

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

This SETTLEMENT AGREEMENT AND MUTUAL GENERAL RELEASE (hereinafter, the “Settlement Agreement”) is made and entered into as of the 19th day of March, 2026 (“Effective Date”) by and between ENDEAVOR, PLLC (“ENDEAVOR”), a company licensed to do business in Illinois, and the BOARD OF EDUCATION OF LISLE COMMUNITY UNIT SCHOOL DISTRICT 202, DUPAGE COUNTY, ILLINOIS (“BOARD” or the “District,” and together with ENDEAVOR, the “Parties”), an Illinois public school district.

WHEREAS, the BOARD is the governing body of Lisle Community Unit School District 202, DuPage County, Illinois, organized and existing under the laws of the State of Illinois, acting by and through its duly constituted Board of Education;

WHEREAS, ENDEAVOR is a professional limited liability company that offers school psychology services, including to Illinois public school districts;

WHEREAS, on March 18, 2025, ENDEAVOR and the District entered into an Independent Contractor Agreement (the “Agreement”) which, among other things, provided that ENDEAVOR would perform Services under an Illinois School Support Personnel Professional Educator License (PEL) in School Psychology for the District including the use of multi-tier system of supports (MTSS) and/or psychoeducational assessment of pre-kindergarten, kindergarten and first grade students identified by the District who require a school psychologist/consultant;

WHEREAS, ENDEAVOR submitted various invoices for payment for services performed and late fees under the Agreement, specifically invoices #0003212025, #0003282025, #0004112025, and #0004182025 (the “Invoices”);

WHEREAS, the District raised questions regarding the appropriateness of certain invoices submitted by ENDEAVOR;

WHEREAS, ENDEAVOR maintains that all invoices are valid and for work performed under the Agreement;

WHEREAS, the Parties reached an agreement in principle on March 9, 2026, to resolve all pending disputes between them;

WHEREAS, the Parties have agreed that the District shall pay ENDEAVOR Five Thousand Dollars (\$5,000.00) (the “Settlement Amount”) in full satisfaction of the Invoices and any other claims or controversies between the Parties;

NOW THEREFORE, in consideration of the mutual promises, covenants, agreements and acts set forth below, and for other good and valuable consideration as stated herein, the receipt and sufficiency of which are hereby irrevocably acknowledged, the Parties memorialize their agreement as follows:

1. Mutual Releases and Covenants Not to Sue:

1.1 ENDEAVOR represents and warrants that it has not filed any claims against the District in any court, arbitration forum, before any State or federal agency, or in any other forum, relating to the Agreement or the Invoices. ENDEAVOR further represents and warrants that the Invoices identified above are the only invoices at issue in relation to the District and that no future invoices will be submitted to the District.

1.2 Neither Party shall directly or indirectly initiate, support, encourage, fund, assist, or voluntarily cooperate in any claim, complaint, investigation, or proceeding against the other Party, any individual employee, administrator, corporate official, attorneys, or respective agents of the other Party, based on or related to the Agreement or the Invoices.

1.3 ENDEAVOR, for itself and its successors and assigns, does hereby knowingly and voluntarily irrevocably release and forever discharge the BOARD, its members, its administrators, its employees, including their respective agents, attorneys, successors, and assigns, (collectively, the "BOARD Releasees"), from any and all actions, causes of action, suits, debts, sums, accounts, damages, judgments, claims, liabilities and demands whatsoever in law or in equity, whether known or unknown, choate or inchoate, ripe or unripe, that ENDEAVOR ever had, now has, or may or might in the future have against the BOARD Releasees based on any acts, omissions, transactions, or occurrences whatsoever from the date of the beginning of the world to the Effective Date of this Settlement Agreement.

1.4 The BOARD, for itself, and on behalf of its members, its administrators; its employees, including their respective agents, attorneys, successors, and assigns, does hereby knowingly and voluntarily irrevocably release and forever discharge ENDEAVOR, its current and former owners, officers, directors, managers, shareholders, in their official and individual capacities, and their servants, agents, and attorneys, together with their predecessors, successors, and assigns, both jointly and severally (collectively, the "ENDEAVOR Releasees"), from any and all actions, causes of action, suits, debts, sums, accounts, damages, judgments, claims, liabilities, and demands whatsoever in law or in equity, whether known or unknown, choate or inchoate, ripe or unripe, that the BOARD and such individuals ever had, now has, or may or might in the future have against the ENDEAVOR Releasees based on any acts, omissions, transactions, or occurrences whatsoever from the date of the beginning of the world to the Effective Date of this Settlement Agreement.

1.5 These mutual releases shall survive termination of employment, termination of professional services and the execution of the settlement.

1.6 All Parties represent and warrant that they have not assigned, sold or otherwise conveyed any claims released or waived herein.

1.7 Notwithstanding any provision of this Agreement, no Party is released from its respective obligations as set forth in this Agreement.

2. The BOARD's Obligations:

2.1 Within ten business days of the BOARD's approval of this settlement agreement, the District shall pay ENDEAVOR Five Thousand Dollars (the "Settlement Amount")

2.2 Payment shall be made to ENDEAVOR through its attorney, Michael B. Cohen of Maxson, Mago, and Macaulay, LLP, Chicago, Illinois. The check for the Settlement Amount shall be made out to Maxson, Mago, and Macaulay, LLP – Client Trust Account.

