



A Tradition of Excellence

August 21, 2018

Via Electronic Mail

Katy Smyser
katy.smyser@nbcuni.com

RE: 19-009 RESPONSE TO FOIA REQUEST

Dear Ms. Smyser:

Thank you for writing to Hinsdale Township High School District No. 86 with your request for information pursuant to the Illinois *Freedom of Information Act* ("FOIA"), 5 ILCS 140/1 *et seq.*, received on August 7, 2018. The District extended the time for responding to your request by five (5) business days on August 14, 2018, pursuant to Section 3(e) of FOIA.

Your request is restated below:

"Please provide me with records sufficient to show all cases where Hinsdale Township High School District 86 paid a plaintiff or plaintiffs -- by verdict, settlement or satisfaction -- as the result of a sexual misconduct or sex/gender discrimination claim, from January 1, 2008 to the present.

Sexual misconduct and discrimination claims can include (but are not limited to) allegations of sexual harassment, sexual assault, rape, statutory rape, indecent exposure, obscenity, forcible sodomy, forcible fondling, disparate impact, retaliation related to sex or gender discrimination or misconduct, Illinois gender violence, and/or other sex- or gender-related allegations.

The records should each include a case number; name of party paid; payment amount; fees and costs (if kept separately); the allegations in the case, and the specific department, agency, and/or individual(s) involved in the litigation.

The records should also show all money paid to outside counsel in each case, including pending cases and cases with no settlement or judgment. The records should also include information about settlements or payments that did not involve a court of law.

In addition, I am requesting all records of separation agreements and/or payments to individuals who stopped working with Hinsdale Township High School District 86 after being accused of sexual misconduct, harassment, or sex/gender discrimination."

Your request is granted in part and denied in part. Public records responsive to your request are enclosed. Pursuant to Section 7(1)(a), 7(1)(c), and 7.5(r), we redacted individually identifiable information concerning a former student. Specifically, we believe this information is "personal information, whose disclosure would constitute a clearly unwarranted invasion of privacy." 5 ILCS 140/7(1)(c). Additionally, pursuant to Sections 7(1)(c) and 7(1)(s), we have redacted insurance policy numbers. Please be advised that outside legal counsel's fees were paid by the District's insurance carrier.

You may have a right to have the redactions to the enclosed records reviewed by the Public Access Counselor (PAC) at the Office of the Illinois Attorney General. 5 ILCS 140/9.5(a). You can file your Request for Review with the PAC by writing to:

Public Access Counselor
Office of the Attorney General
500 South 2nd Street
Springfield, Illinois 62706
Fax: 217-782-1396
Email: publicaccess@atg.state.il.us



A Tradition of Excellence

If you choose to file a Request for Review with the PAC, you must do so within 60 days of the date of this letter. 5 ILCS 140/9/5(a). Please note that you must include a copy of your original FOIA request and this letter when filing a Request for Review with the PAC. You also have the right to seek judicial review of any denial by filing a lawsuit in the State circuit court. 5 ILCS 140/11.

As the District's FOIA Officer, I am responsible for the District's response to your request. This response is intended to be fully responsive to your specific requests. If I have misunderstood or misinterpreted your request in any way, please clarify your request in writing to me.

Sincerely,

FOIA Officer
Hinsdale Township High School District 86
630.655.6100
FOIA-Officer@hinsdale86.org
[FOIA Log](#)



Settlement Agreement and Release

This Settlement Agreement and Release (the "Agreement") is made and entered into this 16th day of SEPTEMBER, 2010 by and between:

"Plaintiff": [REDACTED],

"Defendants": Board of Education of Hinsdale Township High School District 86; and,
Roger Miller; and,
James Ferguson; and,

"Defendants' Insurer":¹ Selective Insurance Company of the Southeast.

Collectively, Plaintiff, Defendants and Defendants' Insurer are sometimes referenced herein as the "Parties".

Recitals

A. Plaintiff filed a complaint against Defendants and others² in the Circuit Court of the Eighteenth Judicial Circuit, DuPage County, State of Illinois, Docket No. [REDACTED] (the "Complaint"), which Complaint arose out of certain alleged negligent, willful and wanton and/or other acts or omissions by Defendants and others. In the Complaint, Plaintiff sought to recover monetary damages as a result of certain alleged occurrences during the 2001-02, 2002-03 and 2003-04 school years, at Hinsdale Central High School in Hinsdale, IL and other locations, which resulted in personal injuries to Plaintiff.

