

## **RESIGNATION AGREEMENT AND GENERAL RELEASE**

**THIS RESIGNATION AGREEMENT AND GENERAL RELEASE** is made and entered into on the dates indicated below, by and between the BOARD OF EDUCATION OF LISLE COMMUNITY UNIT SCHOOL DISTRICT NO. 202, DUPAGE COUNTY, ILLINOIS (“BOARD”), and ANJANNETTE GUCCIARDO (“GUCCIARDO”), collectively referred to as the “PARTIES”.

### **WITNESSETH**

**WHEREAS**, GUCCIARDO is a tenured teaching employee of the BOARD who is resigning her employment effective June 30, 2024; and

**WHEREAS**, the BOARD will provide GUCCIARDO with the benefits and terms and conditions of employment contained in this Agreement: and

**WHEREAS**, as of the date of this Agreement, the District affirms that it has not made, nor is it aware of, a report to DCFS arising out of any actions within the school setting attributed to GUCCIARDO.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the BOARD and GUCCIARDO agree:

SECTION 1. GUCCIARDO hereby tenders and the BOARD hereby accepts her voluntary and irrevocable resignation as an employee of the BOARD, effective June 30, 2024. This resignation is attached hereto as Exhibit A and incorporated herein by this reference. In executing her letter of resignation, GUCCIARDO understands and agrees that she is knowingly, irrevocably and voluntarily releasing and waiving all rights to continued employment by the

BOARD, under all statutes, laws, and contracts, and hereby waives any right to a hearing with respect to her separation from employment. Notwithstanding any other provision of this Agreement, GUCCIARDO shall be paid all remaining salary earned during the 2023-24 school year in same fashion as paid to other teachers.

SECTION 2. In consideration for her resignation and release of claims, if GUCCIARDO elects COBRA continuation of her health insurance coverage the BOARD will continue to pay the share of the group health insurance premium that it paid on GUCCIARDO's behalf during the 2023-24 school year. GUCCIARDO will be responsible for paying the remainder of the COBRA premium as directed by the District in the same amount as paid during the 2023-24 school year or which she would have paid if still employed in the 2024-25 school year. This benefit will begin July 1, 2024, and continue through December 31, 2024, after which time GUCCIARDO may continue her COBRA insurance coverage at her sole cost and expense.

SECTION 3. The BOARD will provide GUCCIARDO with a neutral letter of reference stating dates of employment and position(s) held. GUCCIARDO agrees to direct all telephonic reference requests to Dr. Linda Kotalik, who will limit her response to the contents of the neutral letter of reference. The BOARD will not contest any application GUCCIARDO may make for unemployment benefits and will report GUCCIARDO'S unused sick days to the Illinois Downstate Teachers' Retirement System. The BOARD will not file a DCFS report or a complaint with the State Board of Education relating to the incidents prompting this Agreement.

SECTION 4. Except as expressly provided herein, GUCCIARDO fully and forever releases and discharges the BOARD, its members, officers, agents, administrators, employees, insurers, successors, assigns, and attorneys, from all claims, demands, causes of action,

obligations, costs, damages, judgments, and liabilities, of whatever kind or nature, including attorneys' fees, at law, equity, or otherwise, which she might now have or have had, which may relate to or arise out of GUCCIARDO'S employment relationship with the BOARD that have been raised or could have been raised by GUCCIARDO against the BOARD, its members, officers, agents, administrators, employees, insurers, successors, assigns, and/or attorneys. This General Release includes, but is not limited to, all claims arising under common law, the Illinois Constitution, the United States Constitution, or any other federal, state or local statute, law, ordinance, regulation or order. Further, GUCCIARDO commits and covenants to the fullest extent permitted by law not to initiate or voluntarily participate in any litigation, administrative proceeding, grievance, arbitration, unfair labor practice, or other similar process against the BOARD and its members, and the BOARD's officers, agents, representatives, administrators, insurers, successors and assigns, related to the past or present relationship between the parties arising out of GUCCIARDO's employment with or resignation from the District, except for any claims arising out of future events taking place after the effective date of this Agreement or any claims to enforce the terms of this Agreement. Notwithstanding the foregoing, GUCCIARDO has not waived and/or relinquished any rights she may have to file any claim that cannot be waived and/or relinquished by this Agreement pursuant to applicable laws, including the right to file a charge or participate in any investigation with the Equal Employment Opportunity Commission or any other governmental or administrative agency. However, GUCCIARDO acknowledges and understands that because she is waiving and releasing all claims for monetary damages and any other form of personal relief per this Release, she may only seek and receive non-personal forms of relief through any such claim.

GUCCIARDO does not waive any rights or protections set forth in Section 5/10-20.20 of the Illinois School Code (105 ILCS 5/10-20.20).

SECTION 5. GUCCIARDO does hereby knowingly and voluntarily relinquish and waive all legal and equitable remedies provided under the *Age Discrimination in Employment Act*, 20 U.S.C. § 621 *et seq.*, as amended. GUCCIARDO acknowledges that she is aware of and understands all rights and claims pursuant to the *Older Workers Benefit Protection Act of 1990*, [20 U.S.C. §§ 621, 623, 626, and 630, as amended by Pub. L. 101-433], including, without limitation, the following:

- (a) That by virtue of entering this Agreement, she does not waive rights or claims that may arise after the date of execution of this Agreement; and,
- (b) That she waives rights or claims under the *Older Workers' Benefit Protection Act* only in exchange for consideration in addition to anything of value to which she already is entitled to arising out of her employment relationship with the BOARD; and,
- (c) That she has the right to be provided twenty-one (21) days following the receipt of this Agreement to, and should consult an attorney about entering into and signing this Agreement (consideration period), and tendering her voluntary and irrevocable resignation as teacher and as an employee of the BOARD; and,
- (d) That for a period of at least seven (7) days following her execution of this Agreement, she will have the right to revoke this Agreement. This Agreement shall not become effective until the seven-day revocation period has expired without written revocation by GUCCIARDO to the Superintendent.

In return for the promises and other consideration provided herein, GUCCIARDO has agreed to and hereby waives the aforesaid twenty-one (21) day consideration period. GUCCIARDO hereby declares that her waiver of the 21-day consideration period and all other rights under the *Age Discrimination in Employment Act* is knowing and voluntary. GUCCIARDO further agrees that

any changes to this Agreement, whether material or immaterial, will not restart the running of the consideration period.

SECTION 6. This Resignation Agreement and General Release shall be binding upon the BOARD, its successors, agents, attorneys, representatives and assigns, and upon GUCCIARDO, her heirs, agents, attorneys, and representatives.

SECTION 7. This Resignation Agreement and General Release sets forth all of 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.

SECTION 8. This Resignation Agreement and General Release shall be interpreted and enforced according to the statutes and case law of the State of Illinois and in the Illinois courts, both federal and state, regardless of the later residence or domicile of the PARTIES.

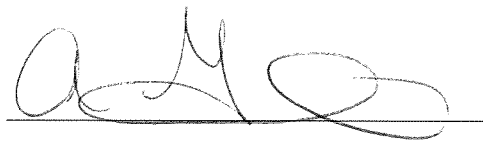
SECTION 9. This Resignation Agreement and General Release may be executed in duplicate counterparts, each with the same force and affect as the original.

SECTION 10. The PARTIES signing this Agreement do hereby 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 hereafter.

SECTION 11. This Resignation Agreement and General Release is final and binding. It may be modified, amended or supplemented only in writing and executed by both PARTIES.

IN WITNESS WHEREOF, ANJANNETTE GUCCIARDO and the BOARD OF EDUCATION OF LISLE COMMUNITY UNIT SCHOOL DISTRICT NO. 202, DUPAGE COUNTY, ILLINOIS, by its duly authorized representatives and agents, have signed and executed this Resignation Agreement and General Release on the dates indicated below.

ANJANNETTE GUCCIARDO



Date: 7-10-2024

BOARD OF EDUCATION OF LISLE  
COMMUNITY UNIT SCHOOL DISTRICT  
NO. 202, DUPAGE COUNTY, ILLINOIS

\_\_\_\_\_  
President

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Secretary

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**EXHIBIT A**

Board of Education of  
Lisle Community Unit School District 202

Re: Resignation

Dear Board of Education:

Please be advised that I am voluntarily resigning from my employment as a tenured teacher at Lisle Community Unit School District 202.

My resignation will be effective on June 30, 2024.

Sincerely,



Anjamette Gucciardo

7-9-2024  
Dated