

SEPARATION AGREEMENT AND GENERAL RELEASE

Steve Wilson (“Wilson”) and Wilmette Park District (the “Park District”) (collectively, the “Parties”) mutually agree to end Wilson’s employment relationship with the Park District in accordance with the following terms (the “Agreement”):

1. Resignation.

a. Wilson hereby voluntarily resigns from his employment with the Park District][Wilson’s employment with the Park District will end effective on Friday, January 31, 2025 (the “Separation Date”), and the Park District hereby accepts Wilson’s resignation. Wilson is employed at-will until the Separation Date.

b. Prior to the Separation Date, Wilson shall continue to perform his job duties as Executive Director, including any job duties assigned to him by the Board of Park Commissioners or Board President, will assist with the smooth transition of Park District operations to new leadership, and will adhere to all policies, procedures, and ordinances of the Park District.

c. The Park District agrees the President of the Park District’s Board of Commissioners will sign the letter attached as Exhibit B confirming that Wilson resigned in good standing from the Park District on or after the Separation Date.

2. Payment Terms. In exchange for Wilson’s promises, obligations, and representations set forth in this Agreement, the Park District agrees to provide severance benefits to Wilson as explained herein.

a. The Park District will continue to pay Wilson an amount equal to his last regular weekly salary of \$3,752.81 for twenty (20) weeks through and including, Friday, June 20, 2025, less all legally required or authorized withholdings or deductions. Wilson shall have the right to receive the first ten (10) weeks of severance pay, starting after the Separation Date, by signing this Agreement. Wilson shall have the right to receive the remaining ten (10) weeks of severance pay contingent upon Wilson also signing the Supplemental Separation Agreement and General Release (the “Supplemental Agreement”) attached hereto as Exhibit A on or after the Separation Date and upon his meeting all of his obligations set forth in this Agreement and the Supplemental Agreement.

b. If Wilson voluntarily resigns from the Park District effective before January 31, 2025, the Park District’s obligation to pay any severance to Wilson shall end. If the Park District ends Wilson’s at-will employment before the Separation Date, he shall be entitled to the twenty (20) weeks of severance pay, still conditioned upon his execution of the Supplemental Agreement.

c. If Wilson timely elects to receive COBRA benefits and/or Illinois Municipal Continuation Coverage, the Park District will pay for the current employer share of costs of premiums for such benefits for coverage from the date of such election for twenty (20) weeks through Friday, June 20, 2025. The costs of the employee share of the premiums for

coverage through June 20, 2025, shall be deducted from Wilson's severance pay. Thereafter, Wilson shall be solely responsible for the full payment of such premiums.

d. Should Wilson begin employment with another employer and be offered health insurance during any period in which health insurance subsidies remain due, the Park District's obligation to pay such subsidies shall end on the first day of Wilson's subsequent employment. Wilson has an obligation to promptly notify the Park District if he accepts an offer of employment from a subsequent employer.

e. Wilson acknowledges that in this Agreement, he is receiving more money, compensation and benefits than he would otherwise be entitled to receive from the Park District.

3. Protected Rights. Nothing contained in this Agreement or the Supplemental Agreement prohibits Wilson from communicating with any government agency, filing a complaint with a government agency, or otherwise participating in any investigation or proceeding that may be conducted by any government agency.

4. Release.

a. Except as to any claims that cannot be released under applicable law such as worker's compensation claims, Wilson releases and waives any and all claims against the Park District and the Released Parties that he has as of the time of the execution of this Agreement, whether known or unknown to Wilson and whether asserted or unasserted. Wilson further waives any right to any form of damages (including, but not limited to lost wages, compensatory damages, liquidated damages, or punitive damages), reinstatement, attorneys' fees and costs, or other remedy in any action brought by him or on his behalf.

b. Without limiting the foregoing language, this release includes all claims based directly or indirectly upon Wilson's employment with the Park District, the cessation of his employment as Executive Director, and any alleged act or omission to act by the Park District or the Released Parties, whether related or unrelated to his employment. This release also includes any and all claims under the Age Discrimination in Employment Act of 1967, as amended by the Older Workers Benefit Protection Act, Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1991, the Equal Pay Act of 1963, the Americans with Disabilities Act, the Civil Rights Act of 1866, the Employee Retirement Income Security Act of 1974, the Family and Medical Leave Act, the Worker Adjustment and Retraining Notification Act, the Illinois Public Labor Relations Act, the Illinois Human Rights Act, the Illinois Equal Pay Act, the Illinois Workplace Transparency Act, or any similar law. This release also includes any and all tort claims and claims arising from any federal, state, or local constitution, statute, regulation, rule, ordinance, order, public policy, contract, or common law.

