

Joliet Junior College, Illinois  
Employee Voluntary Retirement

I ELECT TO VOLUNTARILY SEPARATE/RETIRE FROM EMPLOYMENT BY THE  
JOLIET JUNIOR COLLEGE PURSUANT TO THE ATTACHED TERMS AND  
CONDITIONS.

My Retirement date will be December 31, 2021.

I understand that I will be required to execute a Voluntary Retirement Agreement and an  
irrevocable letter of resignation (see attached) prior to the date of Retirement.

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Dr. Judy Mitchell

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Signature

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Date

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**Exhibit I**

**VOLUNTARY RETIREMENT AGREEMENT**

**THIS RETIREMENT AGREEMENT AND RELEASE (“AGREEMENT”)** is entered into on this \_\_\_\_ day of \_\_\_\_\_, 2021 between Judy Mitchell (“Employee”) and the Joliet Junior College (“College”).

**RECITALS**

**WHEREAS**, Employee is employed by the College; and,

**WHEREAS**, Employee and College mutually agree to Employee’s retirement from employment by the College effective December 31, 2021; and,

**WHEREAS**, Employee voluntarily desires to retire from Employee's employment with the College and terminate all employment relationships with the College; and,

**WHEREAS**, the College and the Employee have agreed to provide for a full settlement, release and discharge of all claims that Employee has or may have against the College, arising out of or relating to Employee’s employment and Retirement from employment with the College; and

**WHEREAS**, the Employee has had adequate time to consider this Agreement including the RELEASE AGREEMENT of Appendix B; and,

**WHEREAS**, the Employee has had the opportunity to review this Agreement with legal counsel and understands the meaning and significance of this Agreement and has freely elected to enter into this Agreement with the College.

**WHEREAS**, Employee and the College wish to enter into this Agreement in order to resolve all aspects of Employee’s employment status.

**NOW THEREFORE**, in consideration of the mutual promises contained herein, the parties agree as follows:

1. **PURPOSE OF AGREEMENT**

The parties have voluntarily entered into this AGREEMENT to resolve all aspects of Employee’s employment status.

2. **IRREVOCABLE RETIREMENT**

Employee, contemporaneously with the execution of the AGREEMENT, shall submit her irrevocable letter of Retirement from employment with the College. A copy of Employee’s irrevocable letter of Retirement is attached hereto and incorporated herein as Appendix A, which is hereby accepted by College.

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3. **CONSIDERATION**

In exchange for the release of claims set forth in this AGREEMENT, and other promises made herein, the College shall provide the following consideration, which is in addition to anything that Employee is otherwise entitled to under College policy, and/or law:

Provided this AGREEMENT is not revoked by the Employee in accordance with the *Older Workers Benefit Protection Act*, the College will provide Employee the following upon the expiration of the seven-day revocation period:

- a) Upon retirement, Employee shall receive a payout of unused vacation equal to four weeks;
- b) Employee shall retain the full value of the annual annuity payment called for in Section 2.12 of Employee's Employment Contract, First Extension; and,
- c) Any and all such other rights and benefits accorded retirees of the Employer.

4. **REVIEW OF AGREEMENT/ KNOWING AND VOLUNTARY RELEASE**

College has recommended Employee consult with an attorney of her choosing prior to executing this AGREEMENT which contains a general release and waiver as well as a release under the Age Discrimination Employment Act of 1967. Employee acknowledges that Employee fully understands her right to review this AGREEMENT with an attorney of her choosing and has had such opportunity. Employee has read and fully understands all the provisions of this AGREEMENT and that Employee is freely, knowingly and voluntarily entering into this AGREEMENT.

5. **RELEASE OF CLAIMS BY EMPLOYEE**

PRIOR TO RECEIVING BENEFITS UNDER PARAGRAPH 3 OF THIS AGREEMENT AND AS A CONDITION PRECEDENT, ON THE LAST DAY OF EMPLOYMENT, THE EMPLOYEE SHALL SIGN THE RELEASE AGREEMENT, WHICH IS ATTACHED HERETO AND MADE A PART HEREOF AS APPENDIX B.

In the event that the Employee rescinds the signing of the RELEASE AGREEMENT, within the seven-day revocation period provided in the RELEASE AGREEMENT, the College shall have no obligation to provide any of the payments and benefits under the Agreement

6. **RETURN OF COLLEGE PROPERTY**

Employee agrees to return all College owned property in Employee's possession prior to the separation date. Failure to return said property shall constitute a breach of this Agreement and no monies or benefits provided in this Agreement shall be paid until all property is returned.