3. ENDEAVOR'S Obligations:

3.1 Within ten business days of receiving the Settlement Amount, ENDEAVOR shall deliver by mail any records, documents, notes, or materials in its possession that reflect the work performed by ENDEAVOR under the Agreement c/o Superintendent, Lisle CUSD 202, 925 Burlington Ave., Lisle, IL 60532.

4. No Admission of Liability and/or Wrongdoing:

The drafting, execution, and/or implementation of this Agreement is not intended, and shall not be construed, as an admission by any Party of any liability, violation of any federal, state or local law, ordinance or regulation, any breach of contract, or of any tort or legal wrong whatsoever, the same being expressly denied by All Parties hereto.

5. Damages and Other Relief:

5.1 In the event of a breach of this Agreement by a Party, the injured non-breaching Party shall be entitled to recover from the breaching Party all actual damages incurred as a direct result of such breach, including compensatory damages, and costs of enforcement (including attorney's fees), to the fullest extent permitted by applicable Illinois law.

5.2 Additionally, in the event of a breach of this Agreement by any Party, the injured non-breaching Party may also suffer irreparable harm in which the full extent of damages may be impossible to ascertain and monetary damages may not be an adequate remedy, and thus may seek immediate judicial relief (including, for the avoidance of doubt, injunctive relief) as available in law or equity, the breaching Party(ies) hereby waives any objection as to the request or entry of any such relief. The non-breaching party must still prove actual damages or irreparable harm and the adequacy of monetary damages is insufficient as a remedy. All Parties' rights and remedies under this Agreement are cumulative and not exclusive of any other rights or remedies that may be available.

6. Review by Counsel:

All Parties represent and warrant that they have carefully read this Agreement in its entirety, that they have had a reasonable opportunity to consider the terms and provisions of this Agreement, that they consulted with an attorney of their choosing in connection with this Agreement, that they fully understand all of the terms and conditions of this Agreement and their significance, that they voluntarily assent to all the terms and conditions contained herein, that they

are signing this Agreement voluntarily and of their own force and will, and that the Parties will abide by the provisions of this Agreement without exception.

7. Miscellaneous:

7.1 The Recitals are hereby incorporated by reference.

7.2 If, at any time after the date of execution of this Settlement Agreement, any provision of it shall be held to be illegal, void or unenforceable, such provision shall be of no force and effect but shall be replaced by a legal, valid and enforceable provision that is as close as possible to the illegal, void or unenforceable one, reflecting the apparent intent of the Parties as closely as is practicable.

7.3 This Settlement Agreement shall be governed by and interpreted in accordance with the laws of the State of Illinois, without giving effect to the conflicts of laws principles thereof.

7.4 This Settlement Agreement constitutes the complete understanding between the Parties and supersedes any prior agreement(s) or understandings with respect to the subject matter thereof. Each Party acknowledges that neither the other Parties nor any of their representatives have made any representations or promises to it other than as set forth herein. No changes to this Settlement Agreement shall be binding unless in writing and signed by the Parties affected thereby. Any waiver of a provision hereof must be in writing, and any such waiver shall not constitute a waiver of the remainder of this Settlement Agreement or constitute an ongoing waiver or otherwise require the waiving Party to provide any additional waivers.

7.5 Each Party agrees that this Settlement Agreement is enforceable against such Party in accordance with its terms and that no provision of this Settlement Agreement is unconscionable or unenforceable.

7.6 This Settlement Agreement may be executed in counterparts, each of which shall be deemed as an original, but all of which together shall constitute one and the same instrument. Facsimile or .PDF scanned signatures in lieu of original signatures are acceptable.

7.7 This Settlement Agreement is binding upon, and shall inure to the benefit of, the Parties and their respective heirs, executors, administrators, successors and assigns. Neither this Settlement Agreement nor any of the rights, interests or obligations of any Party hereto may be assigned.

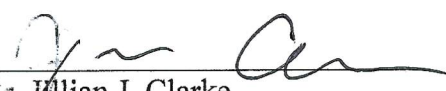
7.8 Should any provision of this Settlement Agreement require interpretation or construction, it is agreed by All Parties that the provisions hereof shall not be more strictly construed against one Party than another Party, it being agreed that the Parties have participated equally in the preparation of all provisions of this Settlement Agreement with the benefit of counsel of their choosing. No third parties are intended, or shall be, beneficiaries of this Settlement Agreement. The headings contained in this Settlement Agreement shall not be used in its construction or interpretation.

7.9 Each party shall be responsible for its attorneys' in connection with their dispute and this Settlement Agreement, except as expressly provided herein.

The District represents and warrants that this Settlement Agreement is duly authorized and approved by the Board in accordance with all applicable law and Board policy and regulations. ENDEAVOR represents and warrants that this Settlement Agreement is duly authorized and approved by an authorized officer or agent of ENDEAVOR, PLLC.

ACKNOWLEDGED AND AGREED:

ENDEAVOR, PLLC
503 Quail Drive
Naperville, IL 60565

By: 
Dr. William J. Clarke

BOARD OF EDUCATION
LEISLE COMMUNITY UNIT SCHOOL DISTRICT 202
DUPAGE COUNTY, ILLINOIS

By: _____
President, Board of Education

Attest: _____
Secretary, Board of Education