

RESIGNATION AGREEMENT AND GENERAL RELEASE

THIS RESIGNATION AGREEMENT AND GENERAL RELEASE is made and entered into on the dates hereinafter set forth by and between the BOARD OF EDUCATION OF NORTHFIELD TOWNSHIP HIGH SCHOOL DISTRICT NO. 225, COOK COUNTY, ILLINOIS, ("BOARD") and JOHN SURACE ("SURACE").

WITNESSETH:

WHEREAS, SURACE is employed by the BOARD as a custodial staff employee;

WHEREAS, SURACE wishes to resign his employment with the BOARD for purposes of retirement; and

WHEREAS, the BOARD wishes to provide SURACE the opportunity to resign in accordance with the terms and conditions contained in this Agreement and General Release.

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING AND THE MUTUAL PROMISES AND COVENANTS SET FORTH BELOW, AND FOR OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, THE PARTIES HEREBY AGREE AS FOLLOWS:

Section I. Upon execution of this Agreement, SURACE agrees to execute and deliver his voluntary, unconditional, and irrevocable resignation, as an employee of the BOARD,

effective as of March 14, 2017 (the "Resignation Date"), which resignation is attached hereto and made a part hereof as Exhibit "A". The BOARD hereby accepts SURACE'S resignation.

Section 2. In executing his letter of resignation, SURACE understands and agrees that he is knowingly and voluntarily releasing and waiving any and all of his rights to continued employment by the BOARD, under any and all statutes, laws, and contracts, and hereby waives any right to a hearing with respect to his separation from employment.

Section 3. As a post-retirement service recognition, no later than March 31, 2017, the BOARD shall pay SURACE the amount of One Thousand Seven Hundred and Six Dollars and Eighteen Cents (\$1,706.18) less all withholding required by law.

Section 4. Notwithstanding the policy's advance notice requirements, SURACE shall receive the retirement benefits set forth in Board Policy 6432, except for the salary enhancements in Section D(7) of that policy. These benefits are provided on a one-time, non-precedential basis and the terms of this Agreement shall not require the BOARD to make similar agreements with or accommodations for other employees.

Section 5. SURACE does hereby knowingly and voluntarily relinquish and waive all legal and equitable remedies provided under the *Age Discrimination in Employment Act*, 20 U.S.C. § 621 *et seq.*, as amended. SURACE acknowledges that he is aware of and understands all rights and claims pursuant to the *Older Workers Benefit Protection Act of 1990*, [20 U.S.C. §§

621, 623, 626, and 630, as amended by Pub. L. 101-433], including, without limitation, the following:

- (a) That by virtue of entering this Agreement, he does not waive rights or claims that may arise after the date of execution of this Agreement; and,
- (b) That he waives rights or claims under the *Older Workers' Benefit Protection Act* only in exchange for consideration in addition to anything of value to which he already is entitled to arising out of his employment relationship with the BOARD; and,
- (c) That he has the right to be provided twenty-one (21) days following the receipt of this Agreement to consider entering into and signing this Agreement (consideration period); and,
- (d) That for a period of at least seven (7) days following his execution of this Agreement, he will have the right to revoke this Agreement.

In return for the promises, and other consideration provided herein, SURACE has agreed to and hereby waives the aforesaid twenty-one (21) day consideration period. SURACE hereby declares that his waiver of the 21-day consideration period and all other rights under the *Age Discrimination in Employment Act* is knowing and voluntary and that he has been advised to receive the advice of counsel in executing this Agreement. SURACE further agrees that any changes to this Agreement, whether material or immaterial, will not restart the running of the consideration period.

