



GENEVA COMMUNITY UNIT SCHOOL DISTRICT 304
FROM THE OFFICE OF HUMAN RESOURCES

TO: Dr. Kent Mutchler
FROM: Dr. Adam Law
RE: January 13, 2020 Personnel Report
DATE: January 9, 2020

I request that the Board of Education approve the following personnel recommendations:

CERTIFIED STAFF

I. New Hires

Start Date	Name	School	Subject/Grade	FTE
1/6/20	Carter, Rebecca	GMSN	Social Studies	1.0
8/19/19	Miller, Janet	WES	Kindergarten	1.0

II. FTE Adjustment - Certified Staff

Start Date	Name	School	Subject/Grade	Current FTE	New FTE
1/6/2020	Glinke, Mary	GHS	Math	1.0	1.1
1/6/20 – 4/7/20	Whildin, Sue	GELP	Learning Behavior Specialist	.5	1.0

Due to our inability to retain a teacher who is willing to teach one Math class a day, I am recommending that Mary Glinke, who already teaches Math at GHS, assume the teaching responsibility for one additional class during the second semester in the 2019-2020 school year.

Due to our inability to retain a part-time long-term substitute Learning Behavior Specialist who is willing to cover a leave of absence, I am recommending that Sue Whildin, who already is a Learning Behavior Specialist at GELP, assume the teaching responsibility for one additional session during the second semester in the 2019-2020 school year.

III. Long-Term Substitutes

Length of Assignment	Name	School	Subject/Grade	FTE
3/16/20 – 5/15/20	Hack, Stephanie	WES	Nurse	1.0
1/23/20 – 4/27/20	Romoser, Ellyn	GELP	Learning Behavior Specialist	.30

IV. Family and Medical Leave

Name	School	Subject/Grade	Approximate Dates	FTE
Doty, Emily	GHS	Guidance Counselor	12/13/19 – 1/31/20	1.0
Tomczak, Kaitlyn	GMSS	Language Arts	4/27/20 – 5/29/20	1.0

IV. Leave of Absence

Name	School	Subject/Grade	Approximate Dates	FTE
Christensen, Kimberly	WES	Kindergarten	1/6/20 – 5/29/20	1.0

SUPPORT STAFF

I. New Hires

Start Date	Name	School	Position	School Year
2/3/20	Bastin, Brian	All	Grounds	19-20
1/7/20	Bury, Alezia	GMSN	Classroom Assistant	19-20
12/16/19	Dale, Julie	GMSS	Classroom Assistant	19-20
1/6/20	Licher, Bruce	All	Maintenance	19-20
12/12/19	Richardson, Steven	All	On-call Maintenance	19-20
1/14/20	Schultz, Don	GHS	Custodian	19-20

II. Resignations

Name	School	Position	Effective Date	School Year
Grijalba, Kathia	GELP	Special Education Assistant	1/9/2020	19-20
Rudd, Thomas	TRANS	Bus Driver	1/9/2020	19-20

III. Terminations

Name	School	Position	Effective Date	School Year
Kashur, Megan	CO	Payroll Specialist	12/26/19	19-20

IV. Reappointments/Reclassifications

Effective Date	Name	Position	School Year
1/6/20	Macias, Ruben	On-call Custodian to Custodian Floater	19-20
1/6/20	Alcala-Gates, Dawn	Reading Tutor (WAS) to Special Ed Asst. (WAS)	19-20

V. Family and Medical Leave

Name	School	Position	Approximate Dates	School Year
Jaczak, Kelliann	HES	Building Technician	3/14/20 – 4/5/20	19-20

RESIGNATION AGREEMENT AND RELEASE

THIS RESIGNATION AGREEMENT AND GENERAL RELEASE is made and entered into by the BOARD OF EDUCATION OF GENEVA SCHOOL DISTRICT NO. 304, Kane County, Illinois (the "BOARD") and CRAIG PAULSEN (hereinafter, "PAULSEN"), collectively referred to as the "PARTIES."

RECITALS

WHEREAS, PAULSEN is currently a tenured teacher employed by the BOARD; and,

WHEREAS, PAULSEN wishes to resign from his employment at the end of the 2019-20 school year; and

WHEREAS, the BOARD wishes to provide PAULSEN the opportunity to resign effective on the date of his resignation in accordance with the terms and conditions contained in this Resignation Agreement and Release (the "Agreement").

