

RESIGNATION AGREEMENT AND GENERAL RELEASE

THIS AGREEMENT is entered into by and between the **BOARD OF EDUCATION OF MCLEAN COUNTY UNIT SCHOOL DISTRICT NO. 5**, McLean County, Illinois (“Board”), and **DR. JAMES HARDEN** (“Harden”) (together referred to herein as the “Parties”).

WITNESSETH

WHEREAS, Harden is employed as the Executive Director of Human Resources and Student Services in McLean County Unit School District No. 5 (“District”); and

WHEREAS, Harden, after careful consideration and of his own volition, has determined to resign as an employee of the District, effective June 30, 2019, and to submit an irrevocable letter of resignation, upon the terms and conditions set forth in this Agreement; and

WHEREAS, the Board has agreed to accept Harden’s resignation upon the terms and conditions set forth in this Agreement; and

WHEREAS, the Parties desire to both fully address and resolve any claims, demands, or other related issues arising from the employment and resignation of Harden, and to avoid any and all claims or differences which might now or hereafter accrue or arise.

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:

1. **INCORPORATION OF RECITALS.** The recitals set forth hereinabove are true and correct and are incorporated into this Paragraph by reference.
2. **RESIGNATION OF EMPLOYMENT.** Harden hereby irrevocably tenders to the Board his voluntary resignation from employment as the Executive Director of Human Resources and Student Services and as an employee of the Board effective June 30, 2019. An executed copy of Harden’s letter of resignation is attached to this Agreement as **Exhibit A**, which resignation the Board hereby accepts.
3. **EMPLOYMENT STATUS.** Harden will continue to be employed in a position requiring an Illinois Professional Educators License from the date of this Agreement until the effective date of his resignation.
4. **COMPENSATION AND FRINGE BENEFITS.** Until the effective date of Harden’s resignation, Harden shall continue to receive from the Board his remaining pro rata salary and fringe benefits for the 2018-2019 school year pursuant to his 2018-2019 Administrative Contract. The total salary paid to Harden attributable to the 2018-2019 school year (including amounts already paid and remaining to be paid) is equal to One Hundred Thirty Two Thousand Six Hundred Sixty Two Dollars (\$132,662), from which pro rata payments the Board has and will make the required deductions for state and federal

tax, and any other deductions required by law or authorized by Harden. Payment shall be made in accordance with the normal pay cycles and rules of the Board governing payments to other administrators in the District, with the final payment to be made on June 30, 2019.

Harden acknowledges the compensation payments outlined in this paragraph 4, include all remaining salary that he is entitled to receive from the Board through the effective date of his resignation and do not represent compensation, salary, benefits, or perquisites, for employment services yet to be rendered.

5. **CONSIDERATION.** In consideration of the General Release of Claims set forth in paragraph 13 of this Agreement, Harden will receive a check in the total gross amount of Twenty Seven Thousand Two Hundred Twenty One Dollars and 25/100 (\$27,221.25), less applicable withholdings for state and federal taxes and any other deductions required by law or authorized by Harden. Payment pursuant to this paragraph shall be made to Harden after his final paycheck for regular earnings, and is therefore, not intended to represent earnings for purposes of the Teachers' Retirement System ("TRS"). The Parties agree, warrant, represent, and understand that the consideration set forth in this paragraph does not represent compensation, salary, benefits, or perquisites, for employment services yet to be rendered but rather, represents consideration for Harden's General Release of Claims set forth in paragraph 12.
6. **VACATION.** The Parties agree that as of June 30, 2019, Harden will have twelve (12) earned, unused vacation days. The Board shall pay Harden for his twelve (12) earned, unused vacation days in the total gross amount of Six Thousand Five Hundred Thirty Three Dollars and 10/100 (6,533.10), less applicable withholdings for state and federal taxes and any other deductions required by law or authorized by Harden. This payment shall be made on June 30, 2019, with Harden's final paycheck for regular earnings.
7. **TEACHERS' RETIREMENT SYSTEM.** Harden acknowledges that the Board makes no representation that any compensation or service that is a subject of this Agreement will be eligible for TRS credit. It is understood by the Parties that only TRS has the capacity to finally decide the creditable status of such compensation and service.
8. **INSURANCE BENEFITS.** Harden's health insurance benefits under the District's group health plan shall cease on June 30, 2019. Thereafter, Harden may elect to continue his coverage under the District's health insurance plan pursuant to the federal *Consolidated Omnibus Budget Reconciliation Act of 1985*, as amended ("COBRA"), at his sole cost and expense.
9. **REFERENCE LETTER.** The District shall respond to any inquiries from Harden's prospective employers with a letter indicating his position and length of service to the District.
10. **NO RE-EMPLOYMENT.** Harden will have no rights to employment or re-employment with the Board and shall not seek or apply for employment with the Board unless the Board