c. Wilson agrees that this release includes all claims and potential claims against the Park District and any affiliated entities, and as intended third-party beneficiaries, their predecessors, successors, heirs and assigns, and their past, present and future Board Commissioners or Board members, directors, officers, members, agents, attorneys, employees, representatives, trustees, administrators, fiduciaries, risk pools and insurers and self-insured risk

pools, jointly and severally, in their individual, fiduciary and corporate capacities (collectively referred to as the “Released Parties”).

5. Promise Not to Sue. Wilson promises and covenants that he will not file any lawsuit against the Park District or the Released Parties based upon any claim covered under the foregoing release in Paragraph 4 or the release in Paragraph 3 of the Supplemental Agreement (if executed), except that Wilson is not prohibited from bringing any claim under the Age Discrimination in Employment Act, as amended, wherein Wilson seeks to challenge whether he knowingly and voluntarily entered into this Agreement or the Supplemental Agreement, or from exercising his protected rights under Paragraph 3. Nothing in this Agreement or the Supplemental Agreement restricts Wilson’s right to enforce this Agreement or the Supplemental Agreement.

6. Pending Claims. Wilson represents and warrants that he has not filed any claims against the Park District or the Released Parties and that the Park District’s obligations under this Agreement, including the payment of monies, are conditioned upon this representation.

7. Future Cooperation.

a. Wilson agrees to make himself available at reasonable times via telephone and email to answer questions related to the smooth transition of Park District operations. Wilson shall only be obligated to respond to such questions from the Board President, the interim Executive Director, or the future Executive Director, during the twenty-week severance period. Wilson’s severance pay is sufficient compensation for such transition services. This is a material term of this Agreement.

b. In connection with any and all claims, disputes, negotiations, investigations, lawsuits or administrative proceedings involving the Park District, Wilson agrees to make himself available, upon reasonable notice from the Park District and without the necessity of subpoena, to provide information or documents, provide declarations or statements to the Park District, meet with attorneys or other representatives of the Park District, prepare for and give depositions or testimony, and/or otherwise cooperate in the investigation, defense or prosecution of any or all such matters. This is a material term of this Agreement.

8. Return of Park District Property.

a. Wilson represents and warrants that he: (a) will promptly return all Park District property that is in his possession or control, including but not limited to, his Park-District vehicle, all keys, computers, flash drives, and/or other similar such devices, any other original or duplicate electronic or hard copies of any District-owned information, without any unauthorized downloads or erasures, and all user names and passwords for Park District computer hardware, software, social media, or online accounts, (b) will not retain any copies of Park District documents or information in any form, and (c) will not retain any method of access to the Park District’s computer systems and will not insert or cause to be inserted any code or other thing that could disrupt or harm the operation of the Park District or its computer systems.

b. The Park District agrees that Wilson may retain his assigned mobile phone and transfer his mobile phone number from the Park District to Wilson. Wilson agrees that, prior to his last day of employment, Wilson will deliver the mobile phone to the Park District’s

designated information technology professional to remove all Park District email, text messages, and information. Wilson agrees that he shall be solely responsible for all cellular and data costs after his last day of employment.

c. Return of the property and compliance with this Paragraph is required before the Park District has any obligation to make the payments identified in this Agreement or the Supplemental Agreement.

9. Complete Agreement. Wilson understands this Agreement sets forth all of the terms and conditions of the agreement between the Parties and that, in signing this Agreement, Wilson cannot rely and has not relied upon any prior verbal statement regarding the subject matter, basis, or effect of this Agreement, and that all clarifications and/or modifications of this Agreement must be in writing and signed by the Parties. This Agreement supersedes any and all prior agreements, understandings and communications between the Parties, including the prior Employment Agreement between the Park District and Wilson which has been terminated by mutual agreement of the Parties through this Agreement.

10. Neutral Construction. The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against either of the Parties.

11. Nonadmission. This Agreement shall not be construed as: (a) an admission by the Parties of any: (i) liability or wrongdoing to one another, (ii) breach of any agreement, or (iii) violation of a statute, law or regulation; or (b) a waiver of any defenses as to those matters within the scope of this Agreement. The Parties specifically deny any liability or wrongdoing.

