Sections 706 and 707 of Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e, *et seq.*, as amended, (“Title VII”), following the United States’ receipt from the Equal Employment Opportunity Commission (“EEOC”) of charges of discrimination filed by Jane Bushue and Jennifer Mollis, former teachers at Scammon Elementary School, against the Board of Education. This Court has jurisdiction of this action under 42 U.S.C. §§ 2000e-5(f) and 2000e-6, and 28 U.S.C. §§ 1331, 1343(a), and 1345.

In its Amended Complaint, the United States alleges that the Board of Education discriminated against Ms. Bushue, Ms. Mollis, and similarly situated teachers on the basis of their gender (pregnancy and childbirth) in violation of Title VII. The United States also alleges that from 2009 until at least 2012, there existed a pattern or practice of discrimination against teachers at Scammon Elementary School because of their sex (pregnancies), in violation of Title VII. The Board of Education denies all of these allegations.

This Agreement, being entered with the consent of the United States and Board of Education (collectively, the “Parties”), shall in no way constitute an adjudication or finding of the merits of the case nor be construed as an admission by the Board of Education of a finding of any wrongdoing or violation of any applicable federal or state law or regulation.

In resolution of this action, the Parties hereby AGREE TO, and the Court expressly APPROVES, ENTERS AND ORDERS, the following:

I. DEFINITIONS

1. “Day” or “days” refers to calendar days, not business days, unless otherwise stated.
2. “Date of Entry of this Agreement” is the date on which the Court enters this Agreement as a final order.
3. “Relief Recipients” are Jane Bushue, Jennifer Mollis, Raquel Dominguez, Laura Kessinger, Thao Lee, Terry Tryboski, Jennifer Vicenteno, and Georgina Velasquez.

II. IMPLEMENTATION OF POLICIES AND PROCEDURES

4. Within sixty (60) days of the Date of Entry of this Agreement, the Board of Education will:
 - (a) amend its existing Comprehensive Non-Discrimination, Title IX and Sexual Harassment Policy, and any other policies, procedures and/or guidelines that prohibit or are intended to promptly correct for discrimination and harassment (including discrimination and harassment based on sex (pregnancy), and related retaliation) in violation of Title VII; and

(b) present to the United States, for review, the revised written policies procedures, and/or guidelines prohibiting and/or intending to promptly correct for discrimination, harassment, and retaliation described in Paragraph 4(a). Within fifteen (15) days of receiving the Board of Education's proposed revised policies, procedures, and/or guidelines the United States will provide any written comments or proposed modifications. Within fifteen (15) days of the Board of Education's receipt of any comments or proposed modifications by the United States, the United States and the Board of Education shall use their best efforts to resolve any disputes. If no such agreement is reached, then the United States or the Board of Education may use the dispute resolution procedure set forth below in Paragraph 39 to seek judicial resolution of the dispute. The final policies, procedures, and/or guidelines developed under this Paragraph which are consistent with this Agreement shall be implemented within sixty (60) days of receipt of the United States' comments or judicial resolution, whichever is later.

5. At a minimum, the Board of Education's policies, procedures, and/or guidelines will include, if they do not already:

(a) reference to pregnancy as a protected status in the Pregnancy Discrimination Act in the Comprehensive Non-Discrimination, Title IX and Sexual Harassment Policy and any other policies, procedures and/or guidelines addressing Title VII discrimination;

- (b) a description of the manner in which a Board of Education employee may make a complaint of discrimination or harassment (including a complaint of discrimination or harassment based on sex (pregnancy)), or related retaliation;
- (c) the identification, by job title, of all individuals who are authorized to accept complaints of discrimination or harassment, or related retaliation against the Board of Education;
- (d) a statement that assistant principals, principals, administrators in charge, network chiefs, department heads, and any other person designated by the Board of Education to receive such complaints, promptly report any oral or written complaints of discrimination, harassment, or retaliation that they receive to the Board of Education's Equal Opportunity Compliance Office;
- (e) a statement that employees may also make complaints of discrimination or harassment (including a complaint of discrimination or harassment based on sex (pregnancy)), or related retaliation to staff of the Equal Opportunity Compliance Office;
- (f) a statement that all complaints of discrimination, harassment, and retaliation will be promptly and fully investigated;
- (g) a description of the procedures that will be used to investigate complaints of discrimination, harassment, and retaliation, and identification of the individuals who will conduct the investigation and make recommendations and conclusions about the results of the investigation;

