

## **AGREEMENT AND RELEASE**

This AGREEMENT AND RELEASE made and entered into this 1st day of February, 2016, between Lake Land College ("College") and Raymond Rieck ("Rieck").

### **WITNESSETH:**

WHEREAS, Rieck is currently employed by the College as Vice-President for Business Services; and

WHEREAS, Rieck has voluntarily elected to retire and resign from employment as Vice-President for Business Services effective August 31, 2016; and

WHEREAS, the College has agreed to accept Rieck's resignation from the position of Vice-President for Business Services, effective August 31, 2016; and

WHEREAS, Rieck will remain on administrative leave, with pay and benefits, through August 31, 2016 and be available for consultation with the President during this period; and

WHEREAS, the College and Rieck are mutually agreeable to entering into this Agreement which confirms the terms and conditions of Rieck's resignation from the position of Vice-President for Business Services, and releases and waives any charges, claims or litigation between the Parties hereto.

NOW THEREFORE, in consideration of the promises and mutual agreements of the Parties hereto, it is hereby agreed by the College and Rieck as follows:

### **SECTION 1. RESIGNATION**

Rieck has decided to submit his retirement from the College and agrees to voluntarily resign as Vice-President for Business Services, effective August 31, 2016, and to release and waive any rights under his employment in this position. A copy of Rieck's irrevocable letter of resignation is attached hereto as **Exhibit A**.

### **SECTION 2. ACCEPTANCE OF RESIGNATION**

The College hereby accepts Rieck's resignation from his position of Vice-President for Business Services, effective August 31, 2016, in accordance with Section 1 of this Agreement and releases Rieck from his employment as Vice-President for Business Services as of the effective date of his resignation.

**SECTION 3. PAID ADMINISTRATIVE LEAVE**

Rieck will remain on administrative leave, with pay and benefits including group health insurance and vacation accrual, until August 31, 2016, after which time he will retire from employment with the College. Rieck's compensation during the duration of this paid administrative leave will be based on his current salary and will not be subject to change or increase. Rieck will be available for telephonic consultation with the College President during the term of this administrative leave period on projects and assignments in which Rieck was involved prior to his administrative leave. Rieck will be eligible to participate in the Lake Land College Retiree Advantage Program, including use of a Lake Land College e-mail address, after he retires from the College.

**SECTION 4. PLANNED RETIREMENT BONUS**

Rieck acknowledges that he is not entitled to any planned retirement bonus or years-of-service incentive under Board Policy 05.22. To the extent Rieck had any right to such benefits he voluntarily waives and relinquishes any such rights.

**SECTION 5. INQUIRIES FROM PROSPECTIVE EMPLOYERS**

All oral or written inquiries of prospective employers, other persons and/or entities, and all oral and written reference requests received after the termination of Rieck's employment, will be answered by providing the Letter of Reference attached hereto as **Exhibit B**. The President and his designee shall be the designated spokesperson for responding to inquiries from prospective employers.

**SECTION 6. NON DISPARAGEMENT**

Rieck agrees that he will not disparage the College or any of its officers, directors or employees. For purposes of the Section "disparage" shall mean any negative statements, whether written or oral, about the College, Board of Trustees, the College President or any other College employee or agent. The College agrees not to make any disparaging statements about Rieck's employment with the College.

**SECTION 7. CONFIDENTIALITY OF AGREEMENT AND COLLEGE INFORMATION**

Rieck agrees to maintain the confidentiality of this Agreement and its terms to the extent allowed by law and/or statute. Rieck further agrees to maintain the confidentiality of any information he obtained while employed with the College during closed/confidential meetings, discussions or contained within confidential documents.

