

HARVEY SCHOOL DISTRICT 152

TEACHER SEPARATION AGREEMENT – ANITA RUSSELL

THIS AGREEMENT, made this 18th day of March, 2013, by and between Board of Education of Harvey School District 152 Cook County, Illinois, (hereinafter “Board”) and Anita Russell (hereinafter “Russell”);

WITNESSETH:

WHEREAS, Russell was formerly employed by Board as a teacher in the District, but was honorably dismissed at the end of the 2011-12 school year;

WHEREAS, Russell has certain rights to be recalled to such employment under the Illinois School Code; and

WHEREAS, the parties desire to settle all matters between them arising from the employment of Russell;

NOW, THEREFORE, in consideration of the foregoing, and the mutual promises and covenants contained below, the sufficiency of which each party acknowledges, the parties hereby agree as follows:

Section 1. The Board shall pay Russell the sum of Six Thousand Two Hundred Eighty-eight Dollars (\$6,288) no later than thirty (30) days after full execution of this Agreement.

Section 2. Russell waives any and all rights to further employment or re-employment by the Board.

Section 3. Russell further waives any right to additional salary, continued health insurance coverage, and any other compensation or benefits which may have arisen out of her employment by the Board.

Section 4. In consideration of the promises made by Russell and the Board herein, the parties, on behalf of themselves and their respective heirs, administrators, representatives, successors and assignees, do hereby waive and release each other from any and all claims, demands or causes of action, arising from the employment of Russell whether at law or equity, including any claim or demand for attorneys' fees, except as it relates to the enforcement of this Agreement.

Section 5. This Separation Agreement shall not be considered as an admission or concession on the part of either party hereto.

Section 6. This Separation Agreement may be signed in duplicate counterparts each with the same force and effect as the original.

Section 7. This Separation Agreement shall be binding upon Russell, her heirs, representatives and assigns, and shall be binding upon Board, its members and assigns.

IN WITNESS WHEREOF, the parties do hereby sign this Separation Agreement effective as of the date final execution.

ANITA RUSSELL

BOARD OF EDUCATION OF
HARVEY SCHOOL DISTRICT 152
COOK COUNTY, ILLINOIS

Dated: _____, 2013

By: _____
President, Board of Education

Attest: _____
Secretary, Board of Education

Dated: _____, 2013

ASSOCIATION ACKNOWLEDGMENT

The Harvey Education Association, IEA-NEA hereby acknowledges that this agreement was not negotiated or entered into a violation of any of the Association's rights under the Illinois Educational Labor Relations Act or any other law or contract.

On behalf of Harvey Education Association,
IEA-NEA

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