B. The parties enter into this Settlement Agreement in order to provide for certain payments in full settlement and discharge of all claims which are, or might have been, the subject matter of the Complaint, upon the terms and conditions set forth below.

Agreement

The parties agree as follows:

1.0 Releases and Discharges

¹ Intentionally omitted from this agreement is reference to Defendants' other insurer, Indiana Insurance. Any reference to "Defendants Insurer" herein shall not be construed to include or apply to Indiana Insurance.

² Robert J. Mueller, Jr., ("Mueller") is a named Defendant in the Complaint. Mueller is not a party to this Agreement.

1.1 In consideration of the payments set forth in § 2, Plaintiff, for herself, her heirs, executors, administrators, successors, representatives, attorneys, sureties, agents and assigns, and each of them, hereby completely releases and forever discharges Defendants and Defendants' Insurer, any and all of their past, present and future members, administrators, representatives, attorneys, sureties, agents and assigns, including but not limited to, divisions, agents, servants, employees, officers, directors, personnel, trustees, faculty members and/or their executors, administrators, heirs, successors and assigns (hereinafter collectively referred to as "Defendants Releasees"), from any and all past, present or future claims, demands, obligations, actions, rights, damages, costs, losses of services, expenses and compensation of any nature whatsoever, which the Plaintiff now has, or which may hereafter accrue or otherwise be acquired, on account of, or which in any way grow out of, or which are the subject of the Complaint (and all related pleadings) including, without limitation, any and all claims arising out of known or unknown, foreseen and unforeseen bodily, personal, psychiatric, psychological and/or emotional injuries to Plaintiff, which have resulted or may result from the alleged acts or omissions of any of the Defendants Releasees, including but not limited to all claims set forth in the aforementioned civil lawsuit.

1.2 In consideration of the release set forth in § 1.1 above, and the discharges and covenants set forth in this Agreement, Defendants and Defendants' Insurer, for themselves, their heirs, executors, administrators, successors, representatives, attorneys, sureties, agents and assigns, and each of them, hereby completely release and forever discharge each other, Plaintiff and any and all of Plaintiff's past, present and future administrators, representatives, attorneys, sureties, agents and assigns, (hereinafter collectively referred to as "Plaintiff Releasees"), from any and all past, present or future claims, counterclaims, crossclaims, demands, obligations, actions, rights, damages, costs, losses of services, expenses and compensation of any nature whatsoever, which the Defendants and Defendants' Insurers now have, or which may hereafter accrue or otherwise be acquired, on account of, or which in any way grow out of, or which are the subject of the Complaint (and all related pleadings) including, without limitation, any and all claims arising out of known or unknown, foreseen and unforeseen bodily, personal, psychiatric, psychological and/or emotional injuries to Defendants and Defendants' Insurer, which have resulted or may result from the alleged acts or omissions of Defendants, Defendants' Insurer, Plaintiff, and any of the Plaintiff Releasees, including but not limited to all claims set forth in the aforementioned civil lawsuit

1.3 These releases, on the part of the Parties, shall be a fully binding and complete settlement among the Plaintiff, the Defendants, the Defendants' Insurer, Plaintiff Releasees and Defendants Releasees previously described herein.

1.4 The Parties acknowledge and agree that the releases and discharges set forth above are general releases. The Parties expressly waive and assume the risk of any and all claims for damages which exist as of this date, but of which the Parties do not know or suspect to exist, whether through ignorance, oversight, error, negligence, or otherwise, and which, if known, would materially affect the Parties' decisions to enter into this Settlement Agreement. The Parties further agree that the payments, including the rights assigned to the Plaintiff in §§ 2.5 and 9.0, below, releases and discharges herein are tendered and accepted as a complete

██████████

settlement and compromise of matters involving disputed issues of law and fact and that such constitute reasonable and sufficient consideration for the terms of settlement expressed herein. The Parties assume the risk that the facts or law may be other than the Parties believe.

2.0 Payments

In consideration of the releases and discharges set forth above, the Parties agree to fully and finally resolve this matter for the payment of \$750,000 to Plaintiff as follows:

2.1 Defendant Board of Education of Hinsdale Township High School Township 86, on behalf of itself and Defendants Roger Miller and James Ferguson, shall pay Plaintiff and her attorneys ("Payees") \$100,000.00 due within seven (7) calendar days of the execution of this Agreement by all parties hereto;

2.2 Defendants' Insurer shall make payable to Plaintiff and her attorneys \$275,000.00 within seven (7) calendar days of the execution of this Agreement by all parties hereto.

