

SETTLEMENT AND GENERAL RELEASE AGREEMENT

In connection with the lawsuit that is pending as *The Moody Bible Institute of Chicago v. Bd. of Educ. of the City of Chicago* (25-cv-13500), this Agreement is made by and between:

- (1) Plaintiff The Moody Bible Institute of Chicago (“Moody”); and
- (2) Defendant Board of Education of the City of Chicago (the “Board”).

In this Agreement, Plaintiff and Defendant are referred to as the “Parties”.

As part of this Agreement, the Parties state:

WHEREAS, in the summer of 2025, Moody and Defendant had a dispute over contract terms relating to a possible agreement for Moody’s students participating in student teaching programming (including classroom observations) at CPS;

WHEREAS, as part of that dispute, Moody has a lawsuit pending against Defendant, which includes discrimination claims under federal law, and that lawsuit is pending under the docket number identified above;

WHEREAS, as part of that lawsuit, the Parties have reached agreement on a resolution of this dispute;

WHEREAS, as part of their settlement, the Parties have agreed upon a Student Teaching Internship Agreement to govern the parties’ relationship in CPS student teaching programming (a copy of which is attached to this Agreement as an exhibit), which will override the CPS Vendor Terms &

Conditions; and

WHEREAS, the Parties now wish to enter into this Agreement for the sole purpose of compromising, settling, and resolving all matters in controversy between them.

NOW THEREFORE, in consideration of the promises hereinafter set forth, the Parties agree as follows:

1. The Defendant's Consideration. In exchange for and in consideration of the full and complete waiver of all claims set forth below, the Defendant agrees to the following:

- a. The Board shall pay \$100,000 to Moody's counsel -- in a check made payable to "Alliance Defending Freedom" and mailed to Alliance Defending Freedom, Attn. Amanda Duffy, 15100 N. 90th Street, Scottsdale, AZ 85260 -- within 30 days after the execution of this Agreement;
- b. The Board will send an execution-ready version of the agreed-upon Student Teaching Internship Agreement to Moody, so that Moody can sign that document, and the Board will sign that document after Moody signs it;
- c. The Board shall make available its Student Teaching Program Manager (Kathleen Thompson, at kgthompson@cps.edu) to Moody to facilitate placement of Moody's students for classroom observation and student teaching;

- d. The Board shall add Moody to its “Approved University Partners” list on its website, within ten business days after Moody and the Board sign the Student Teaching Internship Agreement; and
- e. Defendant shall complete and submit any other papers, as may reasonably be required, to effectuate this Agreement.

2. Moody’s Consideration. In exchange for Defendant’s consideration set forth in Paragraph One of this Agreement, Moody agrees to the general release of claims set forth in Paragraph Three of this Agreement, and further agrees to the following:

- a. Plaintiff’s counsel, Alliance Defending Freedom, shall sign a W-9 IRS form and shall submit it to the Board when Moody signs this Agreement;
- b. Moody will click to accept the CPS Vendor Terms & Conditions in the CPS procurement web portal, and Moody will also execute the agreed-upon Student Teaching Internship Agreement (and the Parties agree that the Student Teaching Internship Agreement overrides any contrary provision in the Vendor Terms & Conditions);
- c. Upon the Board adding Moody to its “Approved University Partners” list on its website and Moody receiving the payment in Paragraph One of this Agreement, Moody shall file a stipulation of dismissal of his lawsuit, with each side to bear its own costs; and
- d. Moody shall complete and submit any other papers, as may reasonably

be required, to effectuate this Agreement.

3. Moody's General Release of Claims. Moody (on behalf of itself and its successor, affiliates, and assigns) hereby releases and forever discharges all claims or causes of action which Moody has or may have against the Board and any of the Board's members, officers, agents, and employees that arise out of, or are connected in any way to, the acts and omissions that were alleged or asserted in the pending lawsuit. This general release also includes any possible claims or causes of action that are based upon local law, state law, federal statutes, federal common law, or any provision of any Constitution related to the facts alleged in the pending lawsuit. This general release also includes, without limitation, any and all claims for lost earnings, past or future employment benefits of any kind, compensatory or punitive damages, attorneys' fees, costs, injunctive relief, and/or expenses related to the facts alleged in the pending lawsuit.

4. Defendant's General Release of Claims. Defendant hereby releases and forever discharges all claims or causes of action which Defendant has or may have against Moody and any of Moody's officers, agents, and employees that arise out of the subject matter of the pending lawsuit.

5. No Assignment. The Parties warrant that none of their interests in any claim that may have been brought against each other has been or will be assigned or otherwise given to any other person or entity.

6. No Precedent. The Parties agree that this Agreement is non-precedential and is entered solely for the purpose of resolving disputed issues of law

and/or fact. Except as necessary to enforce its terms, no party shall use the Agreement in any grievance, arbitration, or other court or administrative proceeding or use the Agreement as evidence to prove any factual or legal issue. The Parties agree that this Agreement is not an admission of liability or of illegal conduct by or on the part of the Board, or any of the Board's future, current, or past members, officers, agents, representatives, or employees.

7. Agreement Binding on Successors and Assigns. The Parties agree and acknowledge that this Agreement shall be binding upon:

- Moody, its affiliates, agents, representatives, and employees; and
- The Board, its predecessors, successors, and all of its present and former members, officers, employees, agents, representatives, and assigns.

The Parties further agree and acknowledge that this Agreement may only be amended, in whole or in part, in writing signed by Moody and Defendant.

8. Tax Issues. Moody agrees that neither the Board nor the Board's Counsel have made any representation about the tax consequences of the Board's payment of the settlement amount. Moody understands and agrees that it is responsible for its tax liabilities, if any, from the settlement payment.

9. Board Approval. Under the Rules of the Board of Education of the City of Chicago, some settlements must be approved by the Board at one of its monthly meetings. If Board approval is required for this settlement, then Counsel for the Board shall present this settlement to the Board for approval at the next possible monthly meeting after Moody signs the Agreement. If such Board approval

is required, this Agreement shall not be effective -- and the Board will not sign this Agreement -- until after the Board has approved it.

10. Entire Agreement. This Agreement and any documents that may be executed under any paragraph herein contain the entire agreement between the Parties and shall be binding upon and inure to the benefit of the parties hereto, jointly and severally, and the heirs, executors, administrators, personal representatives, successors and assigns of each.

11. Acknowledgement That No Other Action is Pending Against the Board or any of its Agents. Moody acknowledges that it has no other legal action, grievance, charge, or any other cause of action pending against the Board or any of its agents.

12. Illinois Law Governs. This Agreement is to be executed in the State of Illinois and shall be interpreted, construed, and enforced under the laws of the State of Illinois. Any action to enforce this Agreement shall be filed in any court in Cook County, Illinois, having jurisdiction over the action.

13. Facsimile or .PDF Format treated as Original. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a “.pdf” format data file, each signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or “.pdf” signature page was an original thereof.

WHEREFORE, to memorialize their Agreement, the Parties, on their own behalf, or by their duly authorized agents, have affixed their signatures to this Agreement.

THE MOODY BIBLE
INSTITUTE OF CHICAGO

By: Timothy R. Sisk
Timothy Sisk, D.Min
Provost and Senior
Vice President

BOARD OF EDUCATION OF
THE CITY OF CHICAGO

By: Initial Signed by:
JEM Elizabeth Barton
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Elizabeth K. Barton,
Acting General Counsel