

SUBJECT TO APPROVAL BY THE BOARD OF EDUCATION

**MUTUAL SEPARATION AGREEMENT
AND GENERAL RELEASE**

THIS MUTUAL SEPARATION AGREEMENT is made and entered into on the date indicated below by and between the **BOARD OF EDUCATION OF ANTIOCH COMMUNITY CONSOLIDATED SCHOOL DISTRICT NO. 34**, Lake County, Illinois (the "District" or "Board") and **DR. JAY MARINO** ("Dr. Marino") (collectively, "the Parties").

RECITALS

WHEREAS, Dr. Marino is employed as the Superintendent of the District; and

WHEREAS, the Board and Dr. Marino have determined it is in their best interests to mutually separate the Superintendent/Board of Education employment relationship; and

WHEREAS, Dr. Marino, after careful consideration and of his own volition, has determined to resign from his employment as the Superintendent and as an employee of the Board, 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 Dr. Marino'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 Dr. Marino, and to avoid any and all claims or differences that 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 above are incorporated in this Section.

2. **MUTUAL SEPARATION.** In consideration of the compensation provided in Paragraph 3 and other benefits set forth in this Agreement, Dr. Marino hereby tenders to the Board his voluntary resignation from employment with the Board effective November 19, 2019. Dr. Marino further releases and waives any and all of his rights under the Illinois *School Code* and any and all statutes, laws and contracts with respect to continued employment with the District. An executed copy of his resignation is attached to this Agreement as Exhibit A, which resignation the Board hereby accepts.

3. **COMPENSATION.** In consideration of Dr. Marino's resignation and the General Release of Claims set forth in this Agreement, the District will pay Dr. Marino Three Thousand Eight Hundred Twenty Seven Dollars and Ten Cents (\$3,827.10) as compensation earned through November 19, 2019. This payment will be made on November 29, 2019, and will represent Dr. Marino's "final paycheck for regular earnings." Additionally, on December 13, 2019, Dr. Marino will receive the remaining compensation due under this Agreement in the sum of Sixteen Thousand One Hundred Fifty Eight Dollars and Ninety Two Cents (\$16,158.92), which represents compensation for eight (8) additional work days, plus eleven (11) days of vacation. Both sums will be paid less required deductions for state and federal taxes, and any other deductions required by law or authorized by Dr. Marino. Dr. Marino acknowledges that, with the payment of such compensation, he has received pay for all wages, for all earned and unused vacation and any and all other compensation earned by him through his final day of employment with the Board. The Parties agree, warrant, represent, and understand that the payments set forth in this Paragraph do not represent compensation, salary, benefits, or perquisites, for employment services yet to be rendered by Dr. Marino, but rather represents consideration for Dr. Marino's General Release of Claims.

4. **HEALTH AND DENTAL INSURANCE BENEFITS.** In consideration of Dr. Marino's letter of resignation and the General Release of Claims set forth in Paragraph 8 of this Agreement, the Board agrees that, if Dr. Marino exercises his right to elect continuation coverage under the federal *Consolidated Omnibus Budget Reconciliation Act of 1985*, as amended ("COBRA"), the Board shall pay Dr. Marino's monthly premiums for family health insurance under the PPO 350 Plan and for family dental insurance under the Delta Dental Plan from the date upon which his employee coverage terminates through June 30, 2020, or until the date upon which Dr. Marino becomes eligible to enroll in health/dental insurance benefits provided by and paid for by another employer, whichever shall first occur. If Dr. Marino is still participating in the District's health/dental insurance COBRA continuation coverage as of June 30, 2020, Dr. Marino may, at his option, continue such continuation insurance coverage, at his sole expense, for so long as he remains eligible and enrolled.

The Board shall make the payments required in this Paragraph directly to the COBRA administrator as the premiums become due and Dr. Marino shall have no option of receiving any of the dollar amounts set forth in this paragraph in cash in lieu of the Board paying for insurance continuation coverage premiums.

The Parties agree, warrant, represent, and understand that the insurance continuation set forth in this Paragraph does not represent compensation, salary, benefits, or perquisites, for employment services yet to be rendered by Dr. Marino, but rather represents consideration for Dr. Marino's General Release of Claims.

5. **TEACHER'S RETIREMENT SYSTEM.** Dr. Marino 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 Dr. Marino's receipt of any TRS credit or benefit.

6. **LETTER OF REFERENCE.** In response to requests for references for Dr. Marino, the Board will provide the letter attached hereto as Exhibit B.