2.3 Defendants' Insurer will pay for benefit of Plaintiff the following periodic payments with the present value of \$250,000.00 payable to the Plaintiff as sole Payee through periodic payments made according to the schedule as follows (the "Periodic Payments"):

\$977.20 payable monthly, guaranteed for 25 years, beginning on 10/24/2010, with the last guaranteed payment due on 09/24/2035; and,

\$15,000.00 guaranteed to be paid on 10/24/2016; and,

\$17,500.00 guaranteed to be paid on 10/24/2021; and,

\$20,000.00 guaranteed to be paid on 10/24/2026; and,

\$30,000.00 guaranteed to be paid on 10/24/2031; and, no further payments beyond said date

2.4 All payments to Plaintiff and her attorneys (specifically excepting the payment or funding of periodic payments described under § 2.3, above) shall be made by check payable jointly to: [REDACTED] and Ekl Williams, LLC.

2.5 Defendant Board of Education of Hinsdale Township High School No. 86, on behalf of itself and Defendants Roger Miller and James Ferguson, shall pay Plaintiff an additional \$125,000 to be satisfied solely through and in accordance with the assignment and additional terms and conditions set forth in Section 9.0, below.

All sums set forth herein constitute damages on account of personal physical injuries or sickness, within the meaning of Section 104(a)(2) of the Internal Revenue Code of 1986, as amended.

[REDACTED]

3.0 Payee's Rights to Payments

Plaintiff acknowledges that the Periodic Payments referenced in § 2.3 above, cannot be accelerated, deferred, increased or decreased by the Payee; nor shall the Payee have the power to sell, mortgage, encumber, or anticipate the Periodic Payments, or any part thereof, by assignment or otherwise.

4.0 Payee's Beneficiary

Any payments to be made after the death of any Payee pursuant to the terms of this Settlement Agreement shall be made to such person or entity as shall be designated in writing by Plaintiff to the Defendants, Defendants' Insurer and the Assignee of the Defendants and/or Defendants' Insurer described below. If no person or entity is so designated by Plaintiff, or if the person designated is not living at the time of the Payee's death, such payments shall be made to the estate of the Payee. No such designation, nor any revocation thereof, shall be effective unless it is in writing and delivered to the Defendants, Defendants' Insurer and Assignee as applicable. The designation must be in a form acceptable to the Defendants, Defendants' Insurer and Assignee before such payments are made.

5.0 Consent to Qualified Assignment

5.1 Plaintiff acknowledges and agrees that the Defendants and/or Defendants' Insurer may make a "qualified assignment", within the meaning of Section 130(c) of the Internal Revenue Code of 1986, as amended, of the Defendants' and/or Defendant's Insurer's liability to make the Periodic Payments set forth in Section 2.3 to Prudential Assigned Settlement Services Corporation [PASSCORP] ("the Assignee"). The Assignee's obligation for payment of the Periodic Payments shall be no greater than that of Defendants and/or Defendants' Insurer (whether by judgment or agreement) immediately preceding the assignment of the Periodic Payments obligation.

5.2 Any such assignment, if made, shall be accepted by the Plaintiff without right of rejection and shall completely release and discharge the Defendants and Defendants' Insurer from the Periodic Payments obligation assigned to the Assignee. The Plaintiff recognizes that, in the event of such an assignment, the Assignee shall be the sole obligor with respect to the Periodic Payments obligation, and Plaintiff agrees that such assignment shall constitute a full final, irrevocable and absolute release and discharge of all of Defendants' and/or Defendants' Insurer's obligations relative to the Periodic Payments set forth above.

6.0 Right to Purchase an Annuity

The Defendants and/or Defendants' Insurer, individually, collectively or through their assignee ("Assignee") reserve(s) the right to fund the liability to make the Periodic Payments in Section 2.3 through the purchase of an annuity policy from The Prudential Insurance Company of America. The Defendants, Defendants' Insurer or Assignee shall be the sole owner of the annuity policy and shall have all rights of ownership. The Defendants, Defendants' Insurer or



Assignee may have The Prudential Insurance Company of America mail payments directly to the Payee. The Plaintiff shall be responsible for maintaining a current mailing address for Payee with The Prudential Insurance Company of America.

