



Elaine Geallis <egeallis@glenbrook225.org>

Re: Media Request

1 message

Rosanne Marie Williamson <rwilliamson@glenbrook225.org>
To: Jonah Meadows <jonah.meadows@patch.com>
Bcc: egeallis@glenbrook225.org

Fri, Sep 7, 2018 at 9:24 AM

Dear Mr. Meadows,

Thank you for writing to Glenbrook High School District 225 with your request for information pursuant to the Illinois Freedom of Information Act, 5 ILCS 140/1 et seq.

On 8/3/18 we received your request for records sufficient to show:

- When Frank Santa was placed on paid leave.
District Response: Please see attached
- Why Santa was put on paid leave.
District Response: No records responsive to your request
- When Santa was accused of sexual misconduct.
District Response: No records responsive to your request
- When Santa was accused of harassment.
District Response: No records responsive to your request
- When Santa was accused of sex/gender discrimination
District Response: No records responsive to your request
- Any records of any due process or other meetings related to any such accusations from Jan. 1, 2016 to July 30, 2018.
District Response: Please see attached
- The nature of any allegations of sexual misconduct, harassment or discrimination against Frank Santa.
District Response: No records responsive to your request

Sincerely,

Rosanne Williamson, Ed.D.
Secretary, Board of Education

Assistant Superintendent for Educational Services
Glenbrook High School District 225
3801 West Lake Avenue
Glenview, IL 60026

On Thu, Aug 30, 2018 at 11:34 AM, Jonah Meadows <jonah.meadows@patch.com> wrote:


Dear D-225 FOIA Officer,

Pursuant to the FOIA and as a member of the media I request in electronic format, records sufficient to show:

- When Frank Santa was placed on paid leave.
- Why Santa was put on paid leave.
- When Santa was accused of sexual misconduct.
- When Santa was accused of harassment.
- When Santa was accused of sex/gender discrimination
- Any records of any due process or other meetings related to any such accusations from Jan. 1, 2016 to July 30, 2018.
- The nature of any allegations of sexual misconduct, harassment or discrimination against Frank Santa.

Thanks,
Jonah Meadows
North Shore Editor, Patch
(773) 217-9001

2 attachments

 **F.S. Resignation Agreement and General Release.pdf**
360K

 **Glenbrook High School District 225 Mail - GBE Update.pdf**
84K

RESIGNATION AGREEMENT AND GENERAL RELEASE

THIS RESIGNATION AGREEMENT AND GENERAL RELEASE is made and entered into on the date indicated below by and between the BOARD OF EDUCATION OF GLENBROOK HIGH SCHOOL DISTRICT 225 (the "BOARD" "District 225") and Glenbrook Evening School principal and tenured teacher FRANK SANTA ("SANTA" or the "EMPLOYEE"), collectively referred to as the "Parties."

WHEREAS, the BOARD and SANTA are presently involved in an employment dispute regarding SANTA's employment as principal at Glenbrook Evening School ("GBE") and as a tenured teacher with District 225; and

WHEREAS, the BOARD and SANTA desire to resolve such dispute; and

WHEREAS, the BOARD has placed SANTA on paid leave pending final resolution of such dispute; and

WHEREAS, SANTA has requested that he be granted leave to voluntarily submit his irrevocable resignation from employment; and

WHEREAS, the BOARD has considered SANTA's request and agrees to accept SANTA's voluntary and irrevocable resignation.

NOW, THEREFORE, IN CONSIDERATION OF THE ABOVE RECITALS, THE FOLLOWING MUTUAL PROMISES AND COVENANTS, AND OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, THE PARTIES AGREE:

Section 1. SANTA hereby tenders to the BOARD his voluntary and irrevocable resignation from employment as an employee and specifically as a tenured teacher at Glenbrook South High School, to be effective December 11, 2017. An executed copy of SANTA's

irrevocable letter of resignation is attached to this Agreement as Exhibit A.

Section 2. In consideration of the promises contained herein, SANTA, and his heirs, agents, representatives, assigns and successors, hereby releases, discharges, forever frees, and covenants not to sue the Board, and its members, agents, representatives, officers, employees, directors, assigns and successors, from any and all claims, debts, dues, demands, liens, obligations, fees (including attorneys' fees), actions, or causes of action, of every kind or nature, at law or in equity, whether in an administrative proceeding or in court, which SANTA may now have or claim to have or which may hereinafter accrue, whether known or unknown, anticipated or unanticipated, against the Board, and its members, agents, representatives, officers, employees, directors, assigns and successors, by reason of any act done or omitted to be done connected with the past or present relationship between the parties arising out of SANTA's employment with the School District. This release specifically includes, but is not limited to, rights or claims arising under 42 U.S.C §1983, and related state and federal civil rights statutes, the *Illinois School Code*, the *Illinois Human Rights Act*, Title VII of the *Civil Rights Act of 1964*, the *Age Discrimination in Employment Act of 1967*, as amended, the *Americans With Disabilities Act of 1990*, Section 504 of the *Rehabilitation Act of 1973*, the *Family and Medical Leave Act*, the *Illinois Wage Payment and Collection Act*, the *Illinois Educational Labor Relations Act*, 115 ILCS 5/1 *et seq.*, the Illinois and United States Constitutions, breach of contract, common law torts, any applicable collective bargaining agreement, BOARD policies and/or procedures, and any other applicable federal, state, or local statute, ordinance, or regulation. By this waiver, the Employee does not waive rights or claims taking place after the effective date of the Agreement, or any claims to enforce the terms of the Agreement. SANTA further promises and agrees never to institute or cause to be instituted any charge, suit or action, at law, in equity or otherwise in any federal or state court, before any

