

VILLAGE OF BRADLEY

---

---

RESOLUTION NO. R-6-20-3

A RESOLUTION AUTHORIZING CERTAIN SEVERANCE AGREEMENTS BETWEEN THE  
VILLAGE OF BRADLEY, KANKAKEE COUNTY ILLINOIS, AND FORMER POLICE  
DISPATCH EMPLOYEES JEANNE RICHARD AND RENNETTA SMITH

---

---

ADOPTED BY THE  
BOARD OF TRUSTEES OF THE  
VILLAGE OF BRADLEY

THIS 8 DAY OF June, 2020

---

---

Published in pamphlet form by the authority of the Board of Trustees of the Village of Bradley,  
Kankakee County, Illinois this 8 day of June, 2020

**RESOLUTION NO. R-6-20-3**

**A RESOLUTION AUTHORIZING CERTAIN SEVERANCE AGREEMENTS BETWEEN THE VILLAGE OF BRADLEY, KANKAKEE COUNTY ILLINOIS, AND FORMER POLICE DISPATCH EMPLOYEES JEANNE RICHARD AND RENNETTA SMITH**

---

**WHEREAS**, the Corporate Authorities of the Village of Bradley, Kankakee County, Illinois, have the authority to adopt resolutions and to promulgate rules and regulations that pertain to its government and affairs and protect the public health, safety, and welfare of its citizens; and

**WHEREAS**, pursuant to Section 2-3-8 of the Illinois Municipal Code (65 ILCS 5/2-3-8) the Corporate Authorities of the Village have authority to enter into contracts in the name of the Village for any corporate purpose; and

**WHEREAS**, pursuant to Section 8-1-7 of the Illinois Municipal Code (65 ILCS 5/8-1-7), the Corporate Authorities of the Village may make contracts for which prior appropriations have been duly made; and

**WHEREAS**, the Corporate Authorities of the Village Passed Ordinance No. O-3-20-3, which abolished the Dispatch Center, effective March 31, 2020; to terminate the Employees, effective April 1, 2020; and

**WHEREAS**, on account of this reduction in force, the Corporate Authorities have determined that it is necessary and expedient to enter into severance agreements with certain Employees to avoid the expense and costs associated with potential disputes and/or litigation; and

**WHEREAS**, the Village has negotiated through the Illinois FOP Labor Council (“Union”) and former employees Jeanne Richard and Rennetta Smith, severance agreements with said former Village employees on terms that are reasonable and acceptable to both the Corporate Authorities of the Village (copies of each of the severance agreements are attached hereto as Group Exhibit A and fully incorporated herein (collectively the “Agreements”)); and

**WHEREAS**, the Corporate Authorities of the Village have determined that entering into the Agreements is in the best interests of the Village and its citizens.

**NOW THEREFORE, BE IT RESOLVED BY THE CORPORATE AUTHORITIES OF THE VILLAGE OF BRADLEY, KANKAKEE COUNTY, ILLINOIS, PURSUANT TO ITS STATUTORY AUTHORITY, AS FOLLOWS:**

**SECTION 1.** The Corporate Authorities hereby find that all of the recitals contained in the preamble to this Resolution are true, correct, and complete and are hereby incorporated by reference hereto and made a part hereof.

**SECTION 2.** The Corporate Authorities of the Village hereby determine that the terms and provisions of the Agreements, attached hereto as Group Exhibit A and fully incorporated

herein, are acceptable to the Village and that said Agreements are hereby approved in form and substance.

**SECTION 3.** Michael Watson, Acting Village President of the Village of Bradley, is hereby authorized and directed, in his capacity as such Acting Village President, to execute the Agreements attached hereto as Group Exhibit A, along with any other documents necessary for the Village to enter into said Agreements.

**SECTION 4.** Michael Watson, Acting Village President of the Village of Bradley, is hereby authorized and directed, in his capacity as such Acting Village President, to take any other action necessary for the Village to enter into the aforesaid Agreements.

**SECTION 5.** In the event that any provision or provisions, portion or portions, or clause or clauses of this Resolution shall be declared to be invalid or unenforceable by a Court of competent jurisdiction, such adjudication shall in no way affect or impair the validity or enforceability of any of the remaining provisions, portions, or clauses of this Resolution that may be given effect without such invalid or unenforceable provision or provisions, portion or portions, or clause or clauses.

**SECTION 6.** This Resolution shall be in full force and effect from and after its passage, approval, and publication in pamphlet form as provided by law.