7.0 Discharge of Obligation

Each obligation of the Defendants, Defendants' Insurer and/or the Assignee to make each Periodic Payment shall be discharged upon the mailing of a valid check in the amount of such payment to the designated address of the Payee named in § 2.3 of this Settlement Agreement. If said payment is not received by Payee, upon notification of such to The Prudential Insurance Company of America, a stop payment will be placed on the check and a replacement will be issued within a reasonable time period once confirmation of the stop payment is received.

8.0 Novation

In recognition of the obligation of the Defendants and/or Defendants' Insurer specified above and the Release of all claims by Plaintiff, the parties further agree as follows:

It is agreed that the Defendants and/or Defendants' Insurer will assign the obligation to make the specified periodic payments to the Assignee. The obligation of the Defendants and/or Defendants' Insurer to make periodic payments shall, by this novation, become the sole and exclusive duty of the Assignee, and the terms and conditions of the periodic payments shall remain unchanged for the Assignee after the assignment is made.

Execution of the assignment will absolutely and completely discharge the Defendants and Defendants' Insurer from any further payment obligation related to the amount of periodic payments set forth in § 2.3, above. If either the Assignee or the issuer of the annuity contract purchased by Assignee to make the periodic payment obligation specified above, fail(s) to make payments or become(s) insolvent or bankrupt, Plaintiff or Plaintiff's heirs or representatives' sole remedy to enforce payment obligations assigned shall be against either Assignee, guarantor and/or other responsible party other than the Defendants and/or Defendants' Insurer. The Defendants and/or Defendants' Insurer will have absolutely no obligations to Plaintiff under those circumstances except as set forth in § 10.0, below.

9.0 Assignment and Covenant Not To Execute

9.1 In accordance with the terms and conditions set forth in this Section 9.0, Defendant Board of Education of Hinsdale Township High School Township 86 ("the Board of Education"), on behalf of itself and Defendants Roger Miller and James Ferguson hereby assign to Plaintiff their right to payment, coverage and/or indemnity, if any, of up to \$125,000 from and/or against Indiana Insurance Company ("Indiana") under policy number [REDACTED], such policy having been issued by Indiana to the School Board for the policy period November 1, 2001 to November 1, 2002.

9.2 The Board of Education and Plaintiff agree and acknowledge as follows:

[REDACTED]

9.2.1 The assignment set forth in paragraph 9.1 is a qualified assignment only of the Board of Education's rights against Indiana, and the Board of Education retains the right, jointly and severally with the Plaintiff as qualified assignee as set forth herein, to enforce the Board of Education's rights against Indiana.

9.2.2 The Board of Education has filed an action against Indiana entitled [REDACTED], in the Circuit Court for the Eighteenth Judicial Circuit, Du Page County, Illinois ("coverage action"), [REDACTED], and in which the Board of Education is seeking to enforce its rights against Indiana under policy number [REDACTED] for both defense costs and indemnity in connection with the Complaint filed by the Plaintiff.

9.2.3 The Board of Education and Plaintiff contemplate that the Plaintiff, as qualified assignee of the Board of Education's rights, will file a cross claim against Indiana in the coverage action seeking to enforce the Board of Education's right to recover the amount assigned herein to the Plaintiff.

9.2.4 The Board of Education and Plaintiff agree that any recovery, including but not limited to judicial award or settlement, by either of them against Indiana in the coverage action shall be allocated between them as follows: (a) the first \$100,000 of any recovery shall be paid to the Board of Education and shall not be subject to any claim by Plaintiff; and (b) all additional recovery shall be apportioned between the Board of Education and the Plaintiff pursuant to the following terms: to the Board of Education, its "pro rata share" of any amount recovered in excess of the first \$100,000.00, and the remainder to the Plaintiff. The pro rata share is defined as the percentage equal to the sum of unreimbursed out-of-pocket expense incurred by the Board of Education in the coverage action and unreimbursed out-of-pocket expense incurred by the Board of Education related to the Complaint ([REDACTED]), said sum divided by the total amount recovered by the parties from Indiana Insurance in the coverage action by judicial award or settlement. As a hypothetical example, if the total amount recovered by either (or both) parties is \$150,000.00, and the Board of Education expended \$30,000.00 in unreimbursed out-of-pocket costs in connection with the coverage action and \$30,000.00 in unreimbursed out-of-pocket costs in connection with the Complaint ([REDACTED]), the Board of Education's pro rata share is 40% ($\$60,000.00 / \$150,000.00$), such that 40% of the amount in excess of the first \$100,000.00 (i.e., \$50,000.00) is \$20,000.00, which is the Board of Education's share, and the remainder of \$30,000.00 to the Plaintiff.