12. Time To Consider Agreement. Wilson understands that he been given twenty-one (21) days from the date he received it to consider this Agreement (the “consideration period”) and agrees that this consideration period has been reasonable and adequate. Wilson will have seven (7) days from the date he signs this Agreement to revoke it if he so desires. This Agreement shall not become effective or enforceable until this seven (7) day revocation period has expired, without revocation, and the Park District’s Board has approved it, provided the Parties have also continued to meet all of the conditions in this Agreement. If Wilson has not communicated his acceptance of this offer to the Park District’s Board President before the expiration of this consideration period, this offer automatically expires at that time, and the Park District is not required to take any further action to rescind or otherwise withdraw the terms of this Agreement.

13. Indemnification.

a. Wilson agrees to indemnify and hold the Park District and each of the Released Parties harmless from and against any and all loss, cost, damage or expense, including, without limitation, attorneys’ fees, incurred by the Park District or the Released Parties, or any of them, if a Court determines that Wilson breached the Agreement or the Supplemental Agreement, except that this Paragraph shall not apply to a lawsuit challenging the validity of this Agreement under the Age Discrimination in Employment Act, as amended.

b. The Park District agrees that Wilson's rights, if any, to indemnification relating to past, present, or future claims under the Illinois Park Code or Illinois Local Government Tort Immunity Act are not released, waived, or impacted by this Agreement.

14. MMSEA. Wilson hereby warrants and represents that: (a) Wilson presently is not, nor has he ever been enrolled in Medicare Part A or Part B or applied for such benefits; (b) Wilson has no claim for Social Security Disability benefits nor is he appealing or re-filing for Social Security Disability benefits; (c) Wilson did not incur any physical injuries or receive medical care arising from or related to any of the claims released by this Agreement; and (d) Medicare has not made any payments to or on behalf of him, nor has Wilson made any claims to Medicare for payments of any medical bills, invoices, fees, or costs, arising from or related to any of the claims released by this Agreement.

15. No Additional Obligation. Aside from the Separation Payment and payment of final compensation and unused vacation and Paid Time Off (PTO), including personal days, sick days, and floating holiday earned through his Separation Date in accordance with the Park District's Personnel Policy Manual, the Park District is not and shall not be obligated to pay any additional money, compensation or benefits to Wilson. Wilson understands that while employed by the Park District, he was required to immediately report any and all workplace injuries and illnesses and that every such illness or injury was reported by Wilson, if any. Wilson warrants that he is not aware of any continuing effects of any work-related injuries or illnesses or of any symptoms which might be caused by work-related injury or illness, whether reported or not.

16. Right to Counsel. Wilson understands that he has the right to talk with an attorney before signing this Agreement and the Supplemental Agreement and acknowledges that he was separately told by the Park District of this right in advance of signing this Agreement and the Supplemental Agreement.

17. Severability. In the event that any provisions of this Agreement or the Supplemental Agreement are found by a judicial or other tribunal to be unenforceable, the remaining provisions of the Agreement and the Supplemental Agreement will, at the Park District's discretion, remain enforceable.

18. Execution. This Agreement and the Supplemental Agreement may be executed simultaneously in two (2) or more counterparts, each of which shall be deemed an original, and such counterparts together shall constitute one and the same Agreement and the Supplemental Agreement.

19. Employee's Acknowledgment. Wilson declares that he has completely read this Agreement and acknowledges that it is written in a manner calculated for Wilson to understand. Wilson states that he does fully understand its terms and contents, including the rights and obligations hereunder, and freely, voluntarily and without coercion enters into this Agreement. Further, Wilson agrees and acknowledges that he has had the full opportunity to investigate all matters pertaining to his claims and that the waiver and release of all rights or claims he may have under any local, state or federal law is knowing and voluntary.

**READ CAREFULLY. THIS DOCUMENT CONTAINS
WILSON'S RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS.**

STEVE WILSON

WILMETTE PARK DISTRICT

By: _____
Steve Wilson

By: _____
President, Board of Park Commissioners

Date: _____

Date: _____

EXHIBIT A

SUPPLEMENTAL SEPARATION AGREEMENT AND GENERAL RELEASE

This Supplemental Separation Agreement and General Release (the “Supplemental Agreement”) is made between Steve Wilson (“Wilson”) and Wilmette Park District (the “Park District”) (collectively, the “Parties”). The Parties agree as follows:

1. Continuing Obligations. This Supplemental Agreement does not affect the Parties’ rights, promises, and obligations under the original Separation Agreement and General Release (the “Original Agreement”) previously signed by the Parties, which continues in full force and effect.