## **SECTION 8. RELEASE AND WAIVER OF CLAIMS**

Rieck, for good and valuable consideration, does completely release and forever discharge for himself, his heirs, administrators, agents, representatives, and assignees, the College, its Board of Trustees, officers, agents, and employees, and attorneys of and from all manner of actions, cause and causes of action, suits, controversies, charges, claims, judgments, obligations, damages, costs, compensation, or liabilities of any kind and character whatsoever, in law or in equity, both known and unknown, which he now has against the College or which his heirs, executors and administrators hereinafter can or may have by reason of any matter, cause or thing whatsoever, on or at any time prior to the date of this release, including any or all costs, expenses, and attorneys' fees, arising out of the employment of Rieck by the College, or Rieck's resignation from employment as Vice President for Business Services, or this Agreement, except for the implementation of its terms and conditions.

## **SECTION 9. RELEASE FROM AGE DISCRIMINATION CLAIM**

Rieck acknowledges that he has been informed of and understands all rights and claims pursuant to the *Older Worker's Benefit Protection Act of 1990*, P.L. 101-433 ("Act") including, without limitation, the following:

- (a) That Rieck waives rights or claims under the Act only in exchange for consideration in addition to anything of value to which Rieck already is entitled to arising out Rieck's employment relationship with the College;
- (b) That Rieck has twenty-one (21) days to consider this Agreement prior to execution; and
- (c) That for a period of at least seven (7) days following the execution of this Agreement, Rieck may revoke this Agreement, and the Agreement shall not become effective or enforceable until the revocation period has expired. The eighth day following Rieck's execution of this Agreement shall be the "ADEA Effective Date" of this Agreement.

## **SECTION 10. EFFECT OF AGREEMENT**

This Agreement shall inure to the benefit of the College and Rieck, and shall bind the College, Rieck, their agents, representatives, assignees, and successors. This Agreement rescinds and supercedes any prior agreement between the College and Rieck.

## **SECTION 11. COMPLETE UNDERSTANDING**

This Agreement sets forth all of the promises, agreements, conditions and understandings between the Parties related to the subject matter hereof, and

there are no promises, agreements, or undertakings, either oral or written, expressed or implied, between them other than as herein set forth.

**SECTION 12. SEVERABILITY**

If any of the provisions, terms and clauses of this Agreement are declared illegal, unenforceable, or ineffective in a legal forum with competent jurisdiction to do so, those provisions, terms and clauses shall be deemed severable, and all other provisions, terms and clauses of this Agreement shall remain valid and binding upon all the Parties hereto.

**SECTION 13. AMENDMENT OF AGREEMENT**

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

**SECTION 14. CONTROLLING LAW**

The Parties agree that this Agreement shall be interpreted under the laws of the State of Illinois and that venue arising out of any dispute with respect to this Agreement will be a court of competent jurisdiction in the State of Illinois.

**SECTION 15. SIGNATURE IN COUNTERPARTS**

This Agreement may be executed in counterparts each of which shall be considered an original, and all of which taken together shall be considered one and the same instrument.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement on this 1st day of February, 2016.

  
\_\_\_\_\_  
Raymond Rieck

Date: 1 February, 2016

  
\_\_\_\_\_  
President Jonathan B. Bullock

Date: February 1, 2016

**EXHIBIT A**

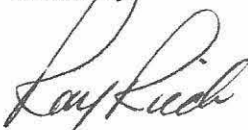
February 1, 2016

Board of Trustees of  
Community College District 517  
5001 Lake Land Boulevard  
Mattoon, IL 61938

Dear Board of Trustees:

This letter will confirm my retirement and my voluntary resignation as Vice-President for Business Services of Lake Land College, effective August 31, 2016. I have decided to resign from my position as Vice-President for personal reasons.

Sincerely,

A handwritten signature in black ink, appearing to read "Ray Rieck", written in a cursive style.

Raymond Rieck

cc: Jonathan Bullock, President

**EXHIBIT B**

To Whom It May Concern:

Mr. Raymond Rieck was employed by Lake Land College, Community College District 517, Mattoon, Illinois ("College") from August 21, 1995 to August 31, 2016.

Mr. Rieck served as Vice-President for Business Services at the College from June 1, 2000, until August 31, 2016, at which time he retired from the College.

Very truly yours,

Jonathan B. Bullock  
President