

MONTICELLO COMMUNITY UNIT SCHOOL

DISTRICT NO. 25

#2 Sage Drive
Monticello, IL 61856

(T) 217-762-8551
(F) 217-762-8534

Victor E. Zimmerman, Ed.D.
Superintendent of Schools

Scott Reeder
Small Newspaper Group
Press Room, Capital Bldg
Springfield, IL 62706

July 20, 2007

Dear Scott:

Enclosed is the employment settlement agreement you requested through the FOIA regarding Larry Albaugh.

Sincerely,

A handwritten signature in black ink, appearing to read "Vic Zimmerman". The signature is written in a cursive style with a large initial "V".

Vic Zimmerman, Ed.D.
Superintendent of Schools

Enclosure

Small Newspaper Group

Press Room Capitol Building Springfield, IL 62706

July 17, 2007

Dr. Larry McNabb
Superintendent
#2 Sage Drive
Monticello, IL 61856

7/15/07

Dear Dr. McNabb,

This is a request under the Illinois Freedom of Information Act.

I wish to obtain copies of the following:

- The employment settlement agreement between Monticello CUSD #25 and Larry Albaugh.


Please make copies of all documents covered by my request and mail them to me. If, however, the copying charges will exceed Five Dollars (\$5), please contact me and we can discuss limiting my request or my visiting your office to inspect the documents before they are copied.

Under Lee Publications, Inc. v. Dolton School District #149 school settlement agreements are considered public record.

As you know, Section 8 of the FOIA provides that all non-exempt portions of any partially exempt records must be disclosed. As you also are aware, Section 3(c) of the FOIA requires that your office respond to this request within seven (7) working days after receipt.

I look forward to hearing from you shortly. I can be reached at: (217) 525-8201.

Sincerely,



Scott Reeder

Date

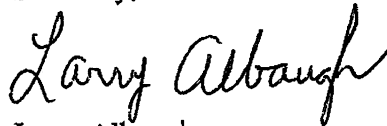
Mr. Jim Coleman, President
Board of Education
Monticello Community Unit School District No. 25
#2 Sage Drive
Monticello, IL 61856

Dear Mr. Coleman:

Please accept this letter as my resignation as an employee of Monticello Community Unit School District No. 25. I understand and intend that this resignation shall terminate all employer-employee relationships I have with Monticello Community Unit School District No. 25, including my right to contractual continued service, commonly known as tenure.

This resignation is irrevocable upon delivery to you, shall be effective upon receipt, and is subject only to the terms of the Agreement between myself and the Board of Education of Monticello Community Unit School District No. 25, dated 3/15, 2005.

Sincerely,



Larry Albaugh

SETTLEMENT AGREEMENT AND RELEASE

THIS AGREEMENT made and entered into this 15 day of March, 2005, by and between the Board of Education, Monticello Community Unit School District No. 25 ("Board" or "District") and Larry Albaugh ("Albaugh");

WITNESSETH:

WHEREAS, Albaugh has been a teaching employee of Board in contractual continued service at all times relevant hereto; and

WHEREAS, a dispute has arisen between school officials and Albaugh regarding certain aspects of his employment; and

WHEREAS, Albaugh has been on a paid leave of absence since on or about January 12, 2005; and

WHEREAS, Albaugh desires to leave active teaching in the Monticello schools and the Board wishes to accommodate Albaugh's desire to do so; and

WHEREAS, it is the express intention and desire of the parties now to compromise all claims, whether known or unknown, anticipated or unanticipated, liquidated or unliquidated, and to resolve all past and present differences among the parties relating to Albaugh, and to anticipate and avoid any and all future claims or differences among them to the extent any or all of the above relate to any aspect of the employment relationship between Albaugh and Board and/or any grievance, charge law suit or complaint of any kind any party may have relating thereto;

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 of which is hereby acknowledged, the parties hereto 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, Albaugh shall submit to the Board a letter of resignation, in the form attached as Exhibit "A," unconditionally resigning his employment in the District, which resignation shall be irrevocable and effective immediately upon receipt.

3. **Payment to Albaugh.** In consideration of Albaugh's resignation, the District agrees to pay Albaugh the balance owed on his regular annual salary through March 31, 2005, including his extra-curricular stipend, subject to such deductions and withholdings as may be appropriate; including, but not limited to, deductions for federal and state income tax, TRS payments and Teacher Health Insurance Security Fund ("THIS") payments. If TRS payments shall not be accepted by TRS as appropriately credible for pension purposes, the equivalent sum in cash shall be paid directly to Albaugh and shall be treated as gross income to Albaugh. The payment shall be made to Albaugh in a lump sum on the first regular pay day following the execution of the Agreement.

