

Date

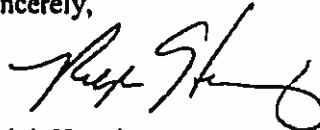
Michael Panther, President  
Board of Education  
Galesburg Community Unit School District No. 205  
932 Harrison Street  
Galesburg, IL 61401

Dear Mr. Panther:

Please accept this letter as my irrevocable resignation as Athletic Director of Galesburg Community Unit School District No. 205, effective June 30, 2015.

This resignation notice is irrevocable as of delivery and is subject only to the terms of a certain Resignation Agreement between the undersigned and the Board of Education of Galesburg Community Unit School District No. 205.

Sincerely,



Ralph Henning

**Exhibit "A"**

## RESIGNATION AGREEMENT

This Resignation Agreement, made and entered into this 27<sup>th</sup> day of April, 2015, by and between the Board of Education of Galesburg Community Unit School District No. 205 ("Board" or "District") and Ralph Henning ("Henning");

### WITNESSETH:

**WHEREAS**, Henning is employed as an Athletic Director by the Board; and

**WHEREAS**, on March 9, 2015, the Board adopted a Resolution setting forth its intent to reclassify Henning to a teaching position; and

**WHEREAS**, on April 10, 2015, the Board held a private hearing, at which Henning was present, upon the proposed reclassification; and

**WHEREAS**, on April 10, 2015, the Board adopted a second Resolution setting forth its intent to reclassify Henning; and

**WHEREAS**, on April 14, 2015, Henning requested a public hearing regarding the proposed reclassification; and

**WHEREAS**, the Board and Henning have agreed to mutually agreeable terms and conditions regarding the resignation of Henning and desire to reduce their understandings to writing in this Agreement;

**NOW, THEREFORE**, in consideration of the premises and the mutual promises, covenants, and agreements contained herein, and for other valuable consideration, the receipt and sufficiency is hereby acknowledged, the parties agree as follows:

1. **Incorporation of Recitals.** The parties hereby find that all of the recitals contained in the preambles to this Agreement are full, true and correct and do incorporate them into this Agreement by this reference.

2. **Letter of Resignation.** Contemporaneous with the execution of this Agreement, Henning shall submit to the Board a letter of resignation, in the form attached as Exhibit "A," resigning from his employment with Board pursuant to this Agreement, which resignation shall be irrevocable on receipt and effective June 30, 2015. Henning expressly waives any right to a public hearing and/or any other rights provided by Section 10-23.8b of the Illinois School Code. 105 ILCS 5/10-23.8b.

3. **Vacation Leave Pay.** The parties agree that Henning's last work day shall be June 30, 2015, and that Henning shall use all accumulated vacation days prior to said date. Henning shall have zero (0) accumulated vacation days on June 30, 2015. The parties further agree that any non-vacation work days remaining between the execution of this Agreement and June 30, 2015, shall be taken as paid administrative leave.

4. **Sick Leave Pay.** Henning shall not be paid for any accumulated sick leave days remaining upon his resignation.

5. **Relationship of the Parties.** It is the intent of this Agreement to fully, finally and completely end the employment relationship between Henning and Galesburg Community Unit School District No. 205. Upon resignation, Henning shall have no right to continued employment as a Professional Licensed Educator ("PEL") employee, or in any other position.

6. **Release of Board by Henning.** Henning hereby agrees to and does for himself and his heirs, executors, administrators, successors and assigns, and each of them, release, remit, remise, acquit and forever discharge the Board, its members (past, present and future), and its employees, agents, successors and assigns, and Galesburg Community Unit School District No. 205, from any and all matters of action and causes of action, grievances, unfair labor practice charges and charges, complaints, rights or claims of rights, debts, dues, damages, liabilities, costs, claims, controversies, demands, torts, contracts, agreements, guarantees, indebtedness,

obligations, expenses, accountings, warranties and choses in action, in law or in equity, of every nature and description, suspected or unsuspected, latent or patent, which he now has or has had against the foregoing persons by reason of or in respect to any right, act, omission, cause, duty, injury, matter or thing that may have or has arisen between the parties at any time prior to the execution of this Agreement, including anything which may have arisen out of the employment, work, or employment relationship of Henning and Galesburg Community Unit School District No. 205, whether known or unknown, suspected or unsuspected, latent or patent, which he has or has at any time heretofore owned or held against the aforesaid parties or Board and including but not limited to:

(a) Any claim, action, cause of action or liability arising under the Civil Rights Act of 1964, as amended, the Illinois Human Rights Act or any or all other federal, state or municipal employment discrimination statute, regulation or ordinance (including but not limited to those claims based upon gender, race, religion, national origin, sexual orientation, handicap, disability or retaliation); and

(b) Any claim, action, cause of action or liability arising under any other federal, state or local statute, law, ordinance or regulation; and

(c) Any and all claims and rights he may have under the Americans With Disabilities Act.

7. **Age Discrimination.** Henning acknowledges and understands that he may have rights under the Older Workers Benefit Protection Act (29 U.S.C. 626, *et seq.*) and/or the Age Discrimination in Employment Act (29 U.S.C. 621, *et seq.*) and explicitly waives knowingly and voluntarily any rights he may have under said Acts. Henning acknowledges that the general terms of this Agreement were presented to him, through counsel, on April 24, 2015. Henning further acknowledges that he knowingly and voluntarily elected to shorten the twenty-one (21)

day period between presentation of the final written Agreement and his signature hereof on the date below. Henning shall have seven (7) days from his execution of this Agreement to change his mind and rescind this Agreement. Said revocation shall require written notice to the District Superintendent during said seven (7) day period.