NOW, THEREFORE, in consideration of the foregoing recitals that are incorporated and made a part of this Agreement by reference, and the mutual promises set forth below, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. PAULSEN offers and the Board accepts his resignation, effective on the last day of the 2019-20 school year (the "Resignation Date"). See, Exhibit A.
2. In executing his letter of resignation, PAULSEN understands and agrees that he is knowingly and voluntarily releasing and waiving any and all of his rights to continued employment by the BOARD, under any and all statutes, laws, and contracts.
3. PAULSEN will remain on sick leave from January 6, 2020 through his Resignation

Date and will continue to receive his remaining salary and benefits through the Resignation Date. His access to District health insurance coverage will continue through August 31, 2020, under the same terms and conditions in place as of the execution of this Agreement.

4. PAULSEN and the BOARD agree to terminate his teacher remediation plan effective January 6, 2020.

5. PAULSEN fully and completely releases the BOARD and its employees from any and all claims or causes of action, which he may now have or claim to have, whether known or unknown, anticipated or unanticipated, asserted or which could have been asserted against the BOARD by reason of any act done or omitted to be done by any of them from the beginning of PAULSEN'S employment to and through the date of this Agreement, including any and all other claims, rights and benefits relating to PAULSEN'S employment and compensation.

6. PAULSEN, therefore, knowingly and voluntarily relinquishes and waives all legal and equitable remedies provided under the federal *Age Discrimination in Employment Act*, as amended. Further, PAULSEN acknowledges that he is aware of and understands all rights and claims pursuant to the *Older Workers Benefit Protection Act of 1990*, [29 U.S.C. §§621, 623, 626, and 630, as amended by Pub. L. 101-43], including without limitation, the following:

- (a) That by virtue of entering this Agreement, he does not waive rights or claims that may arise after the date of execution of this Agreement; and,
- (b) That he waives rights or claims under the *Older Workers Benefit Protection Act* only in exchange for consideration in addition to anything of value to which he already is entitled to arising out of his employment relationship with the BOARD; and,
- (c) That he has the right to be provided twenty-one (21) days following the receipt of this Agreement to consider entering into and signing this Agreement (consideration period); and,

- (d) That for a period of at least seven (7) days following his execution of this Agreement, he will have the right to revoke this Agreement.

In return for the promises, and other consideration provided herein, PAULSEN has agreed to and hereby waives the aforesaid twenty-one (21) day consideration period. PAULSEN hereby declares that his waiver of his 21-day consideration period and all other rights under the *Age Discrimination in Employment Act* follows his receipt of the advice of counsel and is knowing and voluntary. PAULSEN further agrees that any changes to this Agreement, whether material or immaterial, will not restart the running of the consideration period.

7. This Agreement shall be binding upon the BOARD, its successors and assigns, and shall be binding upon PAULSEN, his heirs, agents, attorneys, representatives and assigns.

8. The Parties signing this Agreement warrant and represent that they have read this Agreement, that they have had sufficient time to consider and comprehend the terms contained herein and consult counsel of their choice, that they understand the terms and provisions contained herein, that they are mentally competent and under no physical or mental disability that precludes them from understanding the nature and implications of this Agreement, and that they have voluntarily signed this Agreement.

9. This Agreement sets forth all the promises, agreements, terms, conditions and understandings between the Parties relative to the subject matter hereof, and no other promises, agreements, or undertakings either oral or written, expressed or implied exist between the Parties. No subsequent amendment, change, addition, or deletion, to this Agreement shall be binding upon the parties hereto unless reduced to writing and duly authorized and signed by each of them.

10. This Agreement may be executed in duplicate counterparts each with the same force and effect as the original.

CRAIG PAULSEN



Date: December 16, 2019

BOARD OF EDUCATION OF GENEVA
SCHOOL DISTRICT NO. 304, KANE
COUNTY, ILLINOIS

President

Attest: _____
Secretary

Date: _____

G:\WP51\COMMONSD3\SD304KA\AGR\Paulsen Resignation Agreement 2020.docx

EXHIBIT A

Letter of Resignation

To: Board of Education, Geneva School District No. 304

I hereby tender my voluntary, unconditional, and irrevocable resignation as a teacher and an employee of the BOARD OF EDUCATION OF GENEVA SCHOOL DISTRICT NO. 304, Kane County, Illinois. This resignation is effective on the last day of the 2019-2020 school year.

Very truly yours,



CRAIG PAULSEN

Dated: December 16, 2019