- (h) a statement that the Board of Education will provide, in writing, the results of an investigation of a complaint of discrimination, harassment, or retaliation to the complaining individual, in a way that does not identify the specific discipline issued, if any, to any individual;
 - (i) a reference to the appropriate discipline policies and guidelines that are designed to promptly correct for discrimination, harassment, and retaliation committed by principals, assistant principals, and other Board of Education employees;
 - (j) mechanisms to ensure that appropriate accountability measures (including discipline) are administered for violations of the Board of Education's Comprehensive Non-Discrimination, Title IX and Sexual Harassment Policy, and any related policies, procedures, and/or guidelines;
 - (k) a statement that individuals who are required to report and/or investigate complaints of discrimination, harassment, and retaliation, but fail to do so, may be disciplined; and
 - (l) a statement advising that the Board of Education will post and distribute its revised policies, procedures, and/or guidelines adopted pursuant to Paragraph 4 to all Board of Education employees, contractors, and Board Members.
6. During the respective monthly briefing sessions between Board Members and the Board of Education's General Counsel, prior to the presentation of the amended Comprehensive Non-Discrimination, Title IX and Sexual Harassment Policy, and any related policies, procedures, and/or guidelines, the General Counsel will

review with the Board Members the proposed amended Comprehensive Non-Discrimination, Title IX and Sexual Harassment Policy and any related policies, procedures, and/or guidelines and educate the Board Members about the Board of Education's responsibilities under Title VII. Twenty-one (21) days before the briefing sessions begin, the Board of Education will submit to the United States for comment the document(s) and presentation the General Counsel intends to give to the Board Members regarding the Board of Education's responsibilities under Title VII. The United States will review the submitted information within seven (7) days of receipt and notify the Board of Education in writing as to whether the United States has any comments regarding the submitted material. The United States and the Board of Education will use their best efforts to resolve any disputes.

7. Within fifteen (15) days of the Board of Education's adoption of the amended Comprehensive Non-Discrimination, Title IX and Sexual Harassment Policy and any related policies, procedures, and/or guidelines, the Board of Education will:
 - (a) distribute, via Board of Education issued email addresses, to all Board of Education employees and Board Members, a copy of the amended Comprehensive Non-Discrimination, Title IX and Sexual Harassment Policy and related policies, procedures, and/or guidelines, highlighting the revised sections that prohibit and/or promptly correct for discrimination or harassment (including on the basis of sex (pregnancy)), and related retaliation;

- (b) distribute, via vendor-provided email addresses, to all vendors active as of the date the amended policies, a copy of the amended Comprehensive Non-Discrimination, Title IX and Sexual Harassment Policy and related policies, procedures, and/or guidelines, highlighting the revised sections that prohibit and/or promptly correct for discrimination or harassment (including on the basis of sex (pregnancy)), and related retaliation;
- (c) conspicuously post the amended Comprehensive Non-Discrimination, Title IX and Sexual Harassment Policy and related policies, procedures, and/or guidelines on its website;
- (d) summarize the key aspects of the amended Comprehensive Non-Discrimination, Title IX and Sexual Harassment Policy and related policies, procedures, and/or guidelines and incorporate the summary and the location of the full policies, procedures and/or guidelines into the Board Rules and Policy Acknowledgment Form provided to new employees during the on-boarding process;
- (e) within fifteen (15) days of date of hire, the Board of Education will ensure that each new employee signs the Board Rules and Policy Acknowledgment Form provided to new employees during the on-boarding process acknowledging that the individual has read the summary, will read the amended Comprehensive Non-Discrimination, Title IX and Sexual Harassment Policy and related policies, procedures, and/or guidelines revised pursuant to Paragraph 4, and will contact the Board of

Education's Equal Opportunity Compliance Office if they do not understand the policies; and

- (f) within fifteen (15) days of date of appointment, provide each new Board Member a hard copy of the amended Comprehensive Non-Discrimination, Title IX and Sexual Harassment Policy and related policies, procedures, and/or guidelines revised pursuant to Paragraph 4.