2. Payment Terms. In exchange for Wilson’s promises, obligations, and representations set forth in this Supplemental Agreement, the Park District agrees to pay the remaining ten (10) weeks of severance pay, less all legally required or authorized withholdings, as described in Paragraph 2 of the Original Agreement.

3. Release.

a. Except as to any claims that cannot be released under applicable law such as workers’ compensation claims, Wilson releases and waives any and all claims against the Park District and the Released Parties (as defined in the Original Agreement) that he has as of the time of the execution of this Supplemental Agreement, whether known or unknown to Wilson and whether asserted or unasserted. Wilson further waives any right to any form of damages (including, but not limited to lost wages, compensatory damages, liquidated damages, or punitive damages), reinstatement, attorneys’ fees and costs, or other remedy in any action brought by him or on his behalf.

b. Without limiting the foregoing language, this release includes all claims based directly or indirectly upon Wilson’s employment with the Park District, the cessation of his employment as Executive Director, and any alleged act or omission to act by the Park District or the Released Parties (as defined in the Original Agreement), whether related or unrelated to his employment. This release also includes any and all claims under the Age Discrimination in Employment Act of 1967, as amended by the Older Workers Benefit Protection Act, Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1991, the Equal Pay Act of 1963, the Americans with Disabilities Act, the Civil Rights Act of 1866, the Employee Retirement Income Security Act of 1974, the Family and Medical Leave Act, the Worker Adjustment and Retraining Notification Act, the Illinois Public Labor Relations Act, the Illinois Human Rights Act, the Illinois Equal Pay Act, the Illinois Workplace Transparency Act, or any similar law. This release also includes any and all tort claims and claims arising from any federal, state, or local constitution, statute, regulation, rule, ordinance, order, public policy, contract, or common law.

4. Pending Claims. Wilson represents and warrants that he has not filed any claims against the Park District or the Released Parties (as defined in the Original Agreement) and that the Park District’s obligations under this Supplemental Agreement, including the payment of monies, are conditioned upon this representation.

5. Complete Agreement. Wilson understands this Supplemental Agreement sets forth all of the terms and conditions of the agreement between the Parties and that, in signing this Supplemental Agreement, Wilson cannot rely and has not relied upon any prior verbal statement regarding the subject matter, basis, or effect of this Supplemental Agreement, and that all clarifications and/or modifications of this Supplemental Agreement must be in writing and signed by the Parties. This Supplemental Agreement supersedes any and all prior agreements, understandings, and communications between the Parties, except that the Parties also agree that their obligations under their Original Agreement continue to remain in full force and effect.

6. Time To Consider Supplemental Agreement. Wilson understands that he been given twenty-one (21) days to consider this Supplemental Agreement (the “consideration period”) and agrees that this consideration period has been reasonable and adequate. Wilson understands that he may not sign this Supplemental Agreement prior to his Separation Date. Wilson will have seven (7) days from the date he signs this Supplemental Agreement to revoke it if he so desires. This Supplemental Agreement shall not become effective or enforceable until this seven (7) day revocation period has expired, without revocation, and the Park District’s Board has approved it, provided the Parties have also continued to meet all of the conditions in this Supplemental Agreement. If Wilson has not communicated his acceptance of this offer to the Park District’s Board President before the expiration of this consideration period, this offer automatically expires at that time, and the Park District is not required to take any further action to rescind or otherwise withdraw the terms of this Supplemental Agreement.

7. Employee’s Acknowledgment. Wilson declares that he has completely read this Supplemental Agreement and acknowledges that it is written in a manner calculated for Wilson to understand. Wilson states that he does fully understand its terms and contents, including the rights and obligations hereunder, and freely, voluntarily and without coercion enters into this Supplemental Agreement. Further, Wilson agrees and acknowledges that he has had the full opportunity to investigate all matters pertaining to his claims and that the waiver and release of all rights or claims he may have under any local, state or federal law is knowing and voluntary.

**READ CAREFULLY. THIS DOCUMENT CONTAINS
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STEVE WILSON

WILMETTE PARK DISTRICT

By: _____
Steve Wilson

By: _____
President, Board of Park Commissioners

Date: _____

Date: _____