federal or state administrative agency or before any tribunal, public or private, relating to or arising from SANTA' employment relationship with the BOARD except, if necessary, to enforce this Agreement.

Section 3. SANTA represents and warrants that he has had the opportunity to consult with counsel of his choice prior to executing this Agreement and does hereby knowingly and voluntarily relinquish and waive all legal and equitable remedies provided under the *Age Discrimination in Employment Act*, 29 U.S.C. 621, et seq., as amended. Further, notwithstanding the fact that SANTA's resignation as an employee is voluntary, thereby obviating the applicability of the *Older Workers Benefit Protection Act*, 29 U.S.C. Secs. 621, 623, 626, and 630, as amended by Pub. L. 101-433, SANTA nonetheless acknowledges that he is aware of and understands all rights and claims pursuant to said *Act*, including without limitation, the following:

- (a) That by virtue of entering this Agreement, SANTA does not waive rights of claims that may arise after the date of execution of this Agreement;
- (b) That SANTA waives rights or claims under the *Act* only in exchange for consideration in addition to anything of value to which he already is entitled to arising out of his employment relationship as principal at GBE and as a tenured teacher with District 225;
- (c) That SANTA was provided twenty-one (21) days prior to the tender of his proffered resignation to consider his voluntary, unconditional and irrevocable decision to resign as a principal at GBE and as a tenured teacher with District 225 effective December 11, 2017; and
- (d) That for a period of at least seven (7) days following SANTA's execution of this Agreement, he has the right to revoke this Agreement.

In return for the consideration provided herein, SANTA has agreed to and hereby waives the aforesaid twenty-one (21) day "consideration period". SANTA hereby declares that his waiver of the "consideration period" and all other rights under the *Age Discrimination in Employment Act* are knowing and voluntary. SANTA further agrees that any changes to this Agreement, whether

material or immaterial, will not restart the running of the “consideration period”.

Section 4. SANTA agrees not to seek employment or re-employment with the BOARD now or at any time in the future. SANTA agrees that the BOARD shall not have any obligation to employ or re-employ SANTA or to consider SANTA for employment or re-employment now or at any time in the future. SANTA agrees that he will not assert any type of claim whatsoever against the current BOARD or any future BOARD based on future employment considerations concerning SANTA. SANTA agrees that this paragraph applies to employment or re-employment of any and all types, including but not limited to, full-time, part-time, temporary, voluntary or consulting duties. Upon written inquiry from a potential employer as to SANTA’s employment, the BOARD will respond in writing by giving the date of hire, the date of resignation, and the position in which he was employed

Section 5. SANTA agrees that he will not come onto School District property, including but not limited to, Glenbrook South High School and its surrounding grounds; Glenbrook North High School and its surrounding grounds; the Glenbrook Evening School and its surrounding grounds; the Glenbrook Off-Campus facility and its surrounding grounds; and the District Administrative Office located at 3801 West Lake Ave., Glenview, IL., for any reason unless he has the express written consent of the Superintendent.

Section 6. In consideration of the promises contained herein the BOARD agrees to the following:

- (a) The BOARD will accept SANTA’s voluntary and irrevocable resignation from employment effective December 11, 2017.
- (b) The BOARD agrees to pay SANTA his salary through March 23, 2018 and to pay for his current insurance benefits through March 31, 2018.
- (c) The BOARD agrees to pay for the cost of SANTA’s COBRA benefits for himself, his wife, and his children beginning April 1, 2018 and continuing through June 30, 2018.

- (d) It is understood between the parties, that if SANTA desires to extend his personal and /or family COBRA benefits past June 30, 2018, then he will be solely responsible for the costs of said COBRA coverage.

Section 7. SANTA agrees and understands that this General Release is being executed by the BOARD solely for the purposes of compromise and in an effort to resolve fully and finally all claims and issues between SANTA and the BOARD, with the intention of avoiding the expense, inconvenience, uncertainty, risk and delay of litigation.

Section 8. SANTA agrees and understands that the execution and delivery of this General Release, or the exchange of the consideration specified herein, shall not be construed as an act or admission by the BOARD that it has engaged in any wrongful or improper conduct, fault, guilt, or liability for any injury, damage, charge or claim of SANTA.