III. TRAINING

8. The Board of Education will provide mandatory training as set forth below:

- (a) Within six (6) months of the Date of Entry of this Agreement, the Board of Education will provide a mandatory training for all: (i) Scammon administrative staff, (ii) Equal Opportunity Compliance Office and Americans with Disabilities Act staff, (iii) all attorneys who advise decision makers on how and when to issue employee discipline related to discrimination, harassment, or retaliation, (iv) network chiefs, (v) the Assistant Director of Employee Engagement, and (vi) the Investigations Unit within the Board of Education's Law Department charged with investigating complaints related to discrimination and harassment (including discrimination and harassment based on sex (pregnancy)), or related retaliation brought by employees. This interactive training will educate the individuals about their responsibilities under Title VII and the Board of Education's policies, procedures, and/or guidelines prohibiting or promptly correcting for discrimination and harassment (including discrimination and harassment based on sex (pregnancy)) and retaliation,

including a discussion of the amended written policies, procedures, and/or guidelines adopted by the Board of Education pursuant to Paragraph 4.

- (b) Within six (6) months of the Date of Entry of this Agreement, the Board of Education will provide to all current Board of Education assistant principals, principals, and administrators in charge who received Title VII training during the summer of 2015, a webinar that will explain their responsibilities under the amended written policies, procedures, and/or guidelines adopted by the Board of Education pursuant to Paragraph 4, as well as identify any relevant responsibilities pursuant to Title VII, which the Parties agree were not introduced during the summer of 2015 training.
- (c) Within ninety (90) days of the Date of Entry of this Agreement, the Board of Education will submit to the United States for review and approval the proposed training programs, including any power point presentation or other materials to be used during the trainings, referred to in Paragraph 8(a), and the webinar referred to in Paragraph 8(b). The United States will review the submitted information and within fifteen (15) days of receipt notify the Board of Education in writing as to whether the United States has any objections or comments regarding the proposed training program. Within fifteen (15) days of when the Board of Education receives any objections or comments from the United States, the United States and the Board of Education will use their best efforts to resolve any disputes. If no agreement is reached, then the United States or the Board of Education

may use the dispute resolution procedure set forth in Paragraph 39 to seek judicial resolution of the dispute.

9. Within thirty (30) days after fulfilling all training-related requirements in Paragraph 8, the Board of Education will make available to the United States copies of all training materials used, as well as written attendance records reflecting that the training has been completed and that all individuals required to attend such training in accordance with Paragraph 8 did so.
10. For the duration of the Agreement as set forth in Paragraphs 42-43, all personnel hired or promoted into the positions listed in Paragraph 8(a) after the date of the administration of training set forth in Paragraph 8(a) shall be trained by the Board of Education using a webinar of the training referred to in Paragraph 8(a).
11. The Board of Education will train all assistant principal, principals, and administrators in charge who did not receive the summer 2015 Title VII training, using a webinar of the training referred to in Paragraph 8(a).

IV. EXPUNGEMENT OF DISCIPLINE RECORDS

12. The Board of Education agrees to expunge from People Soft, DS-2, REACH, and the personnel files, discipline files, grievance files, and files maintained by the Scammon administration relating to the Relief Recipients, any references to the following actions that occurred after the Relief Recipients' announcement of their pregnancies: lowered performance evaluations and observations, cautionary notices, and discipline. In addition, the Board of Education shall expunge all references to terminations and non-renewals for each Relief Recipient who

chooses to have such designation changed from a termination or non-renewal to a resignation.

13. Within ten (10) days after the Date of Entry of this Agreement, the United States will provide the Board of Education a letter, for the sole purpose of effectuating the relief set forth in Paragraph 12, which will state the date that each Relief Recipient announced her pregnancy to the Board of Education and state which Relief Recipients, if any, choose to change a designation of a termination or non-renewal to a resignation.
14. Within thirty (30) days after the Date of Entry of this Agreement, the Board of Education will provide the United States with copies of all Relief Recipients' personnel files, discipline files, grievance files, and files maintained by the Scammon administration, and information contained in People Soft, DS-2 and REACH. Within thirty (30) days of receipt of such records, the United States will consent or suggest additional records for expungement. Within fifteen (15) days of the Board of Education's receipt from the United States of any suggestions of additional records for expungement under this Paragraph, the United States and the Board of Education will use their best efforts to resolve any disputes. If no such agreement is reached, then the United States or the Board of Education may use the dispute resolution procedure set forth in Paragraph 39 to seek judicial resolution of the dispute. Within ten (10) days of final determination of the records to be expunged, the Board of Education shall process the expungement.