**PASSED** by the Board of Trustees on a roll call vote on the 8 day of June, 2020.

**TRUSTEES:**


ROBERT REDMOND	Aye - <input checked="" type="checkbox"/>	Nay - <input type="checkbox"/>	Absent - <input type="checkbox"/>
MICHAEL WATSON	Aye - <input checked="" type="checkbox"/>	Nay - <input type="checkbox"/>	Absent - <input type="checkbox"/>
RYAN LEBRAN	Aye - <input checked="" type="checkbox"/>	Nay - <input type="checkbox"/>	Absent - <input type="checkbox"/>
BRIAN BILLINGSLEY	Aye - <input checked="" type="checkbox"/>	Nay - <input type="checkbox"/>	Absent - <input type="checkbox"/>
DARREN WESTPHAL	Aye - <input checked="" type="checkbox"/>	Nay - <input type="checkbox"/>	Absent - <input type="checkbox"/>
BRIAN TIERI	Aye - <input checked="" type="checkbox"/>	Nay - <input type="checkbox"/>	Absent - <input type="checkbox"/>

**ACTING VILLAGE PRESIDENT:**


MICHAEL WATSON      Non-Voting -

**TOTALS:**                      Aye - 6      Nay - 0      Absent - 0

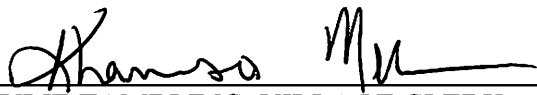
**ATTEST:**

  
 \_\_\_\_\_  
 JULIE TAMBLING, VILLAGE CLERK  
 Khamseo Nelson Deputy Clerk

APPROVED this 8 day of June, 2020.

  
MICHAEL WATSON, ACTING VILLAGE PRESIDENT

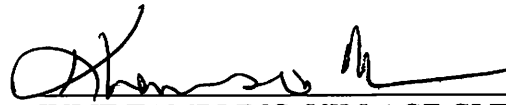
ATTEST:

  
JULIE TAMBLING, VILLAGE CLERK  
Khamseo Nelson (Deputy)

STATE OF ILLINOIS            )  
  )        §§  
COUNTY OF KANKAKEE    )

I, Julie Tambling, Village Clerk of the Village of Bradley, County of Kankakee and State of Illinois, DO HEREBY CERTIFY that the attached is a true, perfect, and complete copy of Resolution number R-6-20-3 "A RESOLUTION AUTHORIZING CERTAIN SEVERANCE AGREEMENTS BETWEEN THE VILLAGE OF BRADLEY, KANKAKEE COUNTY ILLINOIS, AND FORMER POLICE DISPATCH EMPLOYEES JEANNE RICHARD AND RENNETTA SMITH," which was adopted by the Village Corporate Authorities at a meeting held on the 8 day of June, 2020.

IN WITNESS WHEREOF, I have hereunto set my hand in the Village of Bradley, County of Kankakee and State of Illinois, on this 8 day of June, 2020.

  
\_\_\_\_\_  
JULIE TAMBLING, VILLAGE CLERK  
Khamseo Nelson (Deputy)

(SEAL)

# **GROUP EXHIBIT A**

**SEVERANCE AGREEMENT AND RELEASE**

**THIS SEVERANCE AGREEMENT AND RELEASE ("AGREEMENT")** is entered into on this 8 day of June, 20 between Rennetta Smith, a former employee of the Village of Bradley ("Smith") and the Village of Bradley ("Village").

**RECITALS**

**WHEREAS**, Smith was formerly employed by the Village as a dispatcher and her employment ended on March 31, 2020 after the Village passed Ordinance No. 0-3-20-3, which abolished the Village's dispatch center, all dispatcher positions effective March 31, 2020;

**WHEREAS**, a dispute arose between the Illinois FOP Labor Council ("Union"), Smith and the Village concerning certain bargaining rights claimed by the Union and Smith, which were, and are, disputed by the Village. This disagreement resulted in the Union filing a grievance for "impasse bargaining"; and

**WHEREAS**, to resolve the dispute and to avoid ongoing litigation and claim costs, the Village has agreed, subject to the terms of, and the Village Board's approval of, a Letter Agreement dated May 27, 2020, which is incorporated by reference, to provide Smith, a former employee of the Village, with severance compensation, subject to the terms described herein; and

**WHEREAS**, Smith has been given a minimum of forty-five (45) days to consider this AGREEMENT including the RELEASE AGREEMENT in Appendix A; and

**WHEREAS**, Smith 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 Village.

**1. PURPOSE OF AGREEMENT**

The parties have voluntarily entered into this AGREEMENT to provide Smith with severance pay, despite her employment with the Village having ended in exchange for a full release of claims by Smith against the Village.

