

## **SEPARATION AGREEMENT AND GENERAL RELEASE**

This Separation Agreement And General Release is entered into by the Board of Education of Geneva Community Unit School District 304, Kane County, Illinois, on behalf of (the "District"), and Scott Ney ("Employee"), on behalf of himself, his heirs, executors and assigns. The parties agree as follows:

1. **Resignation:** With the execution of this Agreement, Employee resigns and terminates his employment with the District effective June 30, 2024. The parties understand and agree that such resignation is irrevocable, except as required by law. Through June 30, 2024, Employee shall continue to receive all ordinary compensation pursuant to his written employment agreement. Employee shall be compensated for all accrued, but not used vacation days no later than the first full payroll period after June 30, 2024. Employee shall also be provided a letter of reference by the Superintendent of Schools no later than July 1, 2024.

2. **Severance Payment:** In consideration for the promises made in this Agreement, the District agrees to pay Employee the sum of \$750.00 (Seven Hundred and Fifty Dollars) for each of the 21 years Employee has been employed at the District, minus all ordinary wage withholdings as required by law. Such payment shall be for severance purposes, shall not be reportable to the Illinois Municipal Retirement Funds ("IMRF") as IMRF earnings and shall not include any pension withholdings for Employee or contributions from the District. Such payments will be reported for tax purposes pursuant to Form W-2. This payment shall be delivered to Employee by the District no earlier than August 1, 2024 and no later than August 15, 2024.

3. **Release and Waiver:** Except for breaches of this Agreement and as otherwise excepted below, and except as prohibited by law, Employee irrevocably waives, releases and discharges the District from all claims, demands, damages, grievances, charges, causes of action or suits that he might have or that he has had, arising from or in any way connected with his employment with or

separation from the District through the date he signs this Agreement is fully executed, including, but not limited to, all claims arising under the Americans with Disabilities Act; the Family and Medical Leave Act; the Fair Labor Standards Act; the Illinois Human Rights Act; the Age Discrimination in Employment Act and its amendment, the Older Workers Benefits Protection Act; any state statute or local ordinance addressing matters similar to those addressed by the foregoing statutes; all claims for unpaid wages or other compensation of any kind under the Fair Labor Standards Act or the Illinois Wage Payment and Collection Act; all claims under the Illinois Workers Compensation Act, or any other similar federal, state or local law; all claims under any other federal, state or local statute or ordinance; all claims under applicable common law, including claims for mistreatment, discrimination, negligence, malfeasance, wrongful or retaliatory discharge, breach of express or implied contract, breach of covenant, libel, slander, defamation, impairment of economic opportunities, intentional or negligent infliction of emotional distress, or any other alleged wrongdoing or illegality; all claims for compensatory, punitive, or other damages or relief of any kind; and all claims for attorneys' fees and costs. Nothing in this Separation Agreement and General Release is intended to, nor shall operate to, require the waiver of any right that Employee possesses which cannot be waived under the law, including the right to participate in any action with the Equal Employment Opportunity Commission, the Illinois Department of Human Rights or other governmental agency.

This release and waiver, however, does not include any future unemployment benefits and the District waives its right to contest any unemployment benefits claim pursued by Employee.

**4. Covenant Not to Sue or Seek Future Employment with District:** Employee warrants that he has not filed or initiated any claims, charges, lawsuits or actions of any type against the District with any court, governmental or administrative agency, except as otherwise specifically identified herein. Employee further warrants that he will not file an such claims, lawsuits, charges

or actions in the future based in whole or in part upon events occurring up to the date of the execution of this Agreement. Employee further waives the right to receive any benefits, damages or remedial relief as a consequence of any change filed against the Board with the Equal Employment Opportunity Commission, the Illinois Department of Human Rights, the Cook County Commission on Human Rights, and any other federal, state or local governmental agency, or any lawsuit or claim filed with any federal or state court or administrative agency. Employee also agrees not to seek future employment with the District and agrees that the District will have no obligation to consider any application for employment from him.

**5. Acknowledgments and Revocation:** Employee acknowledges that he is entering into this Agreement knowingly and voluntarily, and further acknowledges that: (1) this Agreement is written in a manner understood by him and is fully understood by him and he has been given a period of 21 days to consider the Agreement and that any execution of this Agreement sooner than 21 days is made voluntarily and of Employee's own accord; (2) he has received valuable consideration in exchange for the waiver and release of claims included in this Agreement, including the release of claims under the Age Discrimination in Employment Act and the Older Workers Benefits Protection Act, and that such consideration substantially exceeds amounts that he would otherwise be entitled to receive; (3) he has been advised to consult with his legal counsel regarding this Agreement; (4) he shall have seven days following execution to revoke this Agreement, and the Agreement shall not take effect until those seven days have expired. Employee may revoke this Agreement by delivering written notice or email to the Superintendent on or before the seventh day following the date the Agreement is executed by Employee.

**6. Entire Agreement:** The parties agree that this Agreement sets forth the entire agreement among them and supersedes any written or oral understanding, promise or agreement which is not referred to and expressly incorporated herein.

7. **Execution in Counterparts.** This Agreement may be signed in counterparts, which together will form the original.

8. **Effective Date:** This agreement shall be deemed effective on the last of the dates on which the parties signs below.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below.

BOARD OF EDUCATION OF GENEVA  
COMMUNITY UNIT SCHOOL DISTRICT 304:

By:



President

Date:

June 10 2024

Attest:



Secretary

EMPLOYEE:



Scott Ney

Date:

5/31/2024