

**SEPARATION AGREEMENT**  
**(Dr. Floyd Williams)**

This **SEPARATION AGREEMENT** (the "Agreement") is made and entered into this 15<sup>th</sup> day of November, 2017, between Dr. Floyd Williams (the "Superintendent") and the Board of Education of Des Plaines School District 62, Cook County, Illinois, (the "Board" or the "District").

**W I T N E S S E T H:**

**WHEREAS**, the Superintendent, on the date of execution of this Agreement, is employed by the Board as Superintendent;

**WHEREAS**, the Superintendent and the Board entered into an employment contract dated January 19, 2016 for the period of time from July 1, 2016 through June 30, 2019 (hereinafter referred to "Employment Contract").

**WHEREAS**, the Superintendent has elected to resign from the District effective December 13, 2017;

**WHEREAS**, the Superintendent and the Board are mutually agreeable to entering into this Agreement which confirms the terms and conditions of the Superintendent's resignation and releases and waives any charges, grievances, lawsuits, claims, or other pending and potential litigation between the parties, to the extent herein provided;

**WHEREAS**, as of October 31, 2017, the Board and Dr. Williams agreed to paid leave due to differences between the parties and have now determined such differences are irreconcilable;

**NOW, THEREFORE**, in consideration of the promises and mutual agreements set forth below, the Board and the Superintendent agree as follows:

**SECTION 1. SEPARATION**

The Superintendent resigns from his position as Superintendent, and as an employee of the Board, effective at the close of the day on December 13, 2017, thereby releasing and waiving any

and all employment and contractual rights under the Illinois School Code, the Employment Contract and/or under any other applicable employment contract or law currently in effect, other than the payments and benefits provided for in Section 2 of this Agreement. The Board hereby accepts such resignation, which is irrevocable. In order to comply with Illinois law regarding the disposition of accrued, but unused, vacation, the Superintendent shall be on paid vacation until December 13, 2017, thereby exhausting the 17.5 vacation days he is required to use under his Employment Contract.

## **SECTION 2. CONTRACTUAL PAYMENTS AND OTHER CONSIDERATION**

In complete and final settlement of any and all claims, actions, causes of action and demands that the Superintendent may now have or that may inure to the Superintendent arising out of or in any way connected with, directly or indirectly, the employment and the resignation of the Superintendent and in compliance with Illinois law regarding the disposition of accrued, but unused, vacation, the Board shall make the payments and provide the benefits as follows:

- A. Payment of the Superintendent's salary at the current Contract rate from the effective date of this Agreement through December 13, 2017 in the amount of \$15,230.77, plus the required contributions to TRS and THIS and less deductions required by law. During this time the Superintendent shall be on vacation, using 17.5 of his total of 22.5 days of accumulated vacation, for which he shall receive no additional pay. Payment of this salary amount shall be made within the next two regular payroll cycles applicable to all District employees.
- B. Payment for the remaining 5 days of unused vacation in the amount of \$3,807.70, less contributions required by law. This payment shall be made within 3 days after

the later of December 13, 2017 or the last regular payroll date on which salary is paid under A. above.

- C. Payment of \$108,138.46 in a lump sum, less deductions required by law. This payment represents the salary the Superintendent would have been paid at his current salary rate had he worked from December 14, 2017 through June 30, 2018. This payment shall be made at the same time the payment in B. above is made.
- D. Report 66 sick leave days to TRS for creditable service, as currently accounted for in the District's records and on the same basis without cost to the Board as provided for other certified employees of the Board. This report shall be made in the District's annual report to TRS, unless otherwise required to be reported earlier to TRS.
- E. Continue through December 13, 2017, the health, life and disability insurance benefits provided for in paragraph 12 of his Employment Contract. Thereafter, the Superintendent may continue participation through the exercise of his COBRA rights at his expense.

Except as set forth in this paragraph, there are no other payments or benefits of any kind due or which will be paid to the Superintendent, including, but not limited to, such benefits as 403(b) payments or contributions to TRS.

### **SECTION 3. GENERAL RELEASE AND WAIVER OF CLAIMS**

In consideration of the payments and benefits set forth in Section 2 above and except as set forth in this Agreement, the Superintendent, for himself and his agents, representatives, attorneys, assigns, heirs, executors, and/or administrators fully release the Board from any and all liability, claims, demands, actions, causes of action, suits, grievances, debts, sums of money, agreements,

promises, damages, costs, expenses, attorneys' fees, and remedies of any type, whether concealed or not concealed, present or future, known or unknown, regarding any act or failure to act that occurred during the employment of the Superintendent, including, without limitation, any claims related to the Superintendent's employment or separation of employment from the Board, and including but not limited to all claims, actions or liability under: (1) The *School Code* (including, but not limited to, Section 10-22.4 and Sections 24-11 and 24-12 thereof); (2) Title VII of the *Civil Rights Act of 1964*, the *Civil Rights Act of 1991*, the *Civil Rights Act of 1866* (42 U.S.C. § 1981), the *Equal Pay Act*, the *Americans with Disabilities Act*, the *Age Discrimination in Employment Act*, the *Family and Medical Leave Act*, and the *Illinois Human Rights Act*; (3) the Whistleblower Act, 740 ILCS 174/1 *et seq.*; (4) any other federal, state, or local statute, ordinance, or regulation regarding employment, compensation, employee benefits, termination of employment, denial of any application for re-employment or discrimination in employment; and (5) the common law of any state relating to employment contracts, wrongful discharge, defamation, intentional infliction of emotional distress, loss of consortium or any other legal or equitable basis for liability.

