

2.15 APPROVAL OF SETTLEMENT AGREEMENT AND RELEASE BETWEEN DISTRICT 200 AND FORMER EMPLOYEE CYNTHIA MCCONNELL

A. SUBJECT

This item is included on the agenda so the Board of Education can approve a Settlement Agreement and Release between District 200 and former employee, Cynthia McConnell.

B. INFORMATION

This item has been discussed previously in closed session by the Board and has been reviewed and prepared by legal counsel for Board approval this evening.

This item will be included as part of the Consent Agenda Motion.

EQUAL EMPLOYMENT OPPORTUNITY COMMISSION

REQUEST FOR WITHDRAWAL OF CHARGE OF DISCRIMINATION

CHARGE NUMBER: 440-2025-11500

CHARGING PARTY: Cynthia McConnell

RESPONDENT: Woodstock Community Unit

I am aware that the Federal Government protects my right to file a charge and have been advised that it is unlawful for any person covered by the statutes enforced by the EEOC to threaten, intimidate, harass, or otherwise retaliate against me because I have filed a charge. I have not been coerced into requesting this withdrawal.

I request withdrawal of my charge because the charge was resolved through mediation.


Charging Party

Date

3/16/2026

SETTLEMENT AGREEMENT AND RELEASE

This **SETTLEMENT AGREEMENT AND RELEASE** (“Agreement”) is made and entered into by and between **CYNTHIA J. MCCONNELL** (“Complainant”), and the **BOARD OF EDUCATION OF WOODSTOCK COMMUNITY UNIT SCHOOL DISTRICT NO. 200** (“District” or “Board”) (collectively, the “Parties”).

WITNESSETH:

WHEREAS, Complainant filed a Charge of Discrimination against the District with the United States Equal Employment Opportunity Commission (“EEOC”) , which was cross-filed with the Illinois Department of Human Rights (“IDHR”) with charge number 440-2025-11500 (“Charge”) on or about August 21, 2025, alleging that she was subjected to discrimination on the basis of sex, sexual harassment, and a hostile work environment in violation of the *Illinois Human Rights Act* (“IHRA”) and Title VII of the *Civil Rights Act of 1964* (“Title VII”). The Notice of Charge, dated September 4, 2025, further identified claims of constructive discharge and retaliation.

WHEREAS, the District denies and has denied any and all fault, wrongdoing, and liability to Complainant, and denies that Complainant is entitled to any award or relief; and

WHEREAS, the Parties mutually wish to avoid further litigation and resolve all claims that Complainant has or may have against the District, including but not limited to claims set forth in her Charge and issues arising from the Charge, and all claims arising out of or relating to her employment with and/or separation from employment with the District, and/or any claims relating to and against the District.

NOW, THEREFORE, in consideration of the terms and conditions herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

1. **INCORPORATION OF RECITALS.** The recitals set forth above are true and correct and are incorporated in this paragraph by reference.
2. **WITHDRAWAL OF CHARGE.** In consideration of the promises set forth in this Agreement, the value of which Complainant acknowledges and concurs, Complainant agrees to voluntarily withdraw the Charge with prejudice within five (5) business days of the effective date of this Agreement by executing and submitting a Request for Withdrawal of Charge of Discrimination (*See Exhibit A*, attached hereto) to the EEOC and any other form necessary to file a voluntary withdrawal with the IDHR. Upon doing so, Complainant shall provide proof of the voluntary withdrawal to legal counsel for the District.
3. **PAYMENT.** In consideration of the General Release of Claims set forth in Paragraph 5 of this Agreement and the withdrawal and dismissal of the Charge against the District, with prejudice, as set forth in Paragraph 2 of this Agreement, the District shall pay Complainant the gross sum of \$25,000.00 (Twenty-Five Thousand Dollars and 00/100 cents)(“Settlement