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7. **EMPLOYEE BREACH OF AGREEMENT**

In the event that the Employee breaches any of her obligations under this AGREEMENT, College shall provide notice of said breach to Employee and Employee shall be given not less than ten (10) business days to cure said breach (“Cure Period”). If Employee fails to cure said breach within the Cure Period any outstanding obligations of the College hereunder shall immediately terminate.

8. **FAILURE TO ENFORCE NOT A WAIVER**

The College or Employee may delay or forego enforcing any of its rights or remedies under this Agreement without losing them.

9. **DENIAL OF LIABILITY**

The parties agree that nothing herein is intended or should be construed as an admission that either party engaged in wrongful or illegal conduct. Should the College/Employer determine that the services of the Employee are not required prior to the retirement date of December 31, 2021, all terms and conditions of this Agreement shall remain in full force and effect.

10. **CONTROLLING LAW/ VENUE**

The laws of the State of Illinois shall govern the interpretation of this agreement. Venue shall be in the Circuit Court of the Twelfth Judicial Circuit, Will County, Illinois.

11. **RECITALS ADOPTED**

The Recitals of this AGREEMENT are adopted as if fully set forth herein. The parties agree to fulfill this Agreement in good faith and to not disparage the other such that Employer and Employee each agrees not to make any public statements that disparage the other party, or in the case of the Employer, its respective affiliates, officers, directors, products or services. Notwithstanding the foregoing, statements made in the course of sworn testimony in administrative, judicial or arbitral proceedings (including, without limitation, depositions in connection with such proceedings) or otherwise as required by law shall not be subject to this Section.

12. **COMPLETE AGREEMENT**

This AGREEMENT sets forth the entire agreement of the parties and supersedes all prior agreements, if any, between them pertaining to the subject matter hereof. This Agreement may not be altered, amended or modified, except by a further written document signed by the College and the Employee.

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**PLEASE READ CAREFULLY, THIS DOCUMENT INCLUDES A RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS.**

**Employee:**

**College:**

\_\_\_\_\_

By: \_\_\_\_\_

DATED: \_\_\_\_\_

DATED: \_\_\_\_\_

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**APPENDIX A**

**IRREVOCABLE LETTER OF RETIREMENT**

I, Dr. Judy Mitchell, submit my irrevocable letter of Retirement as a regular full time employee of the Joliet Junior College effective December 31, 2021.

\_\_\_\_\_  
Dr. Judy Mitchell

Dated: \_\_\_\_\_, 20\_\_\_\_

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**APPENDIX B**

**RELEASE AGREEMENT**

**THIS RELEASE AGREEMENT IS TO BE EXECUTED BY THE EMPLOYEE ON THE LAST DAY OF EMPLOYMENT.**

**IN CONSIDERATION FOR THE COLLEGE'S PROMISES FOUND IN PARAGRAPH 3 OF THE AGREEMENT, THE EMPLOYEE PROMISES AS FOLLOWS:**

1. **GENERAL RELEASE**

In consideration of the College's agreement to provide certain benefits as set forth in the Voluntary Retirement Agreement, **THE EMPLOYEE AGREES TO FULLY AND ABSOLUTELY RELEASE AND DISCHARGE THE COLLEGE**, and all of its officers, elected officials and employees, in both their personal and official capacities, from any and all claims, lawsuits or causes of action of every kind or nature, at law or equity, which Employee may now have or claim to have, whether known or unknown from the beginning of the Employee's employment to and through the date of this Agreement. **THIS RELEASE COVERS ALL TYPES OF LEGAL CLAIMS**, whether arising from tort, statute, ordinance, regulation, common law or collective bargaining agreement, including but not limited to any and all actions, causes of action, claims, rights, obligations, charges, damages, costs, attorney's fees, suits and demands arising out of or based upon employment relations, collective bargaining agreements, rights to arbitration, wrongful or retaliatory discharge, constructive discharge. **THIS AGREEMENT INCLUDES THE RELEASE OF ANY AND ALL CLAIMS AGAINST THE COLLEGE ARISING UNDER FEDERAL OR STATE LAW** including, without limitations all of Employee's reasonable rights under any and all State, Federal and local statutes, laws, ordinances, executive orders, and regulations; the Constitution of the United States (including all amendments thereto); the Constitution of the State of Illinois; Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. §2000e et seq.; the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §621 et. seq.; the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. §12101 et seq.; all claims under 42 U.S.C. §§ 1983, 1985, 1988; the Family and Medical Leave Act of 1993, 29 U.S.C. §2601 et seq.; the Fair Labor Standards Act of 1938 as amended, 29 U.S.C. §201 et seq.; the Civil Rights Act of 1866, 42 U.S.C. §1981 et seq.; Illinois Human Rights Act, 775 ILCS 5/1-101 et seq.; the Illinois Minimum Wage Law, 820 ILCS 105 et seq.; the Illinois Public Labor Relations Act, 5 ILCS 315; the Illinois Wage Payment and Collection Act, 820 ILCS 115 et seq.; and any other statute under which employee could assert a cause of action. **THIS AGREEMENT DOES NOT RELEASE CLAIMS OR RIGHTS THAT THE EMPLOYEE MAY HAVE UNDER THE WORKERS COMPENSATION ACT, 820 ILCS 305-1 ET SEQ.**

