

RELEASE AND SETTLEMENT AGREEMENT

THIS RELEASE AND SETTLEMENT AGREEMENT ("Agreement"), dated the 18th day of June, 2019, between the Chesterfield County School Board ("the School Board") and Dina Persico ("Persico") provides as follows:

WHEREAS, Persico has sued the School Board, (collectively the "Parties") in the United States District Court for the Eastern District of Virginia, Richmond Division, styled "Dina Persico v. Chesterfield County Public School Board," Civil Action No. 3:18CV00806 (the "lawsuit") alleging discrimination by the School Board in violation of the Americans with Disabilities Act and the Title VII of the Civil Rights Act.

WHEREAS, the Parties have agreed to settle the disputes between them, including the lawsuit and any other claims or disputes which have been asserted or which could be asserted by Persico against the School Board or any employees of the School Board.

WHEREFORE, in consideration of the following promises and covenants and other good and valuable consideration, the receipt of which is hereby acknowledged, Persico and the School Board agree as follows:

1. The School Board agrees to pay and Dina Persico agrees to accept, as full and final and valuable consideration, in return for her promises in this Agreement, the sum of \$10,000.00 (ten thousand dollars) inclusive of interest, costs, expenses and legal fees ("Settlement Payment"). The Settlement Payment will be payable to "Locke & Quinn as counsel for Plaintiff, Dina Persico" in the amount of \$10,000.00 (ten thousand dollars), representing attorney fees and costs. Payment shall be tendered by the School Board to Locke & Quinn, within 10 business days of the date of the Memorandum of Understanding, being June 10, 2019. The effective date of this Release and Settlement Agreement shall be deemed the date that it is signed by all the Parties thereto. The School Board makes no representations as to whether any portion of the Settlement Payment is taxable, nor have they considered that fact in making or entering into this Release and Settlement Agreement. The School Board will make no withholdings of any portion from the Settlement Payment set forth herein for the payment of

federal, state, and/or local payroll taxes or payroll deductions on behalf of Persico. The Parties agree that if there is a future determination that such taxes are due and/or owing on any portion of the Settlement Payment set forth herein, and/or in the event that the School Board is requested to pay any federal, state, or local payroll taxes on any portion of the Settlement Payment as set forth herein, then Persico agrees to fully reimburse and hold harmless the School Board for such payments including any associated penalties and/or interest thereon.

2. In addition to the settlement payment set forth in paragraph 1, the School Board offered and agrees to sponsor five (5) students' participation in the PEERS RVA Program for the Fall 2019 semester program, however if all five (5) spots cannot be filled, the remaining spots will be sponsored in the next available course. The Parties understand that qualification for enrollment in the program is ultimately determined by the PEERS RVA certified providers.

3. The Parties agree that Persico resigned from her employment with the School Board. The School Board agrees to provide a neutral reference for Plaintiff, upon request by any third party.

4. The School Board agrees to amplify their existing training to focus on LGBTQI cultural competency training, including a discussion of appropriate terminology.

5. The Parties understand and agree that upon execution of this Release and Agreement neither Persico, nor the School Board, shall make any oral or written statement(s) about the other party which is intended or reasonably likely to disparage the other party, or otherwise degrade the other party's reputation in the community.

6. In exchange for the settlement payment set forth in paragraph 1, Persico, on behalf of herself, and her successors, assigns, insurers, agents and all other representatives of each of them, hereby releases the School Board, Chesterfield County Public Schools and the County of Chesterfield, as well as all of their officers, employees, agents and all other representatives of them from any and all liabilities, obligations, claims and demands of every kind and character arising out of or relating to any matters raised in the lawsuit or which relate in

any manner to Persico's employment with the School Board and Persico agrees that she will not pursue, or abet others in pursuing, any such claims, liabilities, obligations or demands.

7. The Parties understand and agree that the execution of this Release and Settlement Agreement in no way implies and shall not be construed to imply that the School Board or the School Board's officials, employees, agents or representatives acted, or failed to act, in any manner which was discriminatory, negligent, grossly negligent or improper, or which violated any statutory, regulatory or constitutional provision of the United States or of the Commonwealth of Virginia with regard to Persico's employment with the School Board and the events that gave rise to the lawsuit.

8. This Release and Settlement Agreement constitutes the entire understanding between Persico and the School Board and supersedes any prior written or oral agreements or representations between them respecting the subject matter contained herein.

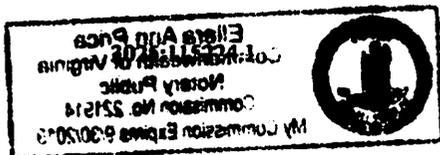
9. If any portion of this Release and Settlement Agreement is deemed unenforceable for any reason, the remaining portions shall survive and control the Parties hereto.

10. The provisions of this Release and Settlement Agreement have been reviewed by the Parties and, upon advice of counsel, have been consented to freely and voluntarily.

11. This Release and Settlement Agreement shall be governed by the laws of the Commonwealth of Virginia, excluding the conflict of laws principles thereof, and any disputes under the June 10, 2019 Memorandum of Understanding or this Release and Settlement Agreement shall be submitted to U.S. Magistrate Judge Roderick C. Young for consideration, with the prevailing party to be awarded its damages and costs, including reasonable attorneys' fees.

12. Persico agrees that within ten (10) days after endorsement by her of this Release and Settlement Agreement, she will promptly dismiss with prejudice the lawsuit now pending against Chesterfield County Public Schools.

13. This Release and Settlement Agreement shall become effective and binding upon the Parties on the date on which the last party executes this Release and Settlement Agreement.



SEEN AND AGREED:

Plaintiff

By: Dina Persico
Dina Persico

Dated: 18 June 2019

COMMONWEALTH OF VIRGINIA:

CITY/COUNTY OF Henrico, to-wit:

The foregoing Release and Settlement Agreement was acknowledged before me by Dina Persico on this 18th day of June, 2019.

Marguerite E. Stinnette
Notary Public

My commission expires: 8/31/2020

Registration Number: 225059



SEEN AND AGREED:

Chesterfield County School Board

By: Mervin B. Daugherty
Dr. Mervin B. Daugherty
Superintendent
Chesterfield County Public Schools

Dated: 6/19/19

COMMONWEALTH OF VIRGINIA:

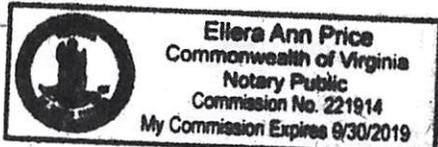
CITY/COUNTY OF Chesterfield, to-wit:

The foregoing Release and Settlement Agreement was acknowledged before me by Dr. Mervin B. Daugherty on this 19th day of June, 2019.

Ellera Ann Price
Notary Public

My commission expires: 9/30/2019

Registration Number: 221914



APPROVED AS TO FORM:

Counsel for Plaintiff

By: 

Collen Marea Quinn (VSB #29282)
Katherine Lee Miceli (VSB #93673)
Locke & Quinn
4928 West Broad Street
P.O. Box 11708
Richmond, Virginia 23230

Dated: 6/18/19

APPROVED AS TO FORM:

Chesterfield County School Board

By: 

Julie A. C. Seyfarth (VSB #46207)
Deputy County Attorney
Emily C. Russell (VSB #86897)
Assistant County Attorney
Chesterfield County Attorney's Office
9901 Lori Road, Room 503
Chesterfield, Virginia 23832

Dated: 6/18/19