4. **Leave and Benefits.** The Board agrees to allow Albaugh to continue to participate in the Board's group major medical and hospitalization insurance plan as an employee until March 31, 2005, with such Board paid premiums as are required by the collective bargaining agreement with the Monticello Education Association, IEA/NEA. Thereafter, Albaugh may continue health insurance benefits under rights commonly referred to as COBRA, at his own expense, by following the proper procedures to elect such continuation coverage. This Agreement does not alter COBRA coverage, or election procedures. Albaugh shall be entitled to no additional payment in respect to sick leave.

5. **Unemployment Compensation.** Albaugh agrees that he shall have no claim for any unemployment compensation benefits based upon his employment with the District under the Illinois Compiled Statutes, and specifically waives any claim thereto.

6. **Release by Albaugh.** Albaugh, for himself and his heirs, executors, administrators, successors and assigns, does hereby release, remit, remise, acquit and forever discharge the District, the Board, all individual members of the Board, past, present and future, all employees, officers and agents of the Board, past, present and future, and their respective agents, attorneys, affiliates, associated entities, predecessors, successors and assigns, and each of them, of and from all manner of actions and causes of action, rights or claim of rights, debts, dues, damages, liabilities, costs, controversies, demands, claims, contracts, agreements, indebtedness, expenses, warranties, grievances, unfair labor practice charges, claims for attorney fees and choses in action, of every nature and description whatsoever by reason of or in respect to any act, cause, matter, right, duty, injury or thing that may have or has arisen out of any relationship between the parties at any time prior to the execution of this Agreement, whether known or unknown, suspected or unsuspected, latent or patent, which in the future he may hold or own, or has at any time heretofore owned or held against the aforesaid parties. Albaugh further agrees he shall have no cause of action, debts, dues, damages, demands, claims, contracts, agreements, warranties or choses in action for any contractual continued service status under Federal or State Statutes. Albaugh also waives any and all claims and rights he may have under the Older Workers Benefit Protection Act, the Age Discrimination in Employment Act and the Americans With Disabilities Act.

7. **Nondisclosure.** Except as otherwise permitted by this Agreement, neither the District nor the Board, its members, administrators, present or future, nor Albaugh shall allow or suffer the terms of this Agreement to be disclosed to any third parties, except the respective attorneys for the

parties and the Illinois Education Association, IEA/NEA. Notwithstanding the foregoing, the District shall not be deemed to have violated any of the provisions of this paragraph to the extent it complies with statutory or decisional law requiring that certain actions be taken at public meeting or requiring disclosure of documents, including but not necessarily limited to the Illinois Open Meetings Act and the Illinois Freedom of Information Act.

8. **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.

9. **Making of This Agreement.** Each of the parties hereto have entered into this Agreement as their free and voluntary act. Each of the parties hereto have had the advice and benefit of counsel in making this Agreement, and know and fully understand the terms of this Agreement.

10. **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 have signed a single document.

11. **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.

12. **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.

IN WITNESS WHEREOF, the parties hereto have caused this Settlement Agreement and Release to be executed on this 15 day of March, 2005.

Larry Albaugh
Larry Albaugh

BOARD OF EDUCATION
MONTICELLO COMMUNITY UNIT
SCHOOL DISTRICT NO. 25

By: James Johnson
President

ATTEST:

William Dielman
Secretary

Scott Reeder

From: Vic Zimmerman [zimvi@sages.us]
Sent: Thursday, July 26, 2007 9:01 AM
To: 'Scott Reeder'
Subject: RE: Note to Dr. Zimmerman from Scott Reeder

Scott-

The district paid Larry Albaugh through the end of March. He resigned effective the middle of March that year. The amount was approximately \$3500. The TRS benefit was about \$180 and the health insurance was about \$180 for this time period.

Can you tell me your plans for this information? Is this part of a larger investigation or specific to our incident. I would appreciate a heads up if you are willing to provide one.

Thanks

Vic

Superintendent of Schools

Vic Zimmerman, Ed.D.
Monticello CUSD #25
2 Sage Drive
Monticello, IL 61856
(P) 217-762-8511
(F) 217-762-8534

From: Scott Reeder [mailto:sng@springnet1.com]
Sent: Wednesday, July 25, 2007 3:21 PM
To: zimvi@sages.us
Subject: Note to Dr. Zimmerman from Scott Reeder
Importance: High

Dr. Zimmerman,

I just received your response to my FOIA request. As you recall, I asked for a copy of the employment settlement agreement with Larry Albaugh.

The agreement calls for a lump sum payment to Mr. Albaugh. Would you tell me what the monetary value of the payment was -- including pay, stipend, insurance and pension benefits?

I appreciate your help. I can be reached at: (217) 525-8201.

---Scott Reeder

7/26/2007