**2. SEVERANCE PAYMENT**

Provided this AGREEMENT is not revoked by Smith in accordance with the *Age Discrimination in Employment Act of 1967* and the *Older Workers Benefit Protection Act*, the Village will provide Smith the following, in the time frames outlined, upon the expiration of the seven (7) day revocation period:

**SEVERANCE PACKAGE:** The Village agrees to pay Smith:

- A. The sum of fifty one thousand three hundred seventy one and no/100 (\$51,371.00) in recognition of her more than 20 years of service for the Village and the execution of this Agreement, which an amount equal to two thousand three hundred fifty dollars

and No/100 (\$2,350.00) per year of her service (21.86 yrs x \$2,350.00 = \$51,371.00);  
and

- B. At the request of Smith, the sum of money referenced in Section 2(A) above will be directed into the existing Village of Bradley Retirement Healthcare Funding Plan (VOB RHFP), commonly referred to as VEBA as more specifically addressed in the Letter Agreement dated May 27, 2020 entered into between the IFOP, Smith and the Village, said Agreement being incorporated by reference. It is agreed and understood that the Village makes no representation, promises or assurances concerning the ability to direct said sum of money into a VEBA account and holds no liability outside of the payment directed to VEBA and will not be liable or responsible for any additional sums of money outside of the referenced payment(s). Smith is responsible for any tax payments that may arise in the future and agrees to hold the Village harmless from any tax claim.

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

The Village has recommended Smith consult with an attorney of Smith' choosing prior to executing this AGREEMENT, which contains a general release and waiver of all claims, including a release under the Age Discrimination in Employment Act of 1967. Smith acknowledges that Smith fully understands Smith's right to review this AGREEMENT with an attorney of Smiths' choosing and has had such opportunity. Smith has read and fully understands all the provisions of this AGREEMENT and that she is freely, knowingly and voluntarily entering into this AGREEMENT.

4. **RELEASE OF CLAIMS BY SMITH**

PRIOR TO RECEIVING THE SEVERANCE PAYMENT UNDER SECTION 2 OF THIS AGREEMENT AND AS A CONDITION PRECEDENT, SMITH SHALL SIGN THE RELEASE AGREEMENT, WHICH IS ATTACHED HERETO AND MADE A PART HEREOF AS APPENDIX A.

In the event Smith rescinds the signing of the RELEASE AGREEMENT within the seven (7) day revocation period provided in the RELEASE AGREEMENT, the Village shall have no obligation to provide severance payment under Section 2 of this AGREEMENT.

5. **NON-ADMISSION AND INADMISSIBILITY**

The parties agree that nothing herein is intended or should be construed as an admission that either party engaged in wrongful or illegal conduct. Smith further agrees that the AGREEMENT will not be admissible in any proceeding without the Village's consent, except for a proceeding instituted by Smith or the Village alleging a breach of this AGREEMENT, any proceeding in which a defense is asserted based on any provision of this AGREEMENT, or as required by law.

6. **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 21<sup>st</sup> Judicial Circuit, Kankakee County, Illinois.





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

The Village may delay or forego enforcing any of its rights or remedies under this AGREEMENT without losing them.

**8. RECITALS ADOPTED**

The Recitals of this AGREEMENT are adopted as if fully set forth herein.

**9. 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 Village and Smith.

**10. SEVERABILITY**

If any provision of this AGREEMENT or its application is held invalid or unenforceable, in whole or in part, this determination shall not affect any other provision or application of this AGREEMENT which can be given effect without the invalid provision or application and, therefore, the provisions of this AGREEMENT are declared to be severable.

**11. BINDING EFFECT**

This AGREEMENT shall be binding upon and shall inure to the benefit of the parties and their respective heirs, personal representatives, successors, and assigns.

**12. FURTHER ACKNOWLEDGMENTS**

This AGREEMENT is entered into voluntarily by the Parties with a full understanding of its terms. Smith hereby warrants and represents that:

- (a) He is competent, as a matter of law, to enter into this AGREEMENT;
- (b) He has carefully read this AGREEMENT and fully understands its meaning, intent and terms;
- (c) He has by this AGREEMENT been advised and encouraged in writing by the Village to consult with an attorney before signing this AGREEMENT and she has done so or voluntarily chosen not to;
- (d) He has relied on her own judgment and/or that of her counsel regarding the consideration for and language of this AGREEMENT;
- (e) The only consideration for him signing this AGREEMENT are the terms stated herein and no statement, promise or representation made by the Village or any other party has in any way coerced or unduly influenced him to execute this AGREEMENT; and

(f) He has been given a reasonable period of time (at least forty-five (45) days as described in the attached RELEASE AGREEMENT) to consider this AGREEMENT.