Section 6. In consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, receipt of which is hereby acknowledged, and

except as expressly provided herein, SURACE fully and forever releases and discharges the BOARD, its members (individually and collectively), officers, agents, servants, administrators, employees, insurers, successors, assigns, and attorneys, and each and every one of them, whether acting as individuals in their personal capacity, or as governmental officials, of and from any and all claims, agreements, promises, obligations, damages (including, without limitations, special, compensatory, indirect and punitive damages), fees, attorneys' fees, costs and expenses, and actions or causes of action of every kind of nature, at law or equity, arising from or relating to SURACE'S employment relationship with the BOARD on or before the date this Resignation Agreement and Release is executed, which he may now have or claim to have or which may hereinafter accrue, whether known or unknown, anticipated or unanticipated, asserted or which could have been asserted by reason of any act done or omitted to be done by any of them, as a result of any events, actions, omissions, transactions, discussions, communications, positions or statements previously occurring, taken or undertaken at any time prior to the date hereof, including, without limitation, all rights under the Constitution of the United States (including all amendments thereto) and the Constitution of the State of Illinois, the Illinois School Code, [105 ILCS 5/1-1 et seq.], any and all state and federal statutes, laws, and regulations, and any and all contracts (written, oral, or implied) with respect to continued employment, compensation, rights and benefits of any kind or nature whatsoever, and any and all claims which were asserted or could have been asserted arising or growing out of or in any manner connected with the

relationships between the parties except as contemplated to be performed as express obligations under this Agreement. IT IS THE INTENT OF THE PARTIES HERETO THAT THIS RELEASE SHALL BE A FULL AND FINAL GENERAL RELEASE, AS DESCRIBED ABOVE, AND THAT IT MAY NOT BE MODIFIED IN ANY MANNER. To the fullest extent permitted by law, SURACE further promises and agrees never to institute or cause to be instituted, or to assist any third party in instituting any charge, suit, grievance, or action at law, equity, or otherwise in any federal or state court, before any federal or state administrative agency or before any tribunal, public or private, relating to or arising from SURACE'S employment relationship with the BOARD on or before the date this Resignation Agreement and Release is executed, except to enforce this Resignation Agreement and Release, and hereby waives any right to receive or recover damages or other payments from any such action instituted on his behalf.

Section 7. This Agreement shall be binding upon the BOARD, its successors and assigns, and shall be binding upon SURACE, his heirs, agents, attorneys, representatives and assigns.

Section 8. This Agreement sets forth all the promises, agreements, terms, conditions and understandings between the parties relative to the subject matter hereof and no other promises, agreements, or undertakings either oral or written, expressed or implied exist between the parties.

Section 9. No subsequent alteration, amendment, change, addition, deletion, or modification to this Agreement shall be binding upon the parties hereto unless reduced to writing and duly authorized and signed by each of them.

Section 10. This Agreement shall be interpreted and enforced according to the statutes and case laws of the State of Illinois regardless of the later residence or domicile of any of the parties. Any litigation regarding the enforcement of this agreement shall be brought in Cook County, Illinois.

Section 11. The parties signing this Agreement do hereby warrant and represent that they have read this Agreement, that they have had sufficient time to consider and comprehend the terms contained herein and consult counsel of their choice, that they understand the terms and provisions contained herein, that they are mentally competent and under no physical or mental disability that precludes them from understanding the nature and implications of this Agreement, and that they have voluntarily signed hereafter.

Section 12. This Agreement may be executed in duplicate counterparts each with the same force and effect as the original.

IN WITNESS WHEREOF, JOHN SURACE and the BOARD OF EDUCATION OF NORTHFIELD TOWNSHIP HIGH SCHOOL DISTRICT NO. 225, COOK COUNTY, ILLINOIS have executed this Resignation Agreement and General Release to become effective on the later date of execution shown below.

BOARD OF EDUCATION OF NORTHFIELD TOWNSHIP HIGH SCHOOL DISTRICT NO. 225, COOK COUNTY, ILLINOIS

John Surace By: _____
JOHN SURACE President

Dated: 2-24-17

Attest: _____
Secretary

Dated: _____

EXHIBIT "A"

To: Board of Education of Northfield Township High School District 225

I hereby tender my voluntary, unconditional, and irrevocable resignation as an employee of the BOARD OF EDUCATION, NORTHFIELD TOWNSHIP HIGH SCHOOL DISTRICT NO. 225, COOK COUNTY, ILLINOIS, effective MARCH 14, 2017.

Very truly yours,


JOHN SURACE

Dated: 2-24-17