

**SUBJECT TO BOARD APPROVAL
SUBJECT TO TRS REVIEW**

SEPARATION AGREEMENT AND GENERAL RELEASE

THIS AGREEMENT is made and entered into by and between the **BOARD OF EDUCATION OF LOMBARD SCHOOL DISTRICT NO. 44, DUPAGE COUNTY, ILLINOIS**, (hereinafter referred to as the "Board") and **ALDO CALDERIN** (hereinafter referred to as "Calderin") (hereinafter collectively referred to as the "Parties").

WITNESSETH

WHEREAS, Calderin is employed by the Board as the Assistant Superintendent - Human Resources & Public Relations in Lombard School District No. 44 ("District"); and

WHEREAS, the Parties have mutually determined to end their contractual relationship effective June 30, 2017; and

WHEREAS, Calderin and the Board are mutually agreeable to entering into this Agreement which confirms the terms and conditions of the mutual separation and releases and waives any charges, grievances, lawsuits, claims, or other potential litigation between the parties.

NOW, THEREFORE, in consideration of the terms and conditions herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

SECTION 1. INCORPORATION OF RECITALS. The recitals set forth above are incorporated herein and made a part of this Agreement as though fully set forth herein.

SECTION 2. MUTUAL SEPARATION. The Parties agrees to mutually separate effective June 30, 2017 and release and waive any and all contractual rights extending after from July 1, 2017.

SECTION 3. COMPENSATION. Calderin's final day of employment with the District shall be June 30, 2017. Calderin will receive his regular compensation through his final date of employment in accordance with the regular pay periods of the District. On June 15, 2017, the Board shall issue Calderin his final paycheck in the amount of Six Thousand Eight Hundred Forty Three Dollars and Fifty-One Cents (\$6,843.51), less applicable withholdings for state and federal taxes, contributions to the Teachers' Retirement System ("TRS"), if any, and any other deductions required by law or authorized by Calderin. This paycheck shall represent Calderin's final paycheck for regular earnings.

SECTION 4. VACATION. In accordance with the Illinois Wage Payment and Collection Act, the Board shall provide payment for fifteen (15) unused vacation days for the 2016-2017 contract year at a per diem rate of Five Hundred Fourteen Dollars and 92/100 (\$514.92). Payment shall be made on June 25, 2017, in a lump sum separate check in the amount of Seven Thousand

Seven Hundred Twenty-Three Dollars and Eighty-Cents (\$7,723.80), less applicable withholdings for state and federal taxes and any other deductions required by law or authorized by Calderin. Calderin acknowledges that, upon his receipt of such payment, he shall have received pay for all wages, unused vacation and any and all other compensation earned by him through his final day of employment with the Board.

SECTION 5. SEVERANCE PAYMENTS. In consideration of the General Release of Claims set forth in Section 7 of this Agreement, the Board shall provide Calderin with severance payments in the gross amount of Six Thousand Eight Hundred Forty Three Dollars and Fifty-One Cents (\$6,843.51) ("semi-monthly total compensation"), less applicable withholdings for state and federal taxes and any other deductions required by law or authorized by Calderin. Subject to the terms set forth in this Section below, the severance payments shall be paid in twenty-four (24) equal payments on or before the fifteenth (15th) and last day of each month, with the first payment to be made on or before July 15, 2017, and the last payment to be made on or before June 30, 2018. Beginning on the effective date of this Agreement, Calderin shall actively seek employment with another employer. If Calderin obtains employment with another employer, he shall notify the Board President as soon as possible and provide a copy of his new employment contract, or the equivalent. If Calderin accepts employment at an annual compensation equal to or greater than One Hundred Sixty Four Thousand Two Hundred Forty-Four Dollars and Twenty Four Cents (\$164,244.24), (Calderin's "current annual total compensation"), the Board's obligation to make any remaining payments to Calderin under this Section shall cease upon Calderin's first day of employment with the new employer. If Calderin obtains employment from another employer at an annual compensation that is less than Calderin's current annual total compensation, the Board shall pay Calderin the difference, taking into account any severance payments Calderin has already received and the first date of new employment, pro-rating as necessary to ensure only that, from the period of July 1, 2017 through June 30, 2018, Calderin receives at least his "current annual compensation." Any such payment shall be made in a lump sum within fourteen (14) business days of Calderin's first day of employment with the new employer. Should the Board obtain information that Calderin has become employed by another employer, but has failed to provide the required notice, the Board shall have the right to terminate any future payments.

SECTION 6. TEACHERS' RETIREMENT SYSTEM. Calderin acknowledges that the Board makes no representations as to the eligibility for TRS credit of any compensation or service that is a subject of this Agreement. It is understood that only TRS has the capacity to determine the creditable status of such compensation and service and that nothing in this Agreement is contingent upon Calderin's receipt of any TRS credit or benefit.