Section 9. SANTA represents and warrants that he has not now or at any time previous to the execution of this Release filed any charges, claims, complaints, petitions, appeals, grievances, lawsuits, or causes of action against the BOARD or any of its members, officers, agents, administrators, employees, insurers, successors, attorneys, and assigns, or any other related representative, with any court, governmental agency, administrative body, commission, or adjudicative entity.

Section 10. This Agreement shall inure to the benefit of and bind SANTA and his heirs, agents, representatives, assigns and successors, as well as the BOARD and its members, agents, representatives, officers, employees, directors, assigns and successors.

Section 11. SANTA and the BOARD agree that they shall not, at any time, publicly disparage each other. The parties agree that nothing in this paragraph shall restrict or limit in any way the BOARD or any of its agents from initiating and/or cooperating with an investigation of SANTA's conduct by any local, state, or federal entity; the parties further agree that nothing in this paragraph shall in any way restrict or limit the BOARD or any of its agents from responding

truthfully to an inquiry concerning SANTA's employment.

Section 12. This Agreement sets forth all of the promises, agreements, conditions, and understandings between the Parties relative to the subject matter hereof, i.e., SANTA'S voluntary and irrevocable resignation as specified in Section 1 of this Agreement, and the BOARD's agreements as specified in Section 6 of this Agreement, and no other promises, agreements, or understandings, whether oral or written, expressed or implied, exist among the Parties.

Section 13. No subsequent alteration, amendment, change, addition, deletion, or modification to this Agreement shall be binding upon the Parties unless reduced to writing and duly authorized and signed by each of them.

Section 14. Should any provision of this Agreement be declared illegal by a court of competent jurisdiction, said provision shall be automatically deleted from this Agreement to the extent that it violates the law, but the remaining provisions shall remain in full force and effect.

Section 15. This Agreement shall be governed by the laws of the State of Illinois.

Section 16. The Parties agree to execute any and all additional documents necessary to effectuate the intent and purposes of this Agreement.

THE REMAINING PORTION OF THIS PAGE IS PURPOSELY LEFT BLANK

IN WITNESS WHEREOF, FRANK SANTA and the BOARD OF EDUCATION OF

GLENBROOK HIGH SCHOOL DISTRICT 225, COOK COUNTY, ILLINOIS, by its duly

authorized representatives and agents, have signed and executed this Resignation Agreement and

General Release on the dates indicated below.

**BOARD OF EDUCATION
GLENBROOK HIGH SCHOOL
DISTRICT 225,
COOK COUNTY, ILLINOIS**

Its President

Dated: 12-11-17

Secretary

Dated: 12/11/17

FRANK SANTA

FRANK SANTA

Dated: 12/11/17

EXHIBIT A

December 11, 2017

Board of Education of
Glenbrook High School District 225
3801 West Lake Avenue
Glenview, IL 60026

Dear Board of Education:

Please allow this letter to serve as my request that the Board of Education of Glenbrook High School District 225 accept my voluntary and irrevocable resignation from the position principal at the Glenview Evening School and from my position as a tenured teacher with District 225 effective December 11, 2017.

Sincerely,



FRANK SANTA



Rosanne Marie Williamson <rwilliamson@glenbrook225.org>

GBE Update

1 message

Rosanne Marie Williamson <rwilliamson@glenbrook225.org>

Mon, Oct 30, 2017 at 8:42 AM

To: Jerome Hoynes <jhoynes@glenbrook225.org>, Mary Rabinak <mrabinak@glenbrook225.org>, Suzanne Webb <swebb@glenbrook225.org>, Theresa Hardin <thardin@glenbrook225.org>, Asya Chacheva <achacheva@glenbrook225.org>, Irene Koliopoulos <ikoliopoulos@glenbrook225.org>, Sara Dowlatshahi <sdowlatshahi@glenbrook225.org>, Lauren Berk <lberk@glenbrook225.org>, Michael Rast <mrast@glenbrook225.org>, Jon Robin Walker <jwalker@glenbrook225.org>, Afrodite Skaouris <askaouris@glenbrook225.org>, Daniel Oswald <doswald@glenbrook225.org>, Pa'al Joshi <pjoshi@glenbrook225.org>, Melissa DeFrenza-Israel <mdefrenza-israel@glenbrook225.org>, Jack Benvenuti <jcbvenuti@glenbrook225.org>, Linda Regal <lregal@glenbrook225.org>

Bcc: Brad Swanson <bswanson@glenbrook225.org>, Frank Santa <fsanta@glenbrook225.org>

Dear GBE Staff,

Frank Santa is currently on leave. If you have any concerns, please do not hesitate to let me know.

Thank you,

Rosanne

Rosanne Williamson Ed.D.
Assistant Superintendent for Educational Services
Glenbrook H.S. District 225
3801 West Lake Ave.
Glenview, IL 60026
[847-486-4701](tel:847-486-4701)