Amount”). Payment shall be issued within ten (10) school business days following Board action to approve this Agreement at the next scheduled Board meeting after all of the following conditions have been satisfied, provided that such satisfaction occurs by the Thursday preceding that Board meeting: (i) the District receives a copy of this Agreement executed by Complainant; (ii) Complainant’s seven-day revocation period has expired and Complainant has not revoked this Agreement; (iii) the District receives an IRS Form W-9 executed by the Complainant; (iv) the District receives an IRS Form W-9 executed by Favaro & Gorman, Ltd; and (v) Complainant produces an executed Form W-4 to the District or notifies the District, in writing, to use the most recent W-4 on file with the District. The District shall pay the Settlement Amount in the following manner:

- A. **Attorney’s Fees: Ten Thousand Dollars and 00/100 cents (\$10,000.00)** made payable to Favaro & Gorman, Ltd. (9510 Turnberry Trail, Lakewood, IL 60014) for attorney’s fees and expenses. An IRS Form 1099 will be issued to Favaro & Gorman, Ltd. for this amount, based upon a completed Form W-9 to be provided by Favaro & Gorman, Ltd. to the District’s legal counsel upon Complainant’s execution of this Agreement. Such payment shall also be included in a Form 1099 issued to Complainant in the amount of \$10,000.00, based upon a completed Form W-9 to be provided by Complainant to the District’s legal counsel upon Complainant’s execution of this Agreement. (See **Exhibit B**, attached hereto).
- B. **Complainant Distribution: Fifteen Thousand Dollars and 00/100 cents (\$15,000.00)** made payable to Complainant, less state and federal withholding tax and any other deductions and withholdings as required by law. Complainant shall produce an executed Form W-4 to the District (See **Exhibit C**, attached hereto) or notify the District, in writing, to use the most recent W4 on file with the District. The Complainant Distribution shall be designated as follows:
 - a. **Seven Thousand Six Hundred and Ninety-Six Dollars and 00/100 cents (\$7,696.00)** reported via a Form W-2 to Complainant, representing approximately two (2) months’ pay; and
 - b. **Seven Thousand Three Hundred and Four Dollars and 00/100 cents (\$7,304.00)** reported via a Form 1099 to Complainant as consequential damages not paid on account of personal physical injuries or physical sickness.

Complainant acknowledges this payment exceeds any benefit to which she was already entitled and agrees this payment constitutes full and final payment of all amounts due to Complainant. The District makes no representation as to the taxability of the Settlement Amount and Complainant acknowledges that she shall be responsible for any and all tax consequences associated with this payment. Should the District be obligated to pay taxes, penalties or interest in association with any taxes due on the Settlement Amount, Complainant shall indemnify the District for such obligations. Complainant further acknowledges that she has not relied on any advice from the District or its attorneys, agents, employees or representatives concerning the taxability of the Settlement Amount.

Except for the attorney's fees expressly referenced in subparagraph A of this Paragraph 3, Complainant shall be responsible for payment of her legal fees, court costs, and any other expenses incurred as a result of, or related to, the Complaint or incurred in arriving at and executing this Agreement.

4. **NO ADDITIONAL BENEFITS.** No promise has been made by the District to pay Complainant any other or future consideration except as set forth in this Agreement. Complainant shall not be entitled to any additional benefits other than those specifically set forth in this Agreement. Further, the promises indicated in this Agreement exceed any payment, benefit, or other thing of value that Complainant is already entitled to receive from the District pertaining to the claims settled herein.