V. MONETARY RELIEF

15. In settlement of the United States' claims for relief the Board of Education agrees to pay the Relief Recipients a total monetary award of \$280,000.00, \$57,500.00 of which is back pay and \$222,500.00 of which is compensatory damages. The compensatory damages award is based on the emotional distress claims alleged in the Amended Complaint and which would have been sought at trial by the United States for the eight individuals receiving relief under this Agreement. As set forth in Paragraph 21, three of the eight individuals have no back pay damages and will receive all their relief as compensatory damages.
16. Within five (5) days of the Board of Education's Approval of this Agreement, the United States will notify the Relief Recipients of the terms of this Agreement by sending them via electronic mail a Notice Letter in the form set forth in Attachment A, a copy of this Agreement, and the applicable Release in the form set forth in Attachment B, Attachment C, or Attachment D. The United States will send the Relief Recipients a copy of the same materials via U.S. Mail.
17. The same day, the United States will send, via email, to the Board of Education copies of the Notice Letters sent to the Relief Recipients.
18. To receive the relief provided to her under this Agreement, a Relief Recipient must execute the Release form provided with the Notice Letter by the United States under Paragraph 16, and return it to the United States within twenty-one (21) days from receipt. As determined by the United States, that period may be reasonably extended for good cause.

19. Within five (5) days of receipt of the releases, the United States will inform the Board of Education of such receipt.
20. Within two (2) business days of execution of the Settlement Agreement by both Parties, the Agreement shall be filed with the Court for entry.
21. Within thirty (30) days of the Date of Entry of this Agreement, the Board of Education will send checks, via certified mail, return receipt requested, to the Relief Recipients at the addresses provided by the United States, as follows:
 - (a) Jane Bushue: \$25,000.00 back pay and \$75,000.00 compensatory damages;
 - (b) Jennifer Mollis: \$20,000.00 compensatory damages;
 - (c) Raquel Dominguez: \$5,000.00 back pay and \$15,000.00 compensatory damages;
 - (d) Laura Kessinger: \$15,000.00 compensatory damages;
 - (e) Thao Lee: \$5,500.00 back pay and \$16,500.00 compensatory damages;
 - (f) Terry Tryboski: \$15,000.00 compensatory damages;
 - (g) Jennifer Vicenteno: \$10,500.00 back pay and \$31,500.00 compensatory damages; and
 - (h) Georgina Velasquez: \$11,500.00 back pay and \$34,500.00 compensatory damages.

The Parties agree that the only pensionable amounts in this Paragraph are those identified as “back pay.”

22. The back pay awards totaling \$57,500.00, as set forth in Paragraphs 15 and 21, are subject to applicable state and federal tax and withholdings. The Board of

Education must issue an IRS Form W-2 to each Relief Recipient receiving back pay for the back pay amounts set forth in Paragraph 21. The Board of Education will separately pay all appropriate taxes and employer's contributions due on the back pay portion of the monetary award, including but not limited to contributions to the Social Security fund and/or the Chicago Teacher's Pension Fund ("Fund"), as appropriate (*i.e.*, the employer's contribution will not be deducted from the monetary award to a Relief Recipient).

23. For all Relief Recipients who receive back pay awards and who have accounts in the Fund at the time the checks are being processed, the Board of Education will pay to the Fund an amount equal to seven percent (7%) of each back pay award as an employer contribution toward each back pay Relief Recipient's pension. The Board of Education will pay interest owed, if any, on any pension contributions made pursuant to this Agreement. In no circumstance will any Relief Recipient pay any interest owed, if any, on any pension contributions made pursuant to this Agreement. For purposes of pension, all back pay awards are meant to compensate the Relief Recipients in the earliest pay periods following their separation from Scammon Elementary School.
24. Any Relief Recipient who no longer has an account with the Fund, and for whom a Social Security payment is paid by the Board of Education, assumes sole responsibility for any employer contributions toward her pension, if in the future she becomes re-employed with the Board of Education and attempts to make the back pay award pensionable. The Board of Education will not be responsible for any employer pension contributions in the situation described in this Paragraph.