9.3 The Plaintiff agrees to enforce its right to the \$125,000 assignment which is the subject of paragraph 9.1 solely against Indiana, and it covenants not to execute on such amount against the Defendants.

9.4 Nothing in this section 9.0 of this Settlement Agreement shall prevent Defendants' Insurer from initiating an action against Indiana or joining in the coverage action by filing a claim against Indiana to recover attorneys' fees and related costs and expenses incurred

by Defendants and paid by Defendants' Insurer in connection with the Complaint filed by the Plaintiff.

10.0 Additional Language Relating To Assignment In Section 5.2

Defendants' Insurer assures Plaintiff that any assignment made pursuant to section 5.2 shall require the Assignee to expressly accept any and all obligations required herein of the Defendants and/or Defendants' Insurer, including the obligation to pay periodic payments as set forth hereinabove, and that Plaintiff is a third-party beneficiary of such assignment. Defendants' Insurer agrees that if an assignment is made, the assigning party shall indemnify the Plaintiff or any payee for all costs, including reasonable attorneys fees, incurred by Plaintiff in the event of Assignee's breach of its obligations, including to make the periodic payments set forth herein.

11.0 Satisfaction Of Liens

Plaintiff and her attorneys, Ekl Williams, LLC, hereby represent that there is no existing Medicare, Medicaid or Social Security lien that needs to be paid in this matter and hereby agree, understand and declare without any restrictions whatsoever, that they will satisfy any and all liens from the settlement proceeds herein, including but not limited to liens asserted by the Medicaid, Medicare, Social Security Disability, short and long-term disability for insurance payments and/or payments by any other company, agency and/or health care organization pursuant to ERISA or otherwise. As additional consideration for the above-mentioned payments, Plaintiff and her attorneys, Ekl Williams, LLC, hereby promise and agree to indemnify and hold forever harmless, the Defendants and Defendants' Insurer, and each of their members, agents, servants, employees, attorneys, successors, assigns, directors, officers, heirs, administrators, and executors from any and all claims arising out of any such liens, including the cost of defense of any such claims.

12.0 Complaint to be Dismissed with Prejudice

Within five court days of receipt of Payment, excluding installments described in the Periodic Payment Scheduled herein, counsel for the Plaintiff shall cause the Complaint to be dismissed with prejudice as against Defendants and Defendants' Insurer. Counsel for Defendants and Defendants' Insurer shall cooperate with Plaintiff's counsel in executing a stipulated dismissal.

13.0 Confidentiality

Plaintiff promises and agrees to keep the specific terms and amounts of this Agreement completely confidential and promises and agrees not to disclose any information pertaining to this Agreement to anyone other than Plaintiff's attorneys and/or financial or tax advisors, except where required by law.



14.0 Representation of Comprehension of Document

In entering into this Settlement Agreement, each Party declares that: it has relied upon the advice of its attorneys who are the attorneys of its own choice, concerning the legal consequences of this Settlement Agreement; that the terms of this Settlement Agreement have been completely read and explained by its attorneys; and, that the terms of this Settlement Agreement are fully understood and voluntarily accepted.

15.0 Warranty of Capacity to Execute Agreement

Plaintiff represents and warrants: that no other person or entity has, or has had, any interest in the claims, demands, obligations, or causes of action referred to in this Settlement Agreement, except as otherwise set forth herein; that Plaintiff has the sole right and exclusive authority to execute this Settlement Agreement and receive the sums specified in it; and that Plaintiff has not sold, assigned, transferred, conveyed or otherwise disposed of any of the claims, demands, obligations or causes of action referred to in this Settlement Agreement.

16.0 Attorney's Fees

Each party hereto shall bear all attorney's fees and costs arising from the actions of its own counsel in connection with the Complaint, this Settlement Agreement, the matters and documents referred to herein, the dismissal of the lawsuit and all related matters.

17.0 Governing Law and Forum Selection

This Settlement Agreement shall be construed and interpreted in accordance with the laws of the State of Illinois. Any action brought to enforce the terms of this Agreement shall be brought in the Circuit Court of DuPage County, State of Illinois.

18.0 Tax Liability

It is understood, between the parties that Plaintiff has not relied upon any representation express or implied, made by Defendants, Defendants' Insurer, any of their representatives, and/or any and all of Defendants Releasees, as to the tax consequences of this agreement and that Plaintiff releases Defendants, Defendants' Insurers, any of its representatives, and/or any and all of Defendants Releasees from any and all liability in connection with any such tax consequences.

19.0 Additional Documents

All parties agree to cooperate fully and execute any and all supplementary documents and to take all additional actions which may be necessary or appropriate to give full force and effect to the basic terms and intent of this Settlement Agreement.



20.0 Entire Agreement and Successors in Interest

This Settlement Agreement contains the entire agreement between the Plaintiff, the Defendants, the Defendants' Insurer, Defendants Releasees and Plaintiff Releasees with regard to the matters set forth in it and shall be binding upon and enure to the benefit of the executors, administrators, personal representatives, heirs, successors and assigns of each.

21.0 Severability

If any provision of this Agreement is held to be illegal, invalid or unenforceable in any respect, Plaintiff, Defendants and Defendants' Insurer agree that such term or provision shall be deemed to be modified to the extent necessary to permit its enforcement to the maximum extent permitted by applicable law. If any provision of this Agreement is held to be illegal, invalid or unenforceable in any respect, the remainder of this Agreement and all other provisions hereof shall not be affected thereby.

22.0 Counterparts

This Settlement Agreement may be executed in any number of counterparts and any such counterpart shall be deemed an original instrument.

23.0 Effectiveness

This Settlement Agreement shall become effective immediately following execution by each of the parties.

24.0 Denial of Fault.

It is understood and agreed to by the Parties that this settlement is a compromise of a disputed claim, and the payments are not to be construed as an admission of liability on the part of the Defendants, Defendants' Insurer and/or any of the Defendants Releasees by whom liability is expressly denied.



Plaintiff

By: _____

Date: _____

Plaintiff's Attorney

By: _____

Date: _____

Defendant Board of Education of Hinsdale Township High School District 86

By: _____

Title: _____

Date: _____

Defendant Roger Miller

By: _____

Date: _____

Defendant James Ferguson

By: _____

Date: _____

Defendants' Insurer, Selective Insurance Company of the Southeast

By: _____

Title: _____

Date: _____





From: [Smyser, Katherine \(NBCUniversal\)](#)
To: [FOIA Officer](#)
Subject: 8.7.2018 FOIA Request from NBC5 Chicago
Date: Tuesday, August 7, 2018 2:44:56 PM

August 7, 2018

Ms. Mary O'Rourke O'Rourke
Administrative Assistant and FOIA Officer
Hinsdale Township High School District 86
5500 South Grant Street
Hinsdale, IL

Sent via email to FOIA-Officer@hinsdale86.org

Dear Ms. O'Rourke:

This is a request under the Illinois Freedom of Information Act. I am sending this request to several hundred governmental entities in the Chicago area -- including Hinsdale Township High School District 86.

Please provide me with records sufficient to show all cases where Hinsdale Township High School District 86 paid a plaintiff or plaintiffs -- by verdict, settlement or satisfaction -- as the result of a sexual misconduct or sex/gender discrimination claim, from January 1, 2008 to the present.

Sexual misconduct and discrimination claims can include (but are not limited to) allegations of sexual harassment, sexual assault, rape, statutory rape, indecent exposure, obscenity, forcible sodomy, forcible fondling, disparate impact, retaliation related to sex or gender discrimination or misconduct, Illinois gender violence, and/or other sex- or gender-related allegations.

The records should each include a case number; name of party paid; payment amount; fees and costs (if kept separately); the allegations in the case, and the specific department, agency, and/or individual(s) involved in the litigation.

The records should also show all money paid to outside counsel in each case, including pending cases and cases with no settlement or judgment. The records should also include information about settlements or payments that did not involve a court of law.

In addition, I am requesting all records of separation agreements and/or payments to individuals who stopped working with Hinsdale Township High School District 86 after being accused of sexual misconduct, harassment, or sex/gender discrimination.

You can send these records to me at katy.smyser@nbcuni.com . If the records are too large to send via email, please contact me as soon as possible so that I can make other arrangements to get these records from you.

If [*reference to agency] has had no such claims or payments in the past ten years, please let me know that as well.

Because this request is in the public interest, I ask that you waive all fees. And if you choose to deny any part of this request, please let me know why.

If you have any questions, or if there is any way in which I can help you with this request, please do not hesitate to contact me at katy.smyser@nbcuni.com, or at my office at 312-836-3187.

Thank you so much for your help with this request.

Sincerely,

Katy Smyser