

SEPARATION AGREEMENT

This SEPARATION AGREEMENT (the "Agreement") is made and entered into between Dr. Penny Quinn (hereinafter "Dr. Quinn") and Kaskaskia College, Community College District No. 501, State of Illinois (hereinafter the "College" or "Board").

WITNESSETH:

WHEREAS, Dr. Quinn, on the date of execution of this Agreement, is employed by the Board as the College's President;

WHEREAS, on or about November 20, 2017, Dr. Quinn announced her intent not to seek a renewal of her employment agreement which expires on June 30, 2018;

WHEREAS, in lieu of requiring Dr. Quinn to finish out the term of her employment agreement, the parties have, instead, elected to amicably terminate their employment relationship effective November 27, 2017;

WHEREAS, Dr. Quinn and the College are mutually agreeable to entering into this Agreement which confirms the terms and conditions of Dr. Quinn's separation from her employment with the College and releases and waives any claims or other potential litigation between the parties.

NOW, THEREFORE, in consideration of the promises and mutual agreements of the parties hereto, it is hereby agreed by the College and Dr. Quinn as follows:

SECTION 1. RESIGNATION FROM EMPLOYMENT

Effective November 27, 2017, Dr. Quinn resigns from her position as President of Kaskaskia College, and the Board accepts Dr. Quinn's resignation. Dr. Quinn is free to pursue other employment elsewhere on or after November 28, 2017. However, Dr. Quinn agrees to make herself available during reasonable working hours and days of the work week to consult with the College and answer questions as the need may arise. The College agrees that it shall not invoke this provision unnecessarily or as a means to inconvenience Dr. Quinn. If Dr. Quinn is required to return to campus for any reason, she shall be reimbursed for her mileage at the current IRS deductible rate.

SECTION 2. ACCEPTANCE OF SEVERANCE PACKAGE

By execution of this Agreement, Dr. Quinn is entitled to receive the severance package as set-forth in Section 10 of her 2015 -2018 employment agreement, as amended.

SECTION 3. SEVERANCE PACKAGE/CONSIDERATION

A. Health and Life Insurance Benefits

Dr. Quinn will remain on the Board's group health and life insurance plans through June 30, 2018 under the same terms and conditions as when employed by the Board as College President. Effective July 1, 2018, Dr. Quinn may continue to participate in the Board's health insurance plan under the continuation coverage provisions of the Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA") at her own expense.

B. Severance Pay

Dr. Quinn will continue to receive the remainder of her compensation as College President through June 30, 2018 in equal monthly installments as provided for in Section 10 of her employment agreement currently in effect. Severance payments will be subject to all required withholdings and deductions as required by law.

C. Automobile, Computer and Cell Phone

The parties agree that the Board will continue to provide Dr. Quinn with the Automobile allowance as provided for in Section 8.A. of her employment agreement through June 30, 2018. The parties agree that the Board will continue to provide Dr. Quinn with the Computer and Technology benefit as provided for in Section 8.1. of her employment agreement through June 30, 2018. The parties also agree that the Board will continue to provide Dr. Quinn with the Cell Phone benefit as provided for in Section 8.J. of her employment agreement through June 30, 2018. Entitlement to all benefits hereunder shall cease as of June 30, 2018.

D. Vacation

Effective November 27, 2017, Dr. Quinn will no longer earn or receive additional vacation, sick or personal leave under the terms of her employment agreement. However, Dr. Quinn will be compensated for all earned and unused vacation leave that she has accumulated as of November 27, 2017.

SECTION 4. RELEASE AND WAIVER OF CLAIMS

In exchange for the covenants, promises and considerations made by the College in this Agreement:

Dr. Quinn, her heirs, administrators, agents, representatives, and assignees release and forever discharge the College, its members, individually or

collectively, its officers, employees, representatives, agents, attorneys, assignees, and successors from any and all claims, demands, actions, grievances, charges, complaints, damages (including but not limited to, compensatory, exemplary and/or punitive damages), or causes of action, including any or all costs, expenses, and attorneys' fees, and any and all other demands which Dr. Quinn may have against the College, whether known or unknown, asserted or unasserted, arising out of her employment with the College, or this Agreement, except for the implementation of its terms and conditions, including, but not limited to, all claims of discrimination, retaliation, harassment, tort, or any other claims based on violation of any local, city, state, or federal laws, regulations, ordinances, constitutional provisions, public policy, common law, personnel policy or handbook, collective bargaining agreement, or other contract between Dr. Quinn and the College. In addition, Dr. Quinn releases and forever discharges the College, its members, officers, employees, agents, attorneys, assigns, successors, or any other representatives, from any and all claims of continued employment with the College. By executing this agreement and the release and waiver of claims Dr. Quinn does not waive or release the College from its obligations under Illinois Unemployment Compensation Act.

SECTION 5. RELEASE FROM AGE DISCRIMINATION CLAIM

The College hereby advises Dr. Quinn to consult with an attorney prior to executing this Agreement. Dr. Quinn acknowledges that she has been given the opportunity to consult with, or has consulted with, an attorney prior to executing this Agreement and relinquishes and waives all legal and equitable remedies provided under the Age Discrimination in Employment Act, as amended, 29 U.S.C. §621 et seq. Further, Dr. Quinn acknowledges that she 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 the following:

- (a) By virtue of entering into this Agreement, Dr. Quinn does not waive any rights or claims that may arise after the date of execution of this Agreement;
- (b) Dr. Quinn waives her rights and claims only in exchange for consideration in addition to anything in value to which she already is entitled to arising out of his/her employment relationship with the College;
- (c) For a period of seven (7) days following the execution of this Agreement, Dr. Quinn may revoke this Agreement and the Agreement shall not become effective or enforceable until the revocation period has expired. The eighth day following Dr. Quinn's execution of this Agreement shall be the "ADEA Effective Date" of this Agreement.

If a court of competent jurisdiction were to determine that this 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.

SECTION 6. CONFIDENTIALITY and NON-DISPARAGEMENT

The parties agree to refrain from disclosing this Agreement, except to their representatives, attorneys, tax advisors, immediate family members, or as otherwise required by law (including, but not limited, to the Illinois Freedom of Information Act) or court order.

Notwithstanding the foregoing, Dr. Quinn acknowledges and agrees that the College is required to publicly approve and adopt this Agreement and that such process does not violate this Section of this Agreement. Dr. Quinn and the College further agree that any prohibited disclosure, discussion or publication of the terms of this Agreement will not otherwise affect the validity of the release and covenants as set forth in this Agreement.

Both parties further agree not to make derogatory or disparaging comments with respect to the other party.

SECTION 7. INQUIRIES FROM PROSPECTIVE EMPLOYERS

The Board agrees that it will direct all inquiries from prospective employers to its Board Chairperson. The Board Chairperson will inform prospective employers that Dr. Quinn chose not to renew her employment contract with the College and any reference concerning Dr. Quinn will focus upon the positives of her administration as College President.

SECTION 8. EFFECT OF AGREEMENT

This Agreement shall inure to the benefit of the College and Dr. Quinn and shall bind the College and Dr. Quinn, their agents, representatives, assignees, and successors.

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. SEVERABILITY

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

SECTION 11. 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 12. ADVICE OF COUNSEL

The parties have had an opportunity to consult with legal counsel regarding the terms of this Agreement and the legal liabilities of the parties, if desired.

SECTION 13. VOLUNTARY NATURE OF AGREEMENT

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

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 Saline County, 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 taken together shall be considered one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates set forth below.

Date

Dr. Penny Quinn

Date

By: _____
Board Chairperson

By: _____
Board Secretary