As used in this Section, the term "Board" includes the District, the Board and its members, all employees and agents in their official and individual capacities. This General Release and Waiver of Claims does not apply to any action to enforce this Agreement.

#### **SECTION 4. RELEASE FROM AGE DISCRIMINATION CLAIM**

The Superintendent has consulted with an attorney prior to executing this Agreement. The Superintendent acknowledges that he has been given the opportunity to, or has consulted with such counsel, prior to executing this Agreement and does hereby relinquish and waive all legal and equitable remedies provided under the *Age Discrimination in Employment Act*, as amended 29 U.S.C. §621 *et seq.* Further, the Superintendent acknowledges that he has been informed of and

understands all rights and claims pursuant to the *Older Worker's Benefit Protection Act of 1990*, P.L. 101-433, including, without limitation the following:

- a. That, by virtue of entering into this Agreement, the Superintendent does not waive any rights or claims under the ADEA and OWPBA that may arise after the date of execution of this Agreement, or to the enforcement of this Agreement;
- b. That the Superintendent waives his rights and claims in exchange for consideration in addition to value to which he already is entitled to arising out of his employment relationship with the District;
- c. That the Superintendent has been offered twenty-one (21) days within which to consider this Agreement; and
- d. That for a period of seven (7) days following the execution of this Agreement, the Superintendent may revoke this Agreement.

If a court of competent jurisdiction were to determine that the aforementioned age discrimination waiver was invalid, unenforceable, or ineffective, the age discrimination waiver shall be deemed severable, and all other provisions, terms and clauses of this Agreement shall remain valid and binding upon all the parties hereto.

#### **SECTION 5. NON-DISPARAGEMENT/SUBSEQUENT EMPLOYERS**

The Superintendent and the Board, including its individual members, recognize that, unless otherwise required by law or in defense of a legal matter, engagement in conduct, not otherwise privileged, which disparages the other is not in their respective best interests and that each may be subject to liability for defamation or other claims of a similar nature for communications which are made after the effective date of this Agreement. The Superintendent acknowledges that this provision applies to administrators currently and formerly employed by the Board during his

period of employment as Superintendent, although such administrators are not parties to this Agreement.

Unless otherwise agreed or required by law, the Board shall respond in substance, through its then-current superintendent, to requests by prospective employers of the Superintendent by providing only the dates of the Superintendent's employment, positions held and compensation and by providing a copy of Exhibit A to said prospective employers. The Superintendent and the Board shall refer all such requests from prospective employers to the then-current superintendent for such responses.

On date of approval and execution of this Agreement, at its Board meeting, the Board shall follow the announcement of the resignation of the Superintendent by reading the statement set forth in the attached Exhibit B.

#### **SECTION 6. NO FAULT**

In entering into this Agreement, neither the Board nor the Superintendent are admitting any wrong-doing and/or liability whatsoever and each expressly denies any and all liability or wrong doing in connection with the subject matter of this Agreement or otherwise.

#### **SECTION 7. INDEMNIFICATION**

The Board acknowledges that nothing in this Agreement waives or diminishes the rights of the Superintendent to be indemnified and defended to the extent required by Section 10-20.20 of the Illinois School Code. Notwithstanding the foregoing, in no case will individual Board members be considered personally liable for indemnifying or defending the Superintendent against demands, claims, suits, actions, and legal proceedings or any other matter for which the District is responsible to indemnify and defend.

**SECTION 8. VOLUNTARY NATURE OF AGREEMENT**

The Superintendent and Board agree that they are freely, knowingly, voluntarily, and without duress, coercion, or undue influence entering into this Agreement. The Superintendent and Board agree that they intend to be legally bound by the terms of this Agreement.

**SECTION 9. COMPLETE UNDERSTANDING**

This Agreement sets forth all of the promises, agreements, conditions and understandings between the parties related to the subject matter hereof, and there are no promises, agreements, or undertakings, either oral or written, expressed or implied, between them other than as herein set forth.

**SECTION 10. EFFECT OF AGREEMENT**

This Agreement shall inure to the benefit of the Board and the Superintendent and shall bind the Board and the Superintendent, their agents, representatives, assignees, and successors.

**SECTION 11. ADVICE OF COUNSEL**

The Parties have consulted with legal counsel of their choice regarding the terms of this Agreement and the legal liabilities and responsibilities of the parties.

