

RESIGNATION AGREEMENT AND GENERAL RELEASE
(COMMUNITY HIGH SCHOOL DISTRICT NO. 99 /WILLIAM MILLER)

THIS AGREEMENT is made by, and entered into between, the Board of Education (the "Board") of Community High School District No. 99, DuPage County, Illinois (the "School District") and Mr. William Miller, an employee of the Board.

The Board and Mr. Miller agree as follows:

1. Mr. Miller hereby resigns effective at the close of the day on December 11, 2017, as a tenured teacher in the School District and an employee of the Board. The Board hereby accepts Mr. Miller's resignation, which is irrevocable subject to the condition set forth in Paragraph 3.

2. Mr. Miller's current coverage under the Board's insurance plan will remain in effect through December 31, 2017, based on the premium payments already made by Mr. Miller. Prior to the termination of such coverage, the Board will forward to Mr. Miller the necessary documentation for conversion to health insurance under COBRA. In the event Mr. Miller elects health insurance under COBRA, in consideration of Mr. Miller's global waiver and general release and the other commitments described in this Agreement, the Board will pay the premiums to continue Mr. Miller's current family health insurance coverage through March 31, 2018. If Mr. Miller elects to continue health insurance coverage under COBRA after March 31, 2018, he will do so entirely at his own expense.

3. By no later than December 13, 2017, Mr. Miller will provide the Superintendent with documentation evidencing that he has surrendered his teaching license through the Illinois State Board of Education process. If Mr. Miller fails to provide the required documentation under this paragraph, the Board will take action to rescind its acceptance of Mr. Miller's

resignation at the December 18, 2017 Board meeting. In the event the Board rescinds the acceptance of Mr. Miller's resignation, Mr. Miller will be immediately placed on an unpaid status and the Board will determine the appropriate employment action related to Mr. Miller.

4. Mr. Miller agrees that he will neither seek nor accept employment with the Board at any time, and understands and agrees that the Board will have no obligation to consider any such application to employ him. Mr. Miller further agrees that he will neither seek nor accept employment teaching K-12 students in any capacity after the effective date of his resignation from the School District.

5. Except for a breach of this Agreement, Mr. Miller on behalf of himself, his agents, representatives, assigns, heirs, executors and administrators, and attorneys, hereby irrevocably waives, releases and discharges the Board from any and all claims, demands, damages, grievances, causes of action or suits that he has had or may have had, arising from, growing out of or in any way connected with, directly or indirectly, Mr. Miller's employment with the Board, the termination thereof, or any other action or inaction of the Board, its members or employees, up to and including the date of this Agreement, including but not limited to, any and all claims arising under the Illinois School Code, Title VII of the Civil Rights Act of 1964, as amended (as amended by the Civil Rights Act of 1991), 42 U.S.C. §§ 2000e et seq. and 42 U.S.C. § 1981a; 42 U.S.C. § 1981; the Age Discrimination in Employment Act, 29 U.S. § 621 et seq.; the Americans with Disabilities Act, 42 U.S.C. § 12101 et seq.; the Family and Medical Leave Act, 29 U.S.C. § 2601 et seq.; or the Illinois Human Rights Act; any and all claims arising under any other federal, state or local statute, regulation or ordinance pertaining to discrimination in employment, or the termination of employment; any and all claims for fraud, detrimental reliance, negligent hiring, negligent supervision, interference with contract or prospective

economic advantage, intentional or negligent infliction of emotional distress, embarrassment, pain and suffering, libel, slander, defamation, or any other claim or cause of action asserted under the common law of any state; any and all claims for wrongful or tortious termination, violation of public policy or similar claims; any and all claims for breach of express or implied employment contract and/or estoppel; any and all claims arising for unpaid wages, vacation, or other compensation of any kind under the Fair Labor Standards Act, 29 U.S.C. §§ 201 et seq., breach of contract principles or applicable state or local law, any and all claims under any other federal, state or local statute or ordinance; any and all claims for compensatory, punitive, or other damages or relief of any kind relating to any claims; and any and all claims for attorneys' fees and costs incurred by Mr. Miller in relation to such claims. As used in this Paragraph with regard to Mr. Miller's acknowledgment, waiver or release and covenant not to sue, the term "Board" includes the School District, the Board, its current and former members, and employees and agents in their official and individual capacities.

6. Mr. Miller agrees that he will direct any requests for employment verification or references directly to the Assistant Superintendent for Human Resources. The Board agrees that the Assistant Superintendent for Human Resources will respond to requests by third parties for employment verification by indicating that Mr. Miller began his employment with the School District on August 28, 1995, and that he resigned on December 11, 2017 and surrendered his teaching license to the Illinois State Board of Education. Provided Mr. Miller identifies the Assistant Superintendent for Human Resources, he is not prohibited from also identifying other School District employees to provide an employment reference.

7. Mr. Miller warrants that he has not initiated or filed any claims of any type against the Board or its current or former members or employees, with any court or

governmental or administrative agency related to his employment. Mr. Miller further unconditionally waives the right to receive any benefits or remedial relief as a consequence of any charge filed against the Board with the Equal Employment Opportunity Commission, the Illinois Department of Human Rights, any other federal, state or local governmental agency, or any lawsuit filed with any federal or state court.

8. Mr. Miller acknowledges and agrees that he has read this Agreement, that he has received the advice of counsel, and that he has received valuable consideration to which he would not otherwise be entitled, for the release contained in Paragraph 5. Mr. Miller further acknowledges and agrees that he understands the terms and provisions contained in this Agreement and enters into it voluntarily without any duress or undue influence on the part of, or on behalf of, the Board or anyone else.

9. This Agreement sets forth all of the promises, agreements, terms, conditions and understandings between the Board and Mr. Miller relative to the subject matter of this Agreement, and there are no promises, agreements or undertakings, either oral or written, express or implied, between Mr. Miller and the Board, except as set forth in this Agreement. Except as expressly provided in this Agreement, no other payments or benefits of any kind shall be due Mr. Miller.

BOARD OF EDUCATION,
COMMUNITY HIGH SCHOOL
DISTRICT NO. 99, DuPage
County, Illinois

WILLIAM MILLER

By: _____

President

Attest: _____

Juli Amadeh
Secretary

Dated: December 11, 2017

Date: 12/8/17