25. Although the Parties recognize that the Fund is a separate legal entity from the Board of Education over which the Board of Education has no control, the Board of Education will use its best efforts to effectuate the pension determinations regarding the back pay relief identified in Paragraph 21.
26. The Board of Education will issue an IRS Form 1099 and any other appropriate tax form(s) for the checks for compensatory damages issued to the Relief Recipients.
27. The Board of Education assumes responsibility for all employer tax liability applicable to the monetary award amounts for all Relief Recipients. The Relief Recipients assume respective responsibility for the employee tax liability applicable to their monetary award amounts.
28. Within fifteen (15) days of issuing checks to the Relief Recipients under Paragraph 21, the Board of Education will provide the United States with a copy of the checks and proof of delivery of each check upon the Board of Education's receipt of such proof.

VI. REINSTATEMENT

29. Within fourteen (14) days from the Date of Entry of this Agreement, the Board of Education will assign Thao Lee to its Reassigned Teacher Pool ("RTP") providing her first priority for assignments within Networks one (1), two (2), and four (4). Ms. Lee will receive a full-time salary and benefits at lane 1, step 13, under Salary Schedule 1A of the 2012-2015 collective bargaining agreement between the Chicago Teachers Union and the Board of Education, unless and until it is superseded by a subsequent collective bargaining agreement, at which

point Ms. Lee will receive the salary and benefits afforded to reassigned teachers under that subsequent agreement. If the Board of Education attempts to contact Ms. Lee regarding an assignment and Ms. Lee refuses an assignment for any reason other than for the reason that she is using a benefit day, as defined by Board of Education policies, practices or rules, or for the reason that the assignment is outside of Networks one (1), two (2), and four (4), she will not be paid. The Board of Education guarantees Ms. Lee the position and full-time salary described in this Paragraph for ten (10) school months, and guarantees Ms. Lee will receive benefits associated with the position for one calendar year. Except as specified in this Paragraph, all other matters regarding Ms. Lee's employment in the RTP, including salary and benefits, shall be governed by the collective bargaining agreement in effect at the time. If no such agreement is in effect at the time that Ms. Lee serves in the RTP, she shall be subject to the same rules, procedures, policies, and guidelines applicable to all other RTP teachers unless otherwise specified in this Paragraph.

30. If Ms. Lee remains in the RTP at the conclusion of the tenth school month, the Board of Education will place her immediately in the Cadre Pool at the rate of pay set forth in Salary Schedule A1J.i. of the 2012-2015 collective bargaining agreement between the Chicago Teachers Union and the Board of Education, unless and until it is superseded by a subsequent collective bargaining agreement, at which point Ms. Lee will receive the salary and benefits afforded to Cadre Pool teachers under that subsequent agreement. The Board of Education anticipates that at that time, absences to be filled with Cadre teachers by the Board of

Education's Talent Office will be made through an electronic system on a first-come, first-served basis. However, if no such electronic system is in place at the time Ms. Lee enters the Cadre Pool, the Board of Education will ensure that Ms. Lee is given first priority for assignments within Networks one (1), two (2), and four (4) in the northwest region of Chicago of which the Board of Education's Talent Office is made aware. The Board of Education guarantees Ms. Lee the position and pay described in this Paragraph for ten (10) school months, and guarantees Ms. Lee will receive benefits associated with the position for one calendar year. Except as specified in this Paragraph, all other matters regarding Ms. Lee's employment in the Cadre, including pay and benefits, shall be governed by the collective bargaining agreement in effect at the time. If no such agreement is in effect at the time that Ms. Lee serves in the Cadre, she shall be subject to the same rules, procedures, policies, and guidelines applicable to all other Cadre teachers, unless otherwise specified in this Paragraph.

31. If Ms. Lee remains in the Cadre at the conclusion of the tenth school month then the Board of Education will place her immediately in the day to day substitute teacher pool. Except as specified in this Paragraph, all other matters regarding Ms. Lee's employment in the day to day substitute teacher pool, including pay and benefits, shall be governed by the collective bargaining agreement in effect at the time. If no such agreement is in effect at the time that Ms. Lee serves in the day to day substitute teacher pool, she shall be subject to the same rules, procedures, policies, and guidelines applicable to all other day to day substitute teachers, unless otherwise specified in this Paragraph.

