

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
Richmond Division

DINA PERSICO,)
Plaintiff,)
)
v.) Civil Action No. 3:18CV806 (HEH)
)
CHESTERFIELD COUNTY PUBLIC)
SCHOOLS, *et al.*,)
Defendants.)
_____)

MEMORANDUM OF UNDERSTANDING
REGARDING SETTLEMENT AGREEMENT

The parties agree that this case is settled on the following terms and conditions and that this Memorandum of Understanding (the “MOU”) is enforceable as a contract:

1. That Defendant, Chesterfield County School Board, shall pay to Locke & Quinn as counsel for Plaintiff, Dina Persico, the total sum of Ten Thousand Dollars (\$10,000.00) (the “Settlement Amount”), representing attorneys’ fees and costs, in full satisfaction of any claims brought or that could have been brought by Plaintiff as a result of this incident and each party shall otherwise bear their own attorneys’ fees and costs;
2. That Defendant shall sponsor five (5) students’ participation in the Peers Program for the Fall 2019 semester program but if all five (5) spots are already filled, the spots will be carried over to the next available course;
3. That Defendant shall provide a neutral reference for Plaintiff, upon request by any third party;
4. That Defendant shall amplify their existing training to focus on LGBTQI cultural

competency training, including a discussion of appropriate terminology;

5. That the Settlement Amount will be classified as non-wage income for attorneys' fees and costs;
6. That within ten (10) business days following execution of this MOU, the parties will execute a formal Settlement Agreement and all further documentation necessary to effectuate the terms of this MOU;
7. That within ten (10) business days following execution of this MOU, Defendant shall pay the Settlement Amount to Locke & Quinn as counsel for Plaintiff;
8. That the Settlement Agreement shall contain a mutual non-disparagement clause;
9. That within ten (10) business days of the execution of final settlement documentation, the parties shall file a Stipulation of Dismissal, with prejudice. Pursuant to *Kokkonen v. Guardian Life Insurance Co. of America*, 511 U.S. 375 (1994), the Stipulation of Dismissal shall explicitly reserve jurisdiction in this Court to enforce the terms of this MOU and any arbitration award resulting from the procedure in Paragraph 10.

10. Any disputes arising under this MOU shall be submitted to U.S. Magistrate Judge Roderick C. Young for binding arbitration, with the prevailing party awarded its costs to include reasonable attorneys' fees.

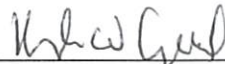
Seen and agreed to:

Plaintiff:

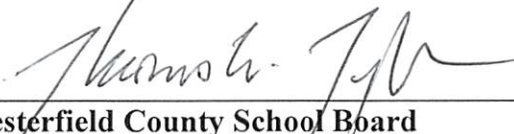


Dina Persico

Defendant:



Chesterfield County
By: Kyle Campbell
Title: *Assistant Director of Risk Management*



Chesterfield County School Board
By: Dr. Thomas Taylor
Title: *Chief of Staff*

Counsel for Plaintiff:

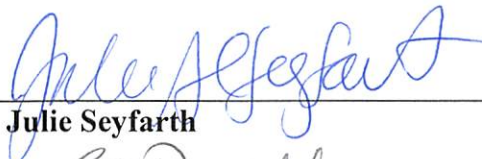


Colleen Quinn



Katherine Miceli

Counsel for Defendant:



Julie Seyfarth



Emily Russell

DATED: June 10, 2019