SECTION 7. GENERAL RELEASE OF CLAIMS. In consideration of the promises and payments contained herein, Calderin and his heirs, agents, representatives, and assigns hereby release, discharge, and forever free the Board and its respective members, officers, agents, administrators, employees, insurers, heirs, successors, and assigns, and each and every one of them, of and from any and all claims, debts, dues, demands, liens, obligations, fees (including attorneys' fees), actions, or causes of action, of every kind or nature, at law or in equity, that Calderin may now have or claim to have or that may hereinafter accrue, whether known or unknown, anticipated or unanticipated, against the Board and its respective members, officers,

agents, administrators, employees, insurers, heirs, successors and assigns, and each and every one of them, by reason of any act done or omitted to be done connected with the past or present relationship between the parties arising in any way out of Calderin's employment with the Board, except as contemplated by this Agreement. This release specifically includes, but is not limited to, rights or claims arising under the Illinois *Wage Payment and Collection Act*, 820 ILCS 115/1 *et seq.*, Illinois *Human Rights Act*, 775 ILCS 5/1-101 *et seq.*, the *Americans with Disabilities Act of 1990*, 42 U.S.C. Sec. 12101 *et seq.*, as amended, *Section 504 of the Rehabilitation Act of 1973*, 29 U.S.C. Sec. 794(a), *Title VII of the Civil Rights Act of 1991*, 42 U.S.C. 2000e *et seq.*, the *Family and Medical Leave Act of 1993*, 29 U.S.C. 2601, *et seq.*, the Illinois and United States Constitutions, and any other federal, state, county, or local statute, law, ordinance, regulation, or order. Calderin further covenants and agrees never to institute or cause to be instituted any suit or action at law, equity, or otherwise, in any federal or state court, before any federal, state, or local administrative agency, or before any tribunal, public or private, relating to or arising from the employment relationship between Calderin and the Board, except to enforce the terms of this Agreement. It is the intent of the parties that this release shall be a full and final general release as described above, including, without limiting the generality of the foregoing, any claims or causes of action brought on the basis of alleged wrongful or retaliatory discharge, defamation, intentional infliction of emotional distress, invasion of privacy, breach of contract (express or implied, written or verbal), and/or any common law claim whatsoever arising out of or relating to Calderin's employment with the Board. This Agreement does not extend to any other claims that, as a matter of law, cannot be waived by means of an agreement such as this Agreement.

SECTION 8. NO ADDITIONAL BENEFITS. No promise has been made by the Parties to pay the other any other or future consideration except as set forth in this Agreement. Calderin shall not be entitled to any additional benefits from the Board other than those specifically set forth in his employment contract or this Agreement.

SECTION 9. COMPLETE UNDERSTANDING. This Agreement sets forth all of the promises, agreements, conditions and understandings between the Parties relative to the subject matter hereof and no other promises, agreements or understandings whether oral or written, expressed or implied exist between the Parties.

SECTION 10. AMENDMENTS. No provisions or requirements expressed in this Agreement may be altered, modified, changed or canceled after the effective date of this Agreement, except upon the express written consent of the Parties.

SECTION 11. EFFECT OF AGREEMENT. This Agreement shall inure to the benefit of and bind the Board and its respective members, officers, agents, administrators, employees, insurers, heirs, successors, and assigns, and Calderin and his heirs, agents, representatives, and assigns.

SECTION 12. APPLICABLE LAW. This Agreement shall be governed by the laws of the State of Illinois.

SECTION 13. EXECUTION. This Agreement may be executed in multiple counterparts, and a set of counterparts bearing the signatures of each Party hereto shall constitute the Agreement as

fully as if the Parties had signed a single document. The Parties shall accept facsimile copies of this Agreement as if original copies.

SECTION 14. NO ADMISSIONS. This Agreement shall not in any way be construed or used as an admission of any wrongdoing or liability of any kind or nature by the Board or Calderin; nor shall this Agreement be deemed precedential for any future employment-related agreements between the Parties.

SECTION 15. SEVERABILITY. Should any provision of the Agreement be declared illegal by a court of competent jurisdiction, then said provision shall be deleted from this Agreement to the extent it violates the law, and the remaining provisions in this Agreement shall remain in full force and effect so long as the parties' intent in entering into this Agreement can still be met.

SECTION 16. ADDITIONAL DOCUMENTS TO EFFECTUATE AGREEMENT. The Parties shall execute any and all additional documents necessary to effectuate the intent and purposes of this Agreement.

SECTION 17. EFFECTIVE DATE. This Agreement shall become effective on the date of the last party to sign the Agreement.

SECTION 18. INDEMNIFICATION. The Board agrees that it shall indemnify and protect Calderin against any and all demands, claims, suits, actions, and legal proceedings as required by Section 10-20.20 of the *School Code* (105 ILCS 5/10-20.20). Notwithstanding the foregoing, it is expressly understood that in no case will individual Board members be considered personally liable for indemnifying Calderin against such demands, claims, suits, actions, and legal proceedings. If Calderin is required to return to the District in regard to any and all demands, claims, suits, actions and legal proceedings brought by any individual or entity other than Calderin for which the Board has an indemnification obligation by law, the District shall pay for the related business expenses, including but not limited to travel and legal representation expenses. The Board shall have no obligation to pay expenses under this Section if Calderin is receiving semi-monthly total compensation under Section 5 of this Agreement. Calderin agrees to fully cooperate with the District and its attorneys, in the defense of any litigation against the District and/or its employees or Board Members, that is currently pending or may be filed in the future.

SECTION 19. SICK DAYS. On behalf of Calderin, the District shall report twenty-eight and a half (28.5) accumulated and unused sick leave days to the Teachers' Retirement System for creditable service. Said submission shall occur upon the District's annual report to TRS.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the BOARD OF EDUCATION OF LOMBARD SCHOOL DISTRICT NO. 44, DUPAGE COUNTY, ILLINOIS, and ALDO CALDERIN have approved and executed this Agreement on the dates indicated below, and the Agreement shall be effective as of the last date of signature.

ALDO CALDERIN

BOARD OF EDUCATION OF
LOMBARD ELEMENTARY SCHOOL
DISTRICT
NO. 44, DUPAGE COUNTY, ILLINOIS

Date: 5/9/17

By: _____
Its: Board President

Date: _____

ATTEST:

By: _____
Its: Secretary

Date: _____

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