

SETTLEMENT AGREEMENT AND RECIPROCAL RELEASE

This Settlement Agreement and Release (the “Agreement”) is entered into by and among Doris Hardy, as Mother and Legal Guardian of D.D., a minor, (“Plaintiff”), and Springfield Public Schools District No. 186 (the “District”) (Plaintiff and the District collectively referred to as the “Parties”).

RECITATIONS

WHEREAS, Plaintiff filed a Complaint at Law against the District, Jessie L. Crawford, and Boys & Girls Club of Central Illinois (“B&GC”), alleging that D.D. was assaulted by Crawford, who Plaintiff alleged was an employee of the District and/or B&GC. Said Complaint bears docket no. 2024-cv-03093 and was filed in the United States District Court for the Central District of Illinois and is hereinafter referred to as the “Complaint.”

WHEREAS, the Complaint alleges that the District is liable for injuries caused to D.D. by the

WHEREAS, the settlement of Plaintiff’s claims against B&GC are subject to a separate settlement agreement between Plaintiff and B&GC, to which the District is not a party and to which the District is not bound; and

WHEREAS, the Parties desire to resolve all differences and all issues between them.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Payments and Other Consideration**

That in consideration of the Parties’ agreement to execute the settlement and release contained herein, and for the dismissal of the Complaint with prejudice and without costs as to the District, the District and/or its insurer Selective shall pay to the Plaintiff the sum of **\$20,000**.

Approval of the settlement by the appropriate probate court is an express pre-condition to the payment set forth in Paragraph 1.

2. **Release of All Claims By Plaintiff**

Plaintiff, on behalf of herself and on behalf of D.D., hereby fully, finally and unconditionally releases and forever discharges the District and each of their respective successors, assigns, representative, heirs, affiliates, owners, members, shareholders, directors, officers, managers, employees, and agents, of and from any and all charges, promises, actions, causes of action, covenants, contracts, controversies, agreements, complaints, claims, counter-claims, liabilities, obligations, suits, demands, grievances, arbitrations, costs, losses, sums of money, accounts, bills, judgments, executions, damages, debts and expenses, including attorneys' fees and costs, of any nature whatsoever, in law or in equity (collectively, "**Claims**"), which Plaintiff and/or D.D. has ever had, now has, or shall or may have, whether known or unknown, suspected or unsuspected, and howsoever denominated or described, in any way arising out of, related to or on account of any act, matter, omission, cause or event occurring prior to the Effective Date of this Agreement, including, without limitation, Claims that relate to the Lawsuit or are reflected in the Complaint therein (as amended) and the events of February 26, 2024 as alleged in the Complaint, whether sounding in tort (including negligence), breach of contract, contribution, indemnity, statutes or regulations of any jurisdiction, including but not limited to Section 1983 of the Civil Rights Act of 1866, or otherwise; provided, however, that nothing in this release shall relieve the District from any of their obligations under this Agreement.

3. **The District's Reservation of Rights Against B&GC**

By this Agreement, the District does not release any claims it has or may have against the B&GC for indemnity, breach of contract, and/or any other theory of liability, based on contract, statute, common law, or equity, arising out of the allegations in the Complaint. The District expressly reserves the rights to pursue any such claims in the future.

4. **Release of Disputed Claims**

The release and settlement of the claims made by the Parties herein is made in compromise of doubtful and disputed claims made in the Complaint, that the District denies any liability for any of the injuries claimed; and that the execution and delivery of this Agreement shall not be construed or act as an admission of liability for the injuries claimed.

By participating in this Agreement, no party thereto, including the District or its insurers, are admitting or agreeing that Crawford was or is an employee and/or agent of the District at the time of the incident alleged in the Complaint, or that Crawford is or was an insured person or party under any policy of liability insurance issued to the District, or that the insurer owes any obligations of any sort to Crawford with respect to the incident alleged in the Complaint.

5. **Liens**

Plaintiff warrants that she has not received notice of any liens and is not aware of any liens which have been filed with respect to this cause. Plaintiffs agree to reimburse any Medicare lien, or any other lien from the residue of this settlement and further agree to indemnify and hold harmless the District from and against all claims for loss, damages, liability, causes of action or

suits for damages, judgment, awards, costs, attorney's fees and/or any and all other expenses of any kind or nature arising from any claim or any liens of any medical or health care provider, medical insurer, HMO, PPO, Medicaid, Medicare, government agency or any other entity asserting a lien which could or might be filed with regard to this claim or for any matter arising out of the facts alleged in the Complaint against the District.

6. **Enforcement of this Agreement**

The parties hereto recognize that this instrument contains certain duties, promises and obligations. The Circuit Court of the Seventh Judicial Circuit, Sangamon County, Illinois shall have the sole and exclusive jurisdiction, power and authority to resolve all issues and disputes arising from this agreement.

7. **Dismissal of the Complaint**

Within seven (7) days of Plaintiff's receipt of the payment set forth in Paragraph 1, *infra*, Plaintiff will move to have the case dismissed pursuant to the Settlement Agreement, with each party to bear their own costs and attorneys' fees as provided in this Agreement.

8. **Confidentiality**

Plaintiff and the District acknowledge and agree that a material term of this Agreement is that its terms and conditions are confidential to the extent permitted by law. Plaintiff and the District agree that they may not disclose the terms and conditions of this agreement, including the dollar amount of this Agreement, to any person or entity, except to (a) their respective attorneys, Board of Directors and Officers, their tax advisors, agents of governmental taxing authorities acting in their official capacities, pursuant to lawful subpoena, or as may otherwise be required by law; (b) in response to a valid and lawful request pursuant to the Freedom of Information Act, 5 ILCS 140/1, et seq., or (c) with the express written consent of all parties.

9. **Miscellaneous**

- a. This Agreement shall be interpreted, construed and governed in accordance with, and under the laws of the State of Illinois.
- b. No alterations, modifications or interpretations hereof shall be binding unless in writing and signed by all Parties.
- c. No consent of any other person or entity is required for this Agreement to be valid and binding upon all the Parties and to resolve all outstanding disputes among the Parties.
- d. This Agreement has been carefully and fully read by all the Parties hereto, all of whom understand its contents and are satisfied with the Agreement herein mentioned and the same shall be binding upon and inure to the benefit of each of them, their successors, and assigns, agents, officers, directors, shareholders, and employees respectively.

- e. The terms and conditions of this Agreement are contractual and not merely recital.
- f. This Agreement will be deemed effective as of the date of the last signature below.
- g. All Parties have had the benefit of counsel in reviewing and understanding this Agreement. The Parties agree that this Agreement is acceptable to each of them, and that this writing will not be construed against any party.
- h. The Parties agree that this Agreement may be executed by counterparts.
- i. The Agreement will become effective upon its execution by Parties and upon approval by the District's Board of Education.
- j. The signature page for the parties are attached hereto and must be fully executed by each party for this Settlement Release to be deemed fully enforceable.

- END -

Dated: 02/20/2025

**DORIS HARDY, AS THE PARENT AND LEGAL
GUARDIAN OF D.D., A MINOR**

By: _____
Doris Hardy

Dated: _____

SPRINGFIELD PUBLIC SCHOOL DISTRICT 186

By: _____

Title: _____