

STATE OF INDIANA
CIVIL RIGHTS COMMISSION

DOCKET NO. EDra04060293

MARCUS ARMSTEAD and
SHEILA ARMSTEAD,

Complainants,

FILE DATED

v.

APR 20 2007

NORTHEASTERN WAYNE SCHOOL
CORP.,

Indiana State Civil Rights Commission

Respondent.

CONSENT AGREEMENT

THIS AGREEMENT, by and between Marcus Armstead and Sheila Armstead (hereinafter called "Complainants") and Northeastern Wayne School Corp. (hereinafter called "Respondent"), is hereby entered into in full conciliation of the complaint filed with the Indiana Civil Rights Commission ("Commission") under its Docket Number EDra04060293.

The parties do hereby agree to settle the matter in the following manner

1. The parties to this Agreement understand that execution of this Agreement does not constitute any admission on the part of Respondent, by whom liability is specifically denied, that it has violated any law or committed any wrongful act, nor does it constitute any less belief in the correctness of the Complaint filed by Complainants. The parties understand that settlement is the method they wish to employ in order to avoid the burdens of a Public Hearing.
2. Complainants hereby waive their right to a Public Hearing before the Commission on the issues and matters contained in the Complaint of

Discrimination. Complainants agree that this Agreement shall constitute a full and final release and final settlement and release of all claims and causes of action, known and unknown, related to or arising out of the instant Complaint. This release shall bind Complainants, heirs, assigns, parents and guardians. Nothing contained herein shall prohibit Complainants from filing any future complaints causes of action unrelated to this complaint. This release shall also apply to Respondent, its trustees, officers, employees, agents, successors and assigns.

3. The Commission does not waive its right to process any other charges filed against Respondent which are unrelated to this action.
4. Respondent agrees that there shall be no retaliation committed against Complainants due to the filing of this instant Complaint.

5. Respondent agrees to pay to Complainants, in full settlement of the matters herein resolved, two (2) cashier's checks: one (1) in the amount of Seven Thousand Seven Hundred Fifty Dollars and No Cents (\$7,750.00), made payable to Marcus Armstead only; and the other in the amount of Three Thousand Five Hundred Dollars and No Cents (\$3,500.00), made payable to Sheila Armstead only, totaling Eleven Thousand Two Hundred and Fifty Dollars and No Cents (\$11,250.00), such amount representing full settlement of any and all matters at issue. Respondent shall tender the check to Marsha Volk Bugalla, Esq. of LOCKE REYNOLDS LLP of Indianapolis, in trust, on or before April 15, 2007; thereafter to be

- disbursed to Complainants upon receipt of the Commission's approved Agreement.
6. Respondent agrees that it shall provide a one-half (1/2) day diversity training seminar to its administrators, with emphasis on the subject of disparate discipline, prior to the commencement of the 2007-2008 school year. Proof of completion shall be filed with the Commission.
 7. The parties hereunto agree that they will keep confidential and will not disclose the terms of this Agreement to any third persons. Nothing in this Agreement, however, shall be construed to deprive the Complainants from disclosing the terms of this Agreement to their spouse if any, family members, the Indiana Civil Rights Commission, or as otherwise required by law.
 8. Respondent agrees to provide, upon any request made by the Commission, its Expulsion and Suspension Report (DOE-EXSU) which Respondent is required to provide with the Indiana Department of Education, as required by the State of Indiana.
 9. Respondent agrees that it shall be the continuing policy of Northeastern Wayne School Corp. to endeavor to provide both equal educational opportunity to all of its students and to prohibit any and all forms of discrimination, whether on the basis of race, color, religion, sex, ancestry, disability, or national origin.
 10. Complainants agree that upon Marcus Armstead's completion of eight (8) credits at Indiana Vocational Technical College, consisting of one (1)

mathematics; two (2) English, one (1) science, one (1) government, two (2) U.S. history and one (1) social science elective, and certification of the same to Respondent, Northeastern Wayne School Corp. shall confer upon him, by United States Mail, a High School Diploma

11. Complainants agree that this Agreement, when fully executed, shall constitute their request to dismiss with prejudice the instant Complaint, filed with the Commission, and any other complaint, charge, grievance, or action of law, regarding the issues herein resolved, with any other tribunal having jurisdiction.
 12. In the event that the Commission fails to approve this Consent Agreement without amendment, its terms shall all be null and void and of no further effect.
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COMPLAINANT:

Marcus J. Armstead

Signature of Complainant

Marcus J. Armstead
Type or Print Name of Complainant

Subscribed and sworn to before me, a Notary Public in and for this County and
State, this 7th day of March, 2007.

E. Edward Punsmore
Signature of Notary Public

11/1/09
My commission expires

E. EDWARD PUNSMORE
Type or print name of Notary Public
Resident Rush Co. In.



Michael C. Healy
Staff Counsel
Indiana Civil Rights Commission

COMPLAINANT:

[Handwritten signature]

Signature of Complainant

Sheila Armstrong

Type or Print Name of Complainant

Subscribed and sworn to before me, a Notary Public in and for this County and

State, this *27th* day of *March*, 2007.

[Handwritten signature]

Signature of Notary Public

10/1/09

My commission expires

E. EDWARD DUNSMORE

Type or print name of Notary Public

Resident Bush County, IN



Michael C. Healy
Staff Counsel
Indiana Civil Rights Commission

RESPONDENT:

By [Handwritten Signature]
Signature of Respondent Official

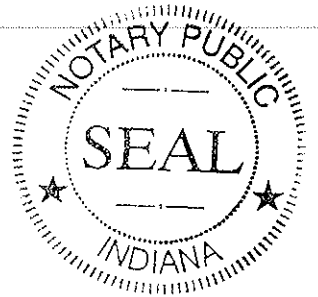
SUPERINTENDENT
Title NORTHEASTERN WAYNE SCHOOL CORPORATION

Subscribed and sworn to before me, a Notary Public in and for said County and state, this 7th day of MARCH, 2007:


[Handwritten Signature]
Signature of Notary Public

July 30, 2009
My commission expires

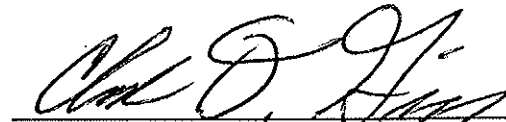
WALTER S. CHIDESTER
Type or Print Name of Notary Public
Residing in Wayne County, Indiana



The foregoing Consent Agreement has been entered and approved by a majority of the
Indiana Civil Rights Commissioners, this _____ day of _____, 2007:



COMMISSIONER



COMMISSIONER



COMMISSIONER



COMMISSIONER

To be served by United States Mail, upon the following parties and attorneys:

Marcus Armstead
1000 S. 9th Street
Richmond, IN 47374

Sheila Armstead
P.O. Box 2353
Richmond, IN 47374

Northeastern Wayne School Corp.
7295 North US 27
Fountain City, IN 47341

LOCKE REYNOLDS LLP
By: Thomas E. Wheeler II and Marsha Volk Bugalla
201 N. Illinois Street, Suite 1000
P.O. Box 44961
Indianapolis, IN 46204-0961

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