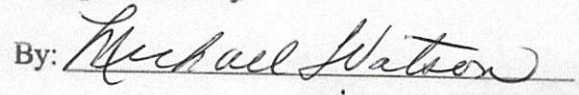
**PLEASE READ CAREFULLY. APPENDIX A INCLUDES A RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS.**

Employee:

  
RENNETTA SMITH

Date: 6-4-20

Village of Bradley:

By: 

Title: Acting Village President

Date: June 19, 2020

# APPENDIX A

## RELEASE AGREEMENT

**IN CONSIDERATION FOR THE VILLAGE'S SEVERANCE PAYMENT REFERENCED IN SECTION 2 OF THE AGREEMENT, SMITH PROMISES AS FOLLOWS:**

**1. GENERAL RELEASE**

In consideration for the Village's agreement to provide SEVERANCE PAYMENT AS SPECIFIED IN Section 2 of this Agreement SMITH AGREES TO FULLY AND ABSOLUTELY RELEASE AND DISCHARGE THE VILLAGE, and all of its officers, elected officials and employees, in both their personal and official capacities (collectively, "the Village" for purposes of this Release), from any and all claims, lawsuits or causes of action of every kind or nature, at law or equity, which Smith may now have or claim to have, whether known or unknown from the beginning of time through and including the date she signs this RELEASE AGREEMENT. Smith waives and releases all known and unknown, suspected and unsuspected claims, or causes of action of any kind Smith may have against the Village from the beginning of time through and including the date she signs this RELEASE AGREEMENT, including claims and causes of action related to or in any way growing out of her employment or separation of employment with the Village, and alleged statements by the Village, whether oral or in writing, concerning her employment. The claims and causes of action Smith is releasing and waiving include ANY AND ALL CLAIMS AGAINST THE VILLAGE ARISING UNDER FEDERAL OR STATE LAW, including but not limited to any and all claims and causes of action that the Village:

- (a) violated any type of written or unwritten contract, agreement, understanding, policy, practice, procedure, benefit, retirement and/or pension plan, promise and/or covenant of any kind, including but not limited to any covenant of good faith and fair dealing;
- (b) discriminated or retaliated against Smith on the basis of filing a discrimination charge, any characteristic or trait protected under any law, including but not limited to sex (including sexual harassment), national origin, citizenship, disability, handicap, race, color, ancestry, religion, marital or parental status, sexual orientation, pregnancy, family or medical status, age, source of income, or entitlement to benefits, in violation of local, state or federal laws, constitutions, regulations, ordinances or executive orders (including but not limited to claims under the Equal Pay Act; Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, et seq.; the Civil Rights Act of 1866; the Americans with Disabilities Act; 42 U.S.C. §§ 1981, 1982, 1983, 1985, 1988; the Employee Retirement Income Security Act; the Family and Medical Leave Act; the Genetic Information Nondiscrimination Act; the Age Discrimination in Employment Act of 1967; the Older Workers Benefit Protection Act; and the Illinois Human Rights Act);
- (c) violated statutory, public policy or common law, including but not limited to claims for: breach of contract; defamation; invasion of privacy; retaliation; intentional or negligent infliction of emotional distress and/or mental anguish; interference with contract; fraud; detrimental reliance upon any alleged representations, statements of

promises; personal injury; any other invasion or violation of privacy claims; retaliatory discharge; negligent hiring, retention or supervision; negligence; and/or promissory estoppel;

- (d) violated the Constitution of the United States (including all Amendments thereto) or the Constitution of the State of Illinois;
- (e) violated any other federal, state or local law, ordinance or regulation, including but not limited to the Occupational Safety and Health Act of 1970, its applicable regulations, and any law pertaining to safety in the workplace, or retaliated against Smith on the basis of reporting any violation of any federal, state, or local law, ordinance or regulation;
- (f) is in any way obligated for any reason to pay Smith damages, expenses, litigation costs (including attorney fees), wages, bonuses, severance pay, separation pay, termination pay, any type of payments or benefits based on separation from employment (other than those payments described herein or within, incentive pay, commissions, disability benefits or sick pay, life insurance, or any other employee benefits of any kind, compensatory damages, punitive damages and/or interest (including but not limited to claims under the Fair Labor Standards Act of 1938; the Illinois Minimum Wage Law; the Illinois Public Labor Relations Act; and the Illinois Wage Payment and Collection Act).