8. **Consideration.** In consideration of Henning's waiver of claims, as set forth in Paragraph 6 hereof, the District shall pay to Henning the total sum of Ten Thousand Sixty-Four and 00/100 Dollars (\$10,064.00), to be paid to Henning no later than thirty (30) days after June 30, 2015. Such payment is not for nor is it in any way related to the wages of Henning; and Henning and the District expressly deny any claim of wages, but rather represent that this amount represents damages paid in settlement of contested claims. In the event that the Internal Revenue Service, the Illinois Department of Revenue or the Teachers' Retirement System assesses any taxes or contributions on this payment, or such entity assesses or asserts the right to any payment of taxes, contribution or assessment, or interest or penalties, Henning shall be solely and exclusively liable for the payment of said taxes or contributions, or shall reimburse the District for the same.

9. **Additional Consideration.** In consideration of the waiver of Henning's rights under the Age Discrimination in Employment Act and the Older Workers Benefit Protection Act as set forth in Paragraph 7, the District agrees to pay to Henning the total sum of Five Thousand and 00/100 Dollars (\$5,000.00) no later than thirty (30) days after June 30, 2015. Such payment is not for nor is it in any way related to the wages of Henning; and Henning and the District expressly deny any claim of wages, but rather represent that this amount represents damages paid in settlement of contested claims. In the event that the Internal Revenue Service, the Illinois Department of Revenue or the Teachers' Retirement System assesses any taxes or contributions on this payment, or such entity assesses or asserts the right to any payment of taxes, contribution

or assessment, or interest or penalties, Henning shall be solely and exclusively liable for the payment of said taxes or contributions, or shall reimburse the District for the same.

**10. Future Employment.** Henning represents, warrants and agrees that he shall not submit an application for employment to the Board or any entity affiliated with the District, and that in the event such an application shall be made by Henning, the Board shall be entitled to rely on this Agreement as a legitimate, non-discriminatory and non-retaliatory reason not to hire Henning.

**11. No Admission.** It is understood that this Agreement is the compromise of the disputed claims and that the undertakings and agreements set forth herein are not to be construed as an admission of liability or wrongdoing by or on the part of any party by whom liability or wrongdoing is expressly denied. This Agreement may not be introduced in any proceeding or matter as evidence of admission of wrongdoing, or culpability or of the validity of any claims, whether asserted or unasserted.

**12. No Precedent.** This Agreement shall not establish a precedent of any kind as to any issue addressed herein and shall be disregarded as guidance for future disagreements of similar nature or kind.

**13. Making of this Agreement.** Each of the parties hereto has entered into this Agreement as their free and voluntary act. Each of the parties hereto has had the advice and benefit of counsel in making this Agreement, and knows and fully understands the terms of this Agreement.

**14. Entirety of Agreement.** This Agreement constitutes the whole and entire Agreement between the parties. No prior agreement, negotiations, relationships, understanding, course of dealing, or usage forms any part of this Agreement.

15. **Applicable Law.** This Agreement has been executed in Illinois, and shall be governed in accordance with the laws of the State of Illinois in every respect.

16. **Waiver.** Failure of any party to exercise any of that party's rights under this Agreement in the event another party breaches this Agreement shall not be construed as a waiver of such breach or prevent the non-breaching party from later enforcing strict compliance with the promises in the Agreement.

17. **Severability.** In the event any whole or partial provision of this Agreement is deemed unenforceable, it shall not invalidate the remaining whole or partial provisions of this Agreement.

18. **Construction.** The parties acknowledge and agree that the terms of this Agreement were drafted by and are the product of mutual negotiation and compromise, and that the terms of this Agreement shall be construed fairly as to all parties and not in favor or against any party based on which party was responsible for any language in this Agreement.

19. **Paragraph Headings.** Paragraph headings have been inserted for convenience and reference only, and if there shall be any conflict between any such headings and the text of this Agreement, the text shall control.

20. **Execution.** This Agreement may be executed in counterparts, and any party hereto may sign any counterpart. The Agreement shall be effective when each party hereto shall have signed a counterpart, and a set of counterparts bearing the signatures of each party hereto shall constitute the Agreement as fully as if all the parties shall have signed a single document.

21. **Duplicate Originals.** This Agreement may be executed in one (1) or more counterparts, each of which shall be considered an original, and all of which taken together shall be considered one and the same instrument.

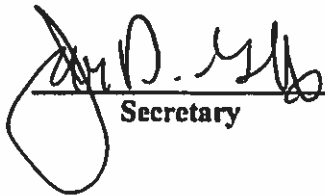
22. **Mutual Intent.** The language contained herein expresses the mutual intent of the parties.

**IN WITNESS WHEREOF,** the parties hereto have caused this Agreement to be executed on date first written above.

**BOARD OF EDUCATION OF  
GALESBURG COMMUNITY UNIT  
SCHOOL DISTRICT NO. 205**

By:   
Vice President

**ATTEST:**

  
Secretary

  
Ralph Henning