**SECTION 12. SEVERABILITY**

If any of the provisions, terms and clauses of this Agreement, other than Sections 1, 2 and 3, are declared illegal, unenforceable, or ineffective in a legal forum with competent jurisdiction to do so, those provisions, terms and clauses shall be deemed severable, and all other provisions, terms and clauses of this Agreement shall remain valid and binding upon all the parties hereto.

**SECTION 13. AMENDMENT OF AGREEMENT**

Except as otherwise provided, no subsequent alteration, amendment, change or addition to

this Agreement shall be binding upon the parties hereto unless reduced to writing and duly authorized and signed by each of them.

**SECTION 14. CHOICE OF LAW**

This Agreement shall be governed and construed in accordance with the laws of the State of Illinois to the extent applicable. In the event of the institution of any legal proceedings, the parties hereto agree that jurisdiction and venue shall be vested in any federal or state court located in the State of Illinois and that venue, for all purposes, shall be in Cook County, Illinois, or the federal district court for the Northern District of Illinois.

**SECTION 15. SIGNATURE IN COUNTERPARTS**

This Agreement may be executed in counterparts each of which shall be considered an original, and all of which together shall be considered one and the same instrument.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement and it shall become effective on this 15th day of November 2017.

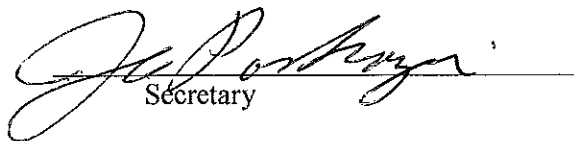
BOARD OF EDUCATION  
OF DES PLAINES SCHOOL DISTRICT 62  
COOK COUNTY, ILLINOIS

SUPERINTENDENT

By:   
President

\_\_\_\_\_  
Dr. Floyd Williams

ATTEST:

  
Secretary





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BOARD OF EDUCATION  
OF DES PLAINES SCHOOL DISTRICT 62  
COOK COUNTY, ILLINOIS

SUPERINTENDENT

By: Stephanie Duchon  
President

Floyd E. Williams  
Dr. Floyd Williams

ATTEST:

Joe Roskopf  
Secretary

**EXHIBIT A**


To Whom It May Concern:

This letter is being provided in response to your request for a reference regarding Dr. Floyd Williams.

During his employment with the District, Dr. Williams coordinated District 62's collaboration with the Consortium for Educational Change (CEC) to conduct a system assessment of the District. Dr. Williams also established leadership retreats for District-level Cabinet and Extended Cabinet Administrators in order to build strong teams, initiate a book study, and specify priorities for the upcoming school year. He implemented Phase I of a Middle School Redesign Model that focuses on the academic needs and emotional support required for District 62's middle school students as they prepare to matriculate to high school. Finally, Dr. Williams launched online registration for District 62's returning first through eighth grade students.

Dr. Williams was employed as Superintendent of Schools for District 62 from July 1, 2016 through December 13, 2017. His last annual salary was \$198,000 per year.

Sincerely,

  
\_\_\_\_\_  
President, Board of Education

**EXHIBIT B**

**STATEMENT TO BE MADE BY THE BOARD UPON  
APPROVAL OF THE WILLIAMS SEPARATION AGREEMENT**

At tonight's meeting, the Des Plaines School District 62 Board of Education entered into a separation agreement with Superintendent Dr. Floyd Williams under which he resigns effective December 13, 2017. The Board had received several confidential complaints alleging inappropriate or offensive comments and conduct by Dr. Williams made to administrative colleagues some of which were interpreted by them to constitute sexual harassment. There were no allegations made of inappropriate physical contact of a sexual nature. Dr. Williams denies that he engaged in sexual harassment.

To move forward with disciplinary action, including termination, based on such allegations would require witnesses to publicly come forward with specific charges and a lengthy hearing followed by possible litigation. Therefore, the Board engaged in comprehensive discussions with Dr. Williams, through his attorney, regarding these complaints. As a result of those discussions, the Board and Dr. Williams have decided that a severance of the employment relationship is in the best interests of all parties.

Under the terms of the separation agreement, Dr. Williams will be paid for the remaining work days of the current school year. He will be on paid vacation through December 13, 2017 and will resign at the close of business on that day. He will receive payment for five (5) vacation days per the terms of his employment agreement and as required by applicable state law. Dr. Williams' insurance benefits will continue through December 13, 2017. Dr. Williams will not receive any other payments or benefits.

This agreement will permit both the Board and Dr. Williams to avoid incurring substantial attorneys' fees and court costs, as well as further disruption to the school community, which would be the case if these differences were not resolved in this manner.

Effective immediately, the Board has appointed Associate Superintendent Dr. Paul Hertel to serve as interim superintendent for the remainder of the 2017-2018 and the 2018-2019 school years, leading the District's academic and administrative operations. Since starting in the District in 2006, Dr. Hertel has served as Director of Human Resources, Assistant Superintendent for Human Resources, and, as of July 2009, Associate Superintendent. He has earned and maintains full licensure to serve as a district administrator and superintendent.