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

In compliance with the Older Workers Benefit Protection Act and the Age Discrimination in Employment Act, Smith acknowledges having knowingly and voluntarily signed and entered into this RELEASE AGREEMENT, and that:

- (a) This RELEASE AGREEMENT is written in a manner calculated to be understood by Smith, and **SMITH UNDERSTANDS ALL OF THE TERMS OF THIS RELEASE AGREEMENT;**
- (b) In addition to the waiver and release of all other claims, **THIS RELEASE AGREEMENT RESULTS IN THE WAIVER OF AND RELEASE BY SMITH OF ALL CLAIMS ARISING UNDER THE AGE DISCRIMINATION IN EMPLOYMENT ACT OF 1967 ("ADEA");**
- (c) In exchange for the waiver and release by Smith of all ADEA claims, **SMITH IS RECEIVING CONSIDERATION IN ADDITION TO ANYTHING OF VALUE TO WHICH EMPLOYEE IS ALREADY ENTITLED** under Village policy, and/or law;
- (d) **SMITH HAS BEEN ADVISED TO AND HAS HAD AN OPPORTUNITY TO CONSULT WITH AN ATTORNEY** regarding the subject matter of this RELEASE AGREEMENT prior to its execution by Smith;
- (e) **SMITH WAS GIVEN A PERIOD OF AT LEAST FORTY-FIVE (45) CALENDAR DAYS IN WHICH TO CONSIDER THIS RELEASE**



**AGREEMENT, AND MAY REVOKE THIS RELEASE AGREEMENT WITHIN SEVEN (7) DAYS AFTER ITS EXECUTION** by providing written notice of revocation to Catherine Wojnarowski, Village Administrator, Village of Bradley, 147 S. Michigan Avenue, Bradley, IL 60915-2299.

**3. PROMISE NOT TO SUE**

Smith agrees never to sue the Village in any forum for any of the reasons listed and released above, including but not limited to claims, laws or theories covered by the Release language above. If Smith sues the Village in violation of this RELEASE AGREEMENT, she shall be liable to the Village for its reasonable attorney's fees and other litigation costs incurred in defending against such a suit.

In addition, if Smith sues the Village in violation of this RELEASE AGREEMENT, the Village can require him to return all but \$100 of the money paid to Smith pursuant to this AGREEMENT. In that event, the Village shall be excused from any obligations it has under the AGREEMENT.

Nothing contained in this RELEASE AGREEMENT shall limit Smith's pursuit of her claim for unemployment benefits.

**4. NON-WAIVABLE RIGHTS**

Section Two (2) does not include any claim or right that cannot be waived by law, including all claims arising after the date this RELEASE AGREEMENT is signed, and the right to file an administrative charge with or participate in an investigation conducted by an administrative governmental agency. Smith is waiving, however, her right to any monetary recovery if any administrative agency pursues any claim or claims on her behalf. Section One (1) also does not include any claim or right to enforce the terms of this RELEASE AGREEMENT or to challenge the terms of this RELEASE AGREEMENT under the Age Discrimination in Employment Act.

**5. NO CLAIMS AGAINST THE VILLAGE**

Smith represents that she has not filed or initiated any claims of any type against the Village with any court, governmental or administrative agency, with the exception of any claim for benefits under the Unemployment Insurance Act. Smith further agrees that she will not file or initiate any such claims in the future, directly or indirectly, based in whole or in part upon events occurring through the present date.

**6. SEVERABILITY**

If any provision of this RELEASE AGREEMENT or its application is held invalid or unenforceable, in whole or in part, this determination shall not affect any other provision or application of this RELEASE AGREEMENT which can be given effect without the invalid provision or application and, therefore, the provisions of this RELEASE AGREEMENT are declared to be severable.

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

**Accepted and Agreed to By:**

**RENNETTA SMITH**

*Rennetta Smith*

Date: 6-9-20

**The VILLAGE OF BRADLEY**

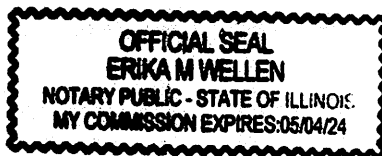
By: *Michael Watson*

Title: Acting Village President

Date: June 19, 2020

Subscribed and Sworn to  
before me this 9<sup>th</sup> day  
of June, 2020.

*Erika M. Wellen*  
Notary



**SEVERANCE AGREEMENT AND RELEASE**

THIS SEVERANCE AGREEMENT AND RELEASE ("AGREEMENT") is entered into on this 15<sup>th</sup> day of June, 20 between Jeanne Richard, a former employee of the Village of Bradