

SAMPLE SEPARATION AGREEMENT
WAIVER PROVISION

Section . Nothing in the release stated in paragraph 8 shall constitute a release of [Superintendent]'s claims or rights (if any) that are prohibited by law from being released by this Mutual Separation Agreement nor his claims or rights (if any) to vested benefits under the Illinois Workers' Compensation Act or Occupational Diseases Act. The release further does not prevent [Superintendent] from testifying, assisting or participating in any investigation, hearing or proceeding conducted by the Illinois Department of Human Rights ("IDHR") or the United States Equal Employment Opportunity Commission ("EEOC"). The release does fully contemplate, however, that should [Superintendent] pursue a charge before either of these entities or in any Court, or should the EEOC or Illinois Human Rights Commission file a suit on [her/his] behalf based upon a violation of any law investigated by these entities and against the Board, District, or its agents for any cause of action arising prior to the institution of this Mutual Separation Agreement, [she/he] expressly waives any rights to damages of any kind including reasonable attorneys' fees.

Section . [Superintendent] understands that [she/he] has given the waivers and releases stated in this Mutual Separation Agreement in exchange for consideration in addition to anything [she/he] would otherwise be entitled to; that [she/he] has the right to be provided (twenty-one) 21 days following the receipt of this Mutual Separation Agreement to consider entering into and signing this Mutual Separation Agreement (hereinafter referred to as the "Consideration Period"); and that for at least (seven) 7 days following [her/his] execution of this Mutual Separation Agreement [she/he] shall have the right to revoke this Mutual Separation Agreement.

In return for the promises and other considerations provided herein, [Superintendent] knowingly and voluntarily waives the (twenty-one) 21 day Consideration Period. [Superintendent] acknowledges that this waiver has not been induced by the Board, through fraud, misrepresentation or threat to withdraw or alter the offer prior to the expiration of the Consideration Period. [Superintendent] agrees that any changes to this Mutual Separation Agreement, whether material or immaterial, will not restart the running of the Consideration Period. [Superintendent] further states that [she/he] had the opportunity to consult with and receive the advice of an attorney prior to the signing of this Mutual Separation Agreement, including its waivers and releases.