

SEPARATION AGREEMENT

THIS AGREEMENT is made and entered into on the date indicated below, by and between the **BOARD OF EDUCATION OF SENECA COMMUNITY CONSOLIDATED GRADE SCHOOL DISTRICT #170, LASALLE COUNTY, ILLINOIS** (the "Board") and **DEREK BABCOCK**, hereinafter collectively referred to as "the parties."

WITNESSETH:

WHEREAS, Babcock is currently employed by the Board as a teacher with contractual continued service; and

WHEREAS, in order to provide himself the opportunity to consider and pursue other professional employment opportunities, Babcock wishes to conclude his employment relationship with the Board effective November 8, 1996; and

WHEREAS, the Board and Babcock desire to enter into a mutually binding and mutually beneficial Agreement by which Babcock shall voluntarily resign from employment with the Board pursuant to the terms, conditions, and mutual considerations identified below:

NOW THEREFORE, in consideration of the promises and mutual undertakings and agreements of the parties hereto, it is hereby agreed as follows:

1. Babcock agrees to resign as a teacher and employee of the Board effective November 8, 1996 and to release and waive all of his rights under the School Code to the State of Illinois and any and all statutes, laws and contracts with respect to tenure and or continued employment. Babcock will execute the unconditional resignation attached hereto and incorporated herein as Exhibit "A".

2. The Board shall pay Babcock the sum of \$ 7,296 (SevenThousand Two Hundred Ninety Six Dollars). This sum consists of \$5,104 which is the balance of full pay owed Babcock for the fifty-three (53) days he has been employed this school year and \$2,192 which is the stipend for his coaching duties. There will be the normal deductions for taxes, dues and other statutory requirements. This sum will be paid no later than the second consecutive payday following the execution of this Agreement. All unused sick days will be contributed to the sick leave bank.

3. The Board hereby accepts the resignation of Babcock as set forth above.

4. By entering into this Agreement, the parties do not admit any wrongdoing or liability, and this Agreement is not intended to, nor should it be construed as, an admission by Babcock or the Board of any wrongdoing or liability.
5. Upon receiving requests for references from prospective employers, the Board authorizes the Superintendent to provide a letter to said prospective employer substantially in the form of Exhibit "B" which is attached hereto.
6. Except for information which is contained in Exhibit "B", the Board, its members and administrators shall not communicate about Babcock to any third party any information about him. The parties agree that neither party will issue any press release or otherwise publish or seek or cause publication of this Agreement or the events leading up to the making of this Agreement.
7. The parties have retained counsel and each of them has relied upon the advice of counsel selected by themselves about the terms of this Agreement and the legal liabilities of the parties, if any. The parties warrant that they have read this Agreement, understand its terms and voluntarily enter into the Agreement.

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

9. 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.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date(s) indicated below.

ACCEPT:

Derek Babcock
Derek Babcock

Nov. 6, 1996
date

BOARD OF EDUCATION:

Rose M. Lyles
President

Nov. 6, 1996
date

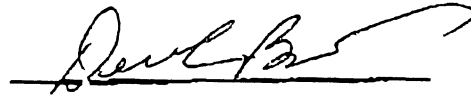
ATTEST:

Gaie S. Robertson
Secretary

Nov. 6, 1996
date

EXHIBIT A

I, Derek Babcock, hereby resign my position as a tenured teacher and employee with the Board of Education of Seneca Community Consolidated Grade School District #170, LaSalle County, Illinois effective as of November 8, 1996. I am resigning for personal reasons.



Derek Babcock

EXHIBIT B

To Whom It May Concern:

Derek Babcock was employed by the Board of Education of Secoca Community Consolidated Grade School District #170, LaSalle County, Illinois from August 1984 to November 1996 when he resigned for personal reasons. Mr. Babcock performed his teaching duties throughout this period which consisted of teaching third grade, elementary physical education and coaching various sports. His final annual salary was \$ _____. The Board does not release further information.

Superintendent

RESOLUTION

Be it resolved that the Board of Education of Seneca Community Consolidated Grade School District #170 hereby approves the Separation Agreement tendered by Derek Babcock on November 6, 1996, directs its President to execute said Agreement on behalf of the Board, accepts the resignation of Derek Babcock, effective November 8, 1996, and directs the District Treasurer to pay to Derek Babcock the sum of \$7,296.00, less normal deductions for taxes, dues and other statutory requirements, said sum representing accrued but unpaid employment and coaching income through November 7, 1996.

This Resolution shall be in full force and effect forthwith upon its adoption.

ADOPTED: This 6th day of November 1996, by the following roll call votes:

AYESNAYS

Frye
Applebee
Justice
Claggett
Sulzberger
Hamb