

## **STUDENT RESIDENCY SETTLEMENT AGREEMENT AND RELEASE**

This Settlement Agreement and Release ("Agreement") is made and entered into as of the last dates set forth below by and between [REDACTED] ("the Parents") on their own behalf and on behalf of [REDACTED] and the Board of Education of Hinsdale Township High School District 86 in Cook and DuPage Counties, Illinois ("the District"), collectively referred to as the "Parties".

WHEREAS, [REDACTED]

[REDACTED]; and

WHEREAS, there presently exist matters of pending and contemplated disputes between the parties regarding student residency within the District, McKinnley Vento claims, and/or allegations against the District related to bias/discrimination towards [REDACTED]; and

WHEREAS, it is the express intention and desire of the parties to compromise any and all claims, whether known or unknown, anticipated or unanticipated, liquidated or unliquidated, that have been or could have been raised by the Parents, which are related to or arise out of student residency, student services, placements, or potential claims of discrimination or bias, whether provided to or withheld from the Student by the District.

NOW THEREFORE, in consideration of the promises and mutual undertakings and agreements of the parties hereto, IT IS HEREBY AGREED as follows:

1. **Recitals.** The recitals set forth above are hereby adopted as fully set forth herein.
2. **No Admission.** The parties acknowledge and agree that this Agreement does not constitute and shall not be deemed an admission on the part of the other party of any facts alleged or of any wrongdoing, liability, error, or violation of any federal, state, statute, regulation, order or Board policy.
3. **Hearings.** Upon execution of the Agreement the District and Parents shall not proceed to a McKinnley Vento hearing or a residency hearing for the student [REDACTED]
4. **Tuition Fees.** The parties acknowledge and agree that the District shall waive any and all tuition fees incurred for [REDACTED] for the 2024 2025 school year.
5. **Waiver of Claims and General Release of Parents.** Parent and Student hereby release the District, Board, and their employees, agents, and representatives ("Releasees") from any and all legal claims that were asserted or could be asserted against the Releasees related to residency matters, discrimination matters, and any other matters identified herein. The Release includes, without limitation, any claims related to the matters identified herein made under any federal or state law and the Constitution of the United States or the State of Illinois.



6. **Waiver of Claims and General Release of District.** The District hereby release the Parents and Student ("Releasees") from any and all legal claims that were asserted or could be asserted against the Releasees related to residency matters and any other matters identified herein. The Release includes, without limitation, any claims related to the matters identified herein made under any federal or state law and the Constitution of the United States or the State of Illinois.
7. **Complete Understanding.** This Agreement sets forth all the promises, agreements, and conditions and understandings between the Parents and the District relative to the subject matter herein. By signing this Agreement, in consideration of the above recitals, both Student and Parent agree that (1) they have done so voluntarily and at the advice of their counsel, and (2) have been fully made aware of their rights afforded by law and have freely executed this Agreement.
8. **Confidential Agreement.** This Agreement shall be considered a student record subject to the confidentiality requirements of the Illinois Student Records Act and the Family Educational Rights and Privacy Act. As such the parties agree that the terms and conditions of this Agreement shall be maintained confidentially and shall not be relayed to any third party except as required by law, to the parties' respective counsel, or as may be necessary to implement and/or enforce the terms of this Agreement.
9. **Modifications, Construction, Enforcement, and Choice of Law.** This Agreement may be modified only in writing by an agreement of both the Parents and the District. The parties agree that this Agreement may only be enforced by a state or federal court of competent jurisdiction. If any state or federal court of competent jurisdiction determines that one or more of this section of this Agreement are ambiguous, such ambiguities shall not be construed against the drafter of this Agreement solely by reason of the status of "drafter" of the Agreement. Furthermore, if any state or federal court determines that one or more sections of this Agreement are not legally enforceable, such section(s) shall be severed and the remaining provisions deemed enforceable, such section(s) shall be severed and the remaining provisions deemed enforceable. This Agreement shall be interpreted in accordance with the laws of the State of Illinois.
10. **Attorney Fees.** The Parties agree to pay their own costs and attorney fees incurred in this matter.

11. **Effective Date.** This Agreement becomes effective on the date last executed by the Parties.

**BOARD OF EDUCATION OF HINSDALE  
TOWNSHIP HIGH SCHOOL DISTRICT  
86**

BY:

President

BY:

Parent

BY:

**ATTEST:**

Secretary

Parent

Date:

May 29 2025

Date:

5/22/2025



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[REDACTED]; and

WHEREAS, there presently exist matters of pending and contemplated disputes between the parties regarding student residency within the District, McKinnley Vento claims, and/or allegations against the District related to bias/discrimination towards [REDACTED]; and

WHEREAS, it is the express intention and desire of the parties to compromise any and all claims, whether known or unknown, anticipated or unanticipated, liquidated or unliquidated, that have been or could have been raised by the Parents, which are related to or arise out of student residency, student services, placements, or potential claims of discrimination or bias, whether provided to or withheld from the Student by the District.

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86**

BY: \_\_\_\_\_

President

BY: \_\_\_\_\_

Parent

BY: \_\_\_\_\_

ATTEST: \_\_\_\_\_

Secretary

Parent

Date: \_\_\_\_\_

May 29 2025

Date: \_\_\_\_\_

5/22/2025