5. **RELEASE OF CLAIMS.** In consideration of the promises contained herein, Complainant and her heirs, agents, attorneys, representatives, administrators, executors, successors, and assigns (collectively, "Releasors") hereby release, discharge, and forever free the District and any past, present, or future Board members, trustees, officers, administrators, employees, volunteers, agents, attorneys, representatives, primary and excess insurers, heirs, successors, and assigns (collectively, "Releasees") from any and all claims, allegations, assertions, debts, dues, demands, liens, obligations, fees (including attorneys' fees), actions, or causes of action, of every kind or nature, at law or in equity, that they may now have or claim to have, or that may hereinafter accrue, whether known or unknown, anticipated or unanticipated, for any act done or omitted to be done connected with the past or present relationship between the Parties arising out of the facts and circumstances giving rise to this Charge, including but not limited to any act or omission that was alleged or that could have been alleged in the Charge or that is in any way connected with or related to the alleged facts that are the basis of the released claims. This release specifically includes, but is not limited to, rights or claims arising under the Illinois or United States Constitutions, and any other federal, state, or local statute, law, common law, ordinance, regulation, or order. Releasors shall never maintain, pursue, institute, or cause to be instituted, assist in the institution of, or participate in any suit or action at law, equity, or otherwise, in any federal or state court, before any federal, state, or local administrative agency, or before any tribunal, public or private, relating to or arising from any claim that has been released hereunder, or related to the alleged facts that are the basis of the released claims. This release does not extend to any claims that, as a matter of law, cannot be waived by an agreement such as this Agreement.

Nothing in this Agreement shall be construed to prohibit Complainant from participating in a charge or otherwise truthfully communicating with or cooperating with an investigation by any federal, state, or local official or agency, including an investigation concerning unlawful employment practices. However, Complainant waives any right to recover any monetary damages or any other remedy as a result of any such charge, action or communication. This release does not include any claims arising out of future events taking place after the effective date of this Agreement or any claims to enforce the terms of this Agreement.

6. **NO OUTSTANDING OR KNOWN FUTURE CLAIMS/CAUSES OF ACTION.** Complainant affirms that she has not filed with any governmental agency or court any type of objection, allegations, claims, complaints, appeals, or requests against the Releasees and currently

knows of no existing act or omission by the Releasees that may constitute a claim or liability excluded from the Release of Claims in Paragraph 5, above.

7. **NO ADMISSION OF LIABILITY/FAULT.** This Agreement shall not in any way be construed or used as an admission of any fault, wrongdoing, or liability of any kind or nature by the District, the same being denied, and this Agreement shall not serve as evidence or notice of any wrongful, unlawful or unconstitutional act, omission, or conduct by or on the part of the Releasees or any past, current, or future employees, and volunteers in any court or other proceeding of any kind.

8. **NON-PRECEDENTIAL EFFECT.** The terms of this Agreement are non-precedential, and this Agreement will not be used for any purpose other than to resolve this dispute.

9. **SEVERABILITY.** Should any provision of the Agreement be declared illegal by a court of competent jurisdiction, then said provision shall be deleted from this Agreement to the extent it violates the law, and the remaining provisions in this Agreement shall remain in full force and effect so long as the Parties' intent in entering into this Agreement can still be met.

10. **NO ASSIGNMENT.** No assignment or transfer of this claim or any part thereof by operation of law or otherwise has been made or will be made at any time in the future.

11. **CONTRACTUAL CAPACITY.** Complainant acknowledges that she has entered into this Agreement voluntarily and knowingly and with the full and complete authority and contractual capacity to do so. Complainant acknowledges that she was provided an opportunity to consult with an attorney prior to executing this Agreement and has had ample opportunity to review its terms. Further, Complainant acknowledges she is aware of and understands all rights and claims pursuant to this Act, including, without limitation, the following:

- a. That she has the right to be provided twenty-one (21) calendar days to consider this Agreement. Complainant acknowledges that she may sign this Agreement sooner, that she has elected to do so, and that her decision to do so is knowing and voluntary and not induced by the District through fraud, misrepresentation, or threat; and
- b. That for a period of seven (7) calendar days following Complainant's execution of this Agreement, she has the right to revoke this Agreement by delivering, via courier or other personal delivery, a written revocation to Ellen B. Rothenberg, 500 Park Boulevard, Suite 1000, Itasca, IL 60143, by no later than the seventh calendar day following her execution of this Agreement. Any revocation within this period must state "I hereby revoke acceptance of our Agreement and General Release." This Agreement shall not become effective or enforceable until this revocation period has expired; and
- c. That by the release and waiver provisions contained in this Agreement, Complainant does not waive rights or claims that may be brought before a court or administrative body pursuant to the *Age Discrimination in Employment Act of 1967* ("ADEA"), as amended, that may arise after the date this Agreement is executed;

and

- d. By signing this Agreement, Complainant agrees that she has read and fully understands this Agreement and has voluntarily entered into this Agreement with full knowledge and understanding that she is expressly waiving valuable rights including but not limited to, claims she has or might have under the *Illinois Human Rights Act* (“IHRA”), Title VII of the *Civil Rights Act* (“Title VII”), the ADEA, and all other claims enforced by the IDHR, EEOC, or any other federal, state or local administrative agency.

12. APPLICABLE LAW AND CHOICE OF FORUM. This Agreement is made and entered into within and shall be governed by, construed, interpreted, and enforced in accordance with the laws of the State of Illinois.

13. ADDITIONAL DOCUMENTS. Complainant agrees to cooperate fully and sign any and all supplementary documents, provide all information, and take all additional actions necessary to effectuate this Agreement.

14. NO MODIFICATIONS. No provisions or requirements expressed in this Agreement may be altered, modified, changed, or canceled after the effective date of this Agreement, except upon the express written consent of all Parties.

15. TAX CONSEQUENCES. The District shall report the payments to Complainant, and issue the appropriate IRS Form W-2 and Form 1099 to Complainant, in accordance with the provisions of Paragraph 3 of this Agreement. The District shall deduct all employee withholdings required by state or federal law consistent with normal payroll practices. The District is in receipt or possession of Complainant’s Taxpayer Identification Number/Social Security Number.

16. ENTIRE AGREEMENT. This Agreement sets forth all the promises, agreements, conditions, and understandings between the Parties relative to the subject matter hereof and no other promises, agreements, or understandings, whether oral or written, expressed or implied, exist between the Parties. This Agreement constitutes the entire agreement and understanding of the Parties and supersedes all prior negotiations and/or agreements, proposed or otherwise, written or oral, concerning the subject matter hereof.

17. EXECUTION. This Agreement may be executed in multiple counterparts, and a set of counterparts bearing the signatures of each Party hereto shall constitute the Agreement as fully as if the Parties had signed a single document. The Parties shall accept facsimile or electronic copies of this Agreement as if original copies.

18. EFFECTIVE DATE. Complainant acknowledges that pursuant to Paragraph 12, above, she has been offered twenty-one (21) days to consider this Agreement and understands that she may, for a period of seven (7) days from the date of her signature of this Agreement, revoke such Agreement and that this Agreement shall not become effective until eight (8) days have passed from the date Complainant signs this Agreement, or upon the date the Board signs this Agreement, whichever is later.

19. **COMPLAINANT'S AGREEMENT NOT TO SEEK RE-EMPLOYMENT.** The Complainant understands that she has no rights to employment or re-employment with the District and agrees to never seek or apply for employment with the District, unless the District makes a written request that she do so. Complainant further agrees that this Agreement is sufficient reason for the District to reject any such application by the Complainant for re-employment or employment.

THEREFORE, the Parties have caused this Agreement to be executed on the dates written below:

THIS AGREEMENT CONTAINS A RELEASE OF CLAIMS. PLEASE READ CAREFULLY AND CONSULT WITH LEGAL COUNSEL BEFORE SIGNING.

CYNTHIA J. MCCONNELL

By: _____



Date: 3/16/26

**BOARD OF EDUCATION OF
WOODSTOCK COMMUNITY UNIT
SCHOOL DISTRICT NO. 200**

By: _____

Board President

Date: _____

ATTEST:

By: _____

Secretary

Date: _____