It is the intention of Employee and the College that in executing this Agreement, Employee is providing a general release and that it shall be an effective bar to each and

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every claim, grievance, demand, and cause of action, either known or unknown, for all acts or omissions of the College and its agents, jointly and separately, individually and in their representative capacities, for any injuries or damages incurred by Employee occurring on or prior to the date this Agreement is executed by Employee. **EXCLUDED FROM THIS WAIVER AND RELEASE IS ANY CLAIM OR RIGHT WHICH CANNOT BE WAIVED BY LAW, INCLUDING CLAIMS ARISING AFTER THE DATE OF THIS AGREEMENT.**

Employee further agrees that if Employee files a charge with the EEOC or is a party to such a charge, **EMPLOYEE SHALL NOT BE ENTITLED TO RECOVER ANY DAMAGES OR ATTORNEY'S FEES** as a result of disposition of the charge.

2. **WAIVER AND RELEASE OF AGE DISCRIMINATION CLAIMS**

In compliance with the *Older Workers Benefit Protection Act*, 29 U.S.C. §626(f), Employee acknowledges having knowingly and voluntarily signed and entered into this Agreement, and that:

- (a) This Agreement is written in a manner calculated to be understood by Employee, **and EMPLOYEE UNDERSTANDS ALL OF THE TERMS OF THIS AGREEMENT.**
- (b) In addition to the waiver and release of all other claims, **THIS AGREEMENT RESULTS IN THE WAIVER OF AND RELEASE BY EMPLOYEE OF ALL CLAIMS ARISING UNDER THE AGE DISCRIMINATION IN EMPLOYMENT ACT OF 1967, 29 U.S.C. §621, et seq. ("ADEA").**
- (c) In exchange for the waiver and release by Employee of all ADEA claims, **EMPLOYEE IS RECEIVING CONSIDERATION IN ADDITION TO ANYTHING OF VALUE TO WHICH EMPLOYEE ALREADY IS ENTITLED** under the Employee's collective bargaining agreement, College policy and/or law.
- (d) **EMPLOYEE HAS BEEN ADVISED TO AND HAS HAD AN OPPORTUNITY TO CONSULT WITH AN ATTORNEY** regarding the subject matter of this Agreement prior to its execution by Employee.

3. **NO PENDING ACTIONS/RESPONSIBILITY FOR LEGAL FEES AND COSTS**

The Employee shall not bring any claim or legal action against any of the Releases for any claim waived and released under this Agreement and the Employee represents and warrants that no such claim or action has been filed or is pending to date. The Employee further agrees that should the Employee bring any type of administrative or legal action



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arising out of claims waived under this Agreement, the Employee will bear all legal fees and costs, including those of the Releases. Employee also agrees not to initiate, assist, support, join, participate in, encourage, or actively cooperate in the pursuit of any employment-related legal claims against the College or its employees or agents, whether the claims are brought on the Employee's own behalf or on behalf of any other person or entity. Nothing in this paragraph will preclude the Employee from testifying truthfully in any legal proceeding pursuant to subpoena or other legal process.

**PLEASE READ THIS CAREFULLY, THIS DOCUMENT INCLUDES A  
RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS.**

**SIGNED BY THE EMPLOYEE ON THE LAST DAY OF EMPLOYMENT:**

**EMPLOYEE:** \_\_\_\_\_  
**SIGNATURE**

**EMPLOYEE:** \_\_\_\_\_  
**PRINTED NAME**

**DATE OF SIGNING:** \_\_\_\_\_, 20\_\_