

MUTUAL SEPARATION AGREEMENT

This **SEPARATION AGREEMENT** (the "Agreement") made and entered into this ____ day of December, 2023, between Dr. Jeremy Larson (the "Superintendent") and the Board of Education of Paris-Union School District No. 95, County of Edgar, State of Illinois, (the "Board" or the "District").

WITNESSETH:

WHEREAS, the Superintendent, on the date of execution of this Agreement, is employed by the Board as Superintendent and Principal/Administrator;

WHEREAS, the Parties have determined to mutually and amicably end their employment relationship effective December 31, 2023;

WHEREAS, the Superintendent has submitted his irrevocable intent to resign effective December 31, 2023, which is attached hereto as Exhibit A, and is accepted by the Board on the date of execution of this Agreement;

WHEREAS, the Parties agree that this Agreement is not to be construed or used as an admission of any wrongdoing and/or liability whatsoever by or on behalf of the Superintendent or the Board and is instead the result of the Parties' desire to avoid otherwise unnecessary litigation; and

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

NOW, THEREFORE, in consideration of the promises and mutual agreements of the parties, it is hereby agreed by the Board and the Superintendent as follows:

SECTION 1. SEPARATION

By execution of said agreement, the Parties agrees to mutually end their employment relationship effective December 31, 2023. The Parties agree to release and waive any and all contractual rights extending after December 31, 2023, under the Superintendent's current employment contracts currently in effect, other than the payments and benefits as provided in Section 2 of this Agreement.

SECTION 2. CONTRACTUAL PAYMENTS AND OTHER CONSIDERATION

In complete and final settlement of any and all claims, actions, causes of action and demands that the Superintendent may now have or that may inure to the Superintendent arising out of or in any way connected with, directly or indirectly, the employment of the Superintendent as Superintendent and/or Principal, the Board hereby agrees as follows:

- A. To provide base salary as set forth in Section 3 of the Administrator's Employment Contract, as approved on October 26, 2022, through December 31, 2023. Payment for the monetary amount of the salary, less the withholding of the Principal salary as previously agreed between the parties, for this time period will be made to the Superintendent on the December 31, 2023, payroll, subject to all other applicable withholdings. This sum shall incorporate payment for twenty (20) days of earned but unused vacation leave as of December 31, 2023 at his per diem rate as Superintendent for each unused day. In accordance with District practice, the final paycheck will be issued on January 15, 2024 via direct deposit.
- B. To submit any and all unused sick days to the Teachers' Retirement System for creditable service. Said submission shall occur upon the District's annual report to TRS for the 2023-2024 school year.

SECTION 3. MUTUAL GENERAL RELEASE AND WAIVER OF CIVIL CLAIMS

In consideration of the payments and benefits set forth in Section 2 above and other promises within this Agreement, the Superintendent, for himself and his agents, representatives, attorneys, assigns, heirs, executors, and administrators; and the Board, its members, employees, agents, officials, officers, insurers and/or attorneys fully and mutually release each other from any and all civil liability, claims, demands, actions, causes of action, suits, grievances, debts, sums of money, agreements, promises, damages, costs, expenses, attorneys' fees, and remedies of any type, whether concealed or not concealed, known or unknown, regarding any act or failure to act that occurred during the employment of the Superintendent, including, without limitation, civil and/or administrative claims related to the Superintendent's employment, tenure or separation of employment from the Board, and including but not limited to all claims, actions or liability under (1) The *School Code* (including, but not limited to, Section 10-22.4 and Sections 24-11 and 24-12 thereof); (2) Title VII of the *Civil Rights Act of 1964*, the *Civil Rights Act of 1991*, the *Civil Rights Act of 1866* (42 U.S.C. § 1981), the *Equal Pay Act*, the *Americans with Disabilities Act*, the

Rehabilitation Act, the *Age Discrimination in Employment Act*, the *Family and Medical Leave Act*, and the *Illinois Human Rights Act*; (2) any other federal, state, or local statute, ordinance, or regulation regarding employment, compensation, employee benefits, tenure, termination of employment, or discrimination in employment; and (3) the common law of any state relating to employment contracts, tenure, wrongful discharge, intentional infliction of emotional distress, loss of consortium or any other matter.

This General Release and Waiver of Claims does not apply to any actions to enforce this Agreement.

SECTION 4. RELEASE FROM AGE DISCRIMINATION CLAIM

The Board hereby advises the Superintendent to consult with an attorney prior to executing this Agreement. The Superintendent acknowledges that he has been given the opportunity to, or has consulted with such counsel, prior to executing this Agreement and does hereby relinquish and waive all legal and equitable remedies provided under the *Age Discrimination in Employment Act*, as amended 29 U.S.C. §621 et seq. Further, the Superintendent 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, including, without limitation the following:

- A. That, by virtue of entering into this Agreement, the Superintendent does not waive any rights or claims that may arise after the date of execution of this Agreement, or to the enforcement of this Agreement;
- B. That the Superintendent waives his rights and claims only in exchange for consideration in addition to anything in value to which he already is entitled to arising out of his employment relationship with the District;
- C. That the Superintendent has twenty-one (21) days within which to consider this Agreement; and
- D. That for a period of seven (7) days following the execution of this Agreement, the Superintendent may revoke this Agreement, and the Agreement shall not become effective or enforceable until the revocation period has expired. The eighth day following the Superintendent's execution of this Agreement shall be the "ADEA

Effective Date” of this Agreement.