32. Ms. Lee's assignments as defined in Paragraphs 29-31 shall not be extended, and are subject to the Board of Education's rules, policies, guidelines and practices that govern employee conduct, and do not exempt her from complying with them.
33. Should any of the Relief Recipients seek employment with the Board of Education in the future, the Board of Education will consider the application in accordance with its policies and procedures and will treat such application in the same manner in which it considers all applications.

VII. COMPLIANCE MONITORING

34. For the duration of this Agreement as set forth in Paragraphs 42-43, the Board of Education will send quarterly reports to the United States identifying every complaint of discrimination or harassment related to pregnancy, and every related complaint of retaliation, made by an employee of the Board of Education to (a) the Board of Education's Equal Opportunity Compliance Office, (b) the Equal Employment Opportunity Commission, (c) the Illinois Department of Human Relations, or (d) a Federal or State Court. In the quarterly reports, the Board of Education will identify the date of receipt of the complaint, name of the work location implicated, description of the substance of the complaint, status of the complaint, interviews conducted to investigate the complaint, findings as to whether the complaint was determined to be founded or unfounded, and any corrective measures taken in response to the complaint.
35. Upon request of the United States the Board of Education will produce within ten (10) days, additional documents and information relating to any complaint identified in a quarterly report. If a dispute arises under this Paragraph regarding

the production of documents or information, the Parties will employ the dispute resolution process set forth in Paragraph 39. The first quarterly report is due ninety (90) days after the Date of Entry of this Agreement, with a report due every ninety (90) days thereafter for the duration of the Agreement.

36. The Board of Education will retain the following documents and information during the term of this Agreement, or for the period of time required by applicable Board of Education or state records retention requirements, whichever is longer:
- (a) the provisions and effective date of the policies, procedures, and/or guidelines implemented pursuant to Paragraph 4 and distributed to its employees, vendors, and Board Members;
 - (b) acknowledgment that each individual received the policies, procedures, and/or guidelines or notice of the policies, procedures, and/or guidelines as required by Paragraph 7;
 - (c) copies of the postings of the policies, procedures, and/or guidelines on the Board of Education's website, as set forth in Paragraph 7; and
 - (d) all documents in the possession of the Board of Education's Equal Opportunity Compliance Office or Law Department, or which the Board of Education creates, relating to any written or verbal complaint of discrimination or harassment based on sex (pregnancy), or related retaliation, made by any employee, including documents relating to the Board of Education's investigation and resolution of any such complaints.
37. The United States may review the Board of Education's compliance with this Agreement at any time and accordingly will have the right to inspect and copy

any documents related to the Board of Education's compliance with this Agreement that are not protected by the attorney-client privilege or work product doctrine, upon ten (10) days written notice to the Board of Education, without further order from this Court. If a dispute arises under this Paragraph regarding inspection or copying of documents, the Parties will employ the dispute resolution process set forth in Paragraph 39.

38. The Employment Litigation Section ("ELS") of the United States Department of Justice Civil Rights Division will provide the Board of Education at least ten (10) school days notice of a visit to any Board of Education school or interview, or written communication by ELS with any Board of Education represented party. However, no such notice is required where a Board of Education represented party has contacted ELS or the United States Equal Employment Opportunity Commission to discuss his or her own complaint. If there is a scheduling conflict with the date and time of the visit, the Board of Education may request an alternate date and time. ELS must provide written notice of any site visits required pursuant to this Paragraph via U.S. mail and email, to the General Counsel of the City of Chicago Board of Education Department of Law (currently, General Counsel, Ronald L. Marmer, rmarmer@cps.edu) and Linda Hogan, Senior Assistant General Counsel, lkhogan@cps.edu, One North Dearborn Street, Suite 900, Chicago, IL, 60602. The Board of Education will notify the United States of any change in General Counsel. Upon notice by attorneys of ELS of a required site visit pursuant to this Agreement, attorneys for the Board of Education may attend any such site visits and related interviews, or

be included on any written communications with the Board of Education represented parties who have not made a personal complaint of discrimination, harassment, or retaliation.

VIII. DISPUTE RESOLUTION

39. The Parties will attempt in good faith to resolve informally any dispute that may arise under this Agreement. Should the United States find the Board of Education to be in breach of a term of this Agreement, the United States will notify the Board of Education's General Counsel via U.S. mail and email at the addresses indicated in Paragraph 38. The Board of Education will have forty-five (45) days to cure any alleged breach of this Agreement prior to the United States filing with the Court any action related to the alleged breach. The Parties agree that mediation can be a helpful way to resolve disputes that may arise under this Settlement Agreement. In the event that the United States alleges any breach of the material terms of this Agreement and the Parties cannot resolve the dispute during the forty-five (45) day cure period, the United States may request mediation of the dispute with a United States Magistrate Judge. The Board of Education agrees to participate, in good faith, in any requested mediation under this Paragraph.