makes written request that he do so. This Agreement is sufficient reason for the Board to reject any such application for re-employment or employment.

11. **MUTUAL NON-DISPARAGEMENT.** Harden shall not disparage the District, its Board, administration, employees or students. The Board's current members shall not disparage Harden. The mutual obligation of non-disparagement includes disparagement in any form or forum, including but not limited to any print or electronic media, social networking site, blog, tweet, website, or statements to or in the press.
12. **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 Paragraphs 4 and 5 of this Agreement. Harden shall not be entitled to any additional benefits from the Board other than those specifically set forth in this Agreement. Further, Harden acknowledges and agrees that the promises indicated in this Agreement include those that exceed any payment, benefit, or other thing of value which he already is entitled to receive from the Board.
13. **GENERAL RELEASE OF CLAIMS.** In consideration of the promises contained herein, Harden, and his heirs, agents, representatives, successors and assigns, hereby releases, discharges and forever frees the Board and its members, officers, agents, representatives, administrators, employees, insurers, successors, and assigns, and each and every one of them, from any and all claims, allegations, assertions, debts, dues, demands, liens, obligations, fees (including, but not limited to, attorneys' fees), grievances, unfair labor practice charges, actions, or causes of action, of every kind or nature, at law or in equity, both in court or with an administrative body, which he may now have or claim to have, or which may hereinafter accrue, whether known or unknown, anticipated or unanticipated, against the Board and its members, officers, agents, representatives, administrators, employees, insurers, successors and assigns, and each and every one of them, for any act done or omitted to be done prior to the execution of this Agreement by both Parties, including, but not limited to, any act done or omitted to be done in connection with Harden's employment with the Board and his resignation therefrom.

Harden does not waive rights or claims arising under the *Age Discrimination in Employment Act of 1967*, as amended, that may arise after the date this waiver is executed. This release does not include any claims arising out of future events taking place after the effective date of the Agreement or any claims to enforce the terms of the Agreement.

14. **CONTRACTUAL CAPACITY.** Harden acknowledges that he has entered into this Agreement voluntarily and knowingly and with the full and complete authority and contractual capacity to do so. Harden further acknowledges that he has had ample opportunity to review the terms of this Agreement and to consult with an attorney prior to executing this document. Harden, therefore, knowingly and voluntarily relinquishes and waives all legal and equitable remedies provided under the federal *Age Discrimination in Employment Act*, as amended. Further, Harden acknowledges that he is aware of and understands his rights and claims pursuant to this Act, including without limitation, the following:

- a. That he has the right to be provided twenty-one (21) calendar days to consider this Agreement and acknowledges that it may be signed sooner and that his decision to do so would be knowing and voluntary and not induced by the Board through fraud, misrepresentation, or threat;
 - b. That for a period of seven (7) calendar days following his execution of this Agreement, Harden has the right to revoke this Agreement by delivering, in person, a written revocation to Dr. Mark Daniel, Superintendent, at the District's Unit Office by no later than 5 p.m. on the seventh (7th) calendar day following his execution of this Agreement; and
 - c. That by the release and waiver provisions contained in this Agreement, Harden does not waive rights or claims which may be brought before a court or administrative body, pursuant to the *Age Discrimination in Employment Act of 1967*, as amended, arising after the date this Agreement is executed.
15. **EFFECTIVE DATE.** Harden acknowledges that, pursuant to paragraph 14 above, he may, for a period of seven (7) calendar days from the date of his signature on this Agreement, revoke the Agreement and that this Agreement shall not become effective until eight (8) calendar days have passed from the date he signs this Agreement or the date on which the Executive Board signs this Agreement, whichever is later.
16. **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.
17. **BENEFITS EXCEED ANY OTHER BENEFIT TO WHICH HARDEN IS ENTITLED.** Harden acknowledges and agrees that the promises indicated herein exceed any payment, benefit, or other thing of value which he already is entitled to receive from the Board.
18. **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 all Parties.
19. **EFFECT OF AGREEMENT.** This Agreement shall inure to the benefit of and bind the Board and its members, officers, agents, representatives, administrators, employees, insurers, heirs, successors, and assigns, and Harden and his heirs, agents, representatives, successors and assigns.
20. **APPLICABLE LAW.** This Agreement shall be governed by the laws of the State of Illinois.
21. **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 or electronic copies of this Agreement as if original copies.

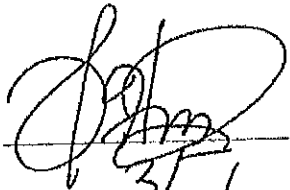
22. **NO ADMISSION.** The Parties agree that by entering into this Agreement, the Parties do not admit to any liability or wrongdoing and that this Agreement shall not be construed as an admission of liability or wrongdoing by any of them.
23. **NON-PRECEDENTIAL.** The terms of this Agreement are non-precedential, and this Agreement shall be used for no other purpose other than to resolve this matter.
24. **ADDITIONAL DOCUMENTS TO EFFECTUATE AGREEMENT.** The Parties shall execute any and all additional documents necessary to effectuate the intent and purposes of this Agreement.
25. **SEVERABILITY.** If any term of provision of this Agreement is held invalid, this Agreement shall be construed as if such invalid term or provision was never included herein, and the remainder of the Agreement shall be and remain valid and enforceable to the fullest extent permitted by law.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the BOARD OF EDUCATION OF MCLEAN COUNTY UNIT SCHOOL DISTRICT NO. 5, McLean County, Illinois, and DR. JAMES HARDEN have approved and executed this Agreement on the dates indicated below.

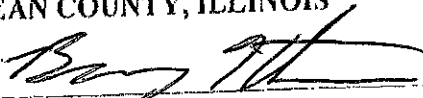
PLEASE CONSULT WITH LEGAL COUNSEL AND READ CAREFULLY BEFORE SIGNING. THIS DOCUMENT CONTAINS A RELEASE AND WAIVER OF RIGHTS.

DR. JAMES HARDEN



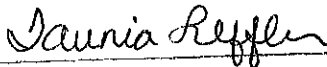
Date: 3/13/19

BOARD OF EDUCATION OF
MCLEAN COUNTY UNIT
SCHOOL DISTRICT NO. 5
MCLEAN COUNTY, ILLINOIS

By: 

Its: Board President
Date: 3/13/2019

ATTEST:

By: 

Its: Secretary
Date: 3/13/2019

EXHIBIT A

March 13, 2019

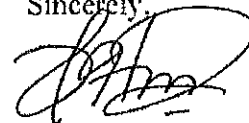
Mr. Barry Hitchins
Board President
McLean County Unit School District No. 5
1809 W. Hovey
Normal, IL 61761

RE: RESIGNATION

Dear Mr. Hitchins:

I hereby tender my voluntary and irrevocable resignation as the Executive Director of Human Resources and Student Services and an employee of the McLean County Unit School District No. 5, effective June 30, 2019. I understand that the tender of my resignation is irrevocable.

Sincerely,



Dr. James Harden

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