If a court of competent jurisdiction were to determine that the aforementioned age discrimination waiver was invalid, unenforceable, or ineffective, the age discrimination waiver 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 5. NO FAULT

The Parties are each entering into this Agreement to avoid otherwise unnecessary litigation and with the joint objective of permitting the Board to focus on the education of its students. This Agreement is not to be construed or used as an admission of any wrong doing and/or liability whatsoever by or on behalf of the Superintendent and/or the Board, as each of the undersigned expressly deny any and all liability or wrong doing in connection with the Superintendent's employment by the Board. Furthermore, the Superintendent and the Board, including its individual members, will not engage, or cause others to engage, in conduct which disparages the other, to not take any action, or make any statement, whether oral, written, electronic or in any other form, or to cause or encourage any other person to take any action or make any such statement that is detrimental to the Superintendent's ability to obtain gainful employment in the future and/or that disparages the Superintendent, or damages his reputation unless required under law or in defense of a legal matter. The Board agrees to respond to any request for information regarding the Superintendent by providing a copy of a letter substantially in the form of the letter attached to this Agreement as Exhibit B. Nothing herein shall prohibit or require Board Members and individual employees from providing personal letters of recommendation and/or oral references if so requested by the Superintendent and/or prospective employers. Further, the Parties agree that this provision shall not prohibit or interfere with Board Members or individual employees from communicating with employees and/or members of any government agency or entity, or testifying in any legal matter brought by any other government agency or entity with respect to Superintendent's performance of his duties as Superintendent / Principal of the District.

SECTION 6. INDEMNIFICATION.

The Board agrees that it shall indemnify and protect the Superintendent 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 the Superintendent against such demands, claims, suits, actions, and legal proceedings, and said indemnification shall apply only to civil matters as set forth in Section 10-20.20.

SECTION 7. VOLUNTARY NATURE OF AGREEMENT

The Superintendent and the Board agree that they are freely, knowingly, voluntarily, and without duress, coercion, or undue influence, signing this Agreement. The Superintendent and the Board agree that they intend to be legally bound by the terms of this Agreement.

SECTION 8. 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 9 EFFECT OF AGREEMENT

This Agreement shall inure to the benefit of the Board and the Superintendent and shall bind the Board and the Superintendent, their agents, representatives, assignees, and successors.

SECTION 10. ADVICE OF COUNSEL

The Parties have had an opportunity to consult legal counsel regarding the terms of this Agreement and the legal liabilities of the parties, if desired.

SECTION 11. 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 12. AMENDMENT OF AGREEMENT

Except as otherwise provided, 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 13. CHOICE OF LAW

This Agreement shall be governed and construed in accordance with the laws of the State of Illinois to the extent applicable. In the event of the institution of any legal proceedings, the parties hereto agree that jurisdiction and venue shall be vested in any federal or state court located in the State of Illinois and that venue, for all purposes, shall be in Edgar County, Illinois.


SECTION 14. SIGNATURE IN COUNTERPARTS

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

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IN WITNESS WHEREOF, the Parties have executed this Agreement on this ___ day of December, 2023.

SUPERINTENDENT/PRINCIPAL


Dr. Jeremy Larson

**BOARD OF EDUCATION OF
PARIS-UNION SCHOOL DISTRICT NO. 95
COUNTY OF EDGAR
STATE OF ILLINOIS**

By: 
President



Secretary

EXHIBIT A

December 26, 2023

Kevin Knoepfel
President, Board of Education
Paris-Union School District. No. 95

Dear Mr. Knoepfel and Members of the Board of Education,

I hereby submit my resignation as Superintendent, effective December 31, 2023.

Sincerely,

A black rectangular redaction box covering the handwritten signature of Dr. Jeremy Larson.

Dr. Jeremy Larson
Superintendent / Principal

EXHIBIT B

December 31, 2023

To Whom It May Concern:

Dr. Jeremy Larson was hired as the Superintendent of Schools for Paris-Union Community Unit School District No. 95, effective July 1, 2016. Dr. Larson also held the positions of Principal of Mayo Elementary School from July 1, 2012, through June 30, 2018, and Principal of Memorial and Creative from July 1, 2020 through June 30, 2024.

As the Superintendent of Paris-Union Community Unit School District No. 95, Dr. Larson additionally had the obligation to serve as the acting co-Superintendent of Paris Cooperative High School. Dr. Larson tendered his resignation as Superintendent and Principal effective December 31, 2023.

Respectfully,

President, Board of Education
Paris-Union School District No. 95