7. **NON-DISPARAGEMENT.** Dr. Marino shall not intentionally place the Board or any past or present employees, volunteers, or students in a negative light or refer to the Board or any past or present employees, volunteers, or students in a disparaging manner with respect to the matter that resulted in this Agreement. Those Board members and Administrative Service Center Administrators who are serving at the time this Agreement is executed shall not intentionally place Dr. Marino in a negative light or refer to him in a disparaging manner with respect to the matter that resulted in this Agreement. It is agreed to between the Parties that truthful statements shall not be considered disparagement and that both Parties shall have the right to defend themselves from claims not released herein.

8. **GENERAL RELEASE OF CLAIMS.** In consideration of the promises and payments contained herein, Dr. Marino 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 Dr. Marino 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 Dr. Marino's employment with or resignation from 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 *Age Discrimination in Employment Act of 1967*, 29 U.S.C. Sec. 621 *et seq.*, the Illinois and United States Constitutions, and any other federal, state, county, or local statute, law, ordinance, regulation, or order. Dr. Marino 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 Dr. Marino and the Board, except to enforce the terms of this Agreement. It is the intent of the Parties that this release is 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 Dr. Marino's employment with and/or resignation from 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.

9. **BENEFITS EXCEED THOSE TO WHICH DR. MARINO IS ENTITLED.** Dr. Marino acknowledges and agrees that the promises indicated in Paragraphs 3, 4 and 6 of this Agreement exceed any payment, benefit, or other thing of value to which he already is entitled to receive from the District. Dr. Marino is not entitled to any additional benefits from the District other than those specifically set forth in this Agreement.

10. **CONCLUDING RESPONSIBILITIES.** At his earliest convenience, but no later than five (5) days after his execution of this Agreement, Dr. Marino shall make arrangements with the Board President to: (a) return any keys, I.D.'s, laptops, materials, equipment or supplies belonging to the District; (b) submit any outstanding reports or documentation; and, (c) remove his personal possessions.

11. **AMENDMENTS.** This Agreement contains all the terms and conditions agreed upon by the Parties hereto, and no provisions or requirements expressed herein may be altered, amended, deleted, modified, changed, and/or canceled after the effective date of this Agreement, except upon the express written consent of all Parties.

12. **NO ADMISSION.** The Parties agree that by entering into this Agreement, neither Dr. Marino nor the District and its present and former Board, Board members, officers, members, administrators, employees, and attorneys admit to any liability or wrongdoing and that this Agreement shall not be construed as an admission of liability or wrongdoing by any of the them.

13. **EFFECT OF AGREEMENT.** This Agreement inures to the benefit of and binds the District and its Board members, officers, agents, administrators, employees, insurers, successors, and assigns and Dr. Marino and his heirs, agents, representatives, successors, and assigns.

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

15. **APPLICABLE LAW.** This Agreement shall be governed by the laws of the State of Illinois.

16. **SEVERABILITY.** Should any provision of the Agreement be declared illegal by a court of competent jurisdiction, then said provision will be deleted from this Agreement to the extent it violates the law, and the remaining provisions in this Agreement will remain in full force and effect.

17. **MULTIPLE COUNTERPARTS.** This Mutual Separation Agreement may be executed in multiple counterparts, and each such counterpart is considered an original for all purposes.

IN WITNESS WHEREOF, the Parties have caused this Mutual Separation Agreement to be executed.

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

DR. JAY MARINO

Date: 11-15-19

**BOARD OF EDUCATION OF
ANTIOCH COMMUNITY
CONSOLIDATED SCHOOL
DISTRICT NO. 34,
LAKE COUNTY, ILLINOIS**

By: _____
Board President,

Date: 11.19.19

ATTEST

By _____
Board Secretary

Date: 11/19/19

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Exhibit A

RESIGNATION LETTER

November 15, 2019

Ms. MaryBeth Hulting, Board President
Antioch Community Consolidated School District No. 34

Dear President Hulting and Members of the Board of Education:

Per our mutual agreement, I hereby tender my resignation from employment as the Superintendent of Antioch Community Consolidated School District No. 34, effective November 19, 2019.

It has been my honor to serve the District 34 Community and I wish the District nothing but continued success.

Sincerely,

Dr. Jay Marino

Exhibit B

LETTER OF REFERENCE

Date

To Whom It May Concern:

Dr. Jay Marino was hired as the Superintendent of Antioch Community Consolidated School District No. 34 on July 1, 2014. Dr. Marino served as Superintendent until he and the Board of Education mutually agreed to end the employment relationship on November 19, 2019.

Sincerely,

MaryBeth Hulting,
President, Board of Education (Term as President 2017-Present)
Antioch Community Consolidated School District No. 34