IX. MODIFICATION OF THE AGREEMENT

40. This Agreement constitutes the entire agreement and commitments of the Parties. The Parties, without Court approval, may jointly agree to modifications of time limits and the Parties' contacts set forth in this Agreement. The Parties may jointly agree to other modifications of this Agreement only with the approval of

the Court.

X. JURISDICTION OF THE COURT

41. The Court will maintain jurisdiction over this case throughout the duration of this Agreement, as identified in Paragraphs 42-43, for the purposes of enforcing the terms of the Agreement and resolving any disputes between the Parties with respect to the terms or implementation of the Agreement.

XI. DURATION OF AGREEMENT AND TERMINATION

42. This Agreement is in effect for one (1) year from the Date of Entry of this Agreement as applied to the entire Chicago Board of Education. This Agreement is in effect for one and one-half (1.5) years from the Date of Entry of this Agreement as applied to Scammon Elementary School.

43. Without further order of the Court, this Agreement will expire at the conclusion of the time periods set forth in Paragraph 42.

XII. GENERAL PROVISIONS

44. If any provision of this Agreement is found to be unlawful, only the specific provision in question will be affected and the other provisions will remain in full force and effect.

45. The United States and Board of Education will each bear its own costs, expenses, and attorneys' fees in this action, including the costs of compliance or monitoring.

46. With the written consent of both Parties' counsel, all documents required to be delivered to the United States under this Agreement may be sent via electronic mail to Patricia Stasco (patricia.stasco@usdoj.gov), Lori Kisch (lori.kisch@usdoj.gov), and Candyce Phoenix (candyce.phoenix@usdoj.gov).

Without that written consent, documents required to be delivered under this Agreement to the United States will be sent via overnight delivery to:

Patricia Stasco
Employment Litigation Section
Civil Rights Division
United States Department of Justice
601 D Street, N.W., PHB Room 4711
Washington, D.C. 20530
202.353.2297

47. With the written consent of both Parties' counsel, all documents required to be delivered to the Board of Education under this Agreement, may be sent via electronic mail to Susan M. O'Keefe (sokeefe@cps.edu) and Linda Hogan (lkhogan@cps.edu). Without that written consent, documents required to be delivered under this Agreement to the Board of Education will be sent via overnight delivery to:


Linda Hogan
Department of Law
Board of Education of the City of Chicago
1 N. Dearborn, Suite 900
Chicago, IL 60602

IT IS SO ORDERED this 17 day of December 2015.



The Honorable Rebecca R. Pallmeyer
United States District Judge

Date: December 16, 2015

By: 
RONALD L. MARMOR
General Counsel

Agreed to and entered into by,

VANITA GUPTA
Principal Deputy Assistant Attorney
General

Board of Education of the City of
Chicago
1 North Dearborn Street, Suite 900
Chicago, Illinois 60602
(773) 553-1700

By: /s/ Susan M. O'Keefe

Susan M. O'Keefe
Board of Education of the City of
Chicago
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Chicago, Illinois 60602
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Email: sokeefe@cps.edu

By: /s/ Linda Hogan

Linda Hogan
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1 North Dearborn Street, Suite 900
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By: /s/ Katherine A. Christy

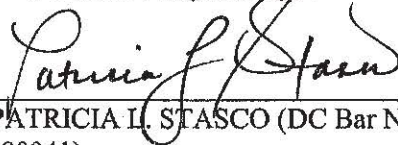
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Civil Rights Division
United States Department of Justice

BY: DELORA L. KENNEBREW
Chief
Employment Litigation Section
Civil Rights Division
United States Department of Justice



LORI B. KISCH (DC Bar No. 491282)
Special Litigation Counsel
Employment Litigation Section
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601 D Street, NW
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PATRICIA L. STASCO (DC Bar No.
490041)
Senior Trial Attorney
CANDYCE PHOENIX (VA Bar No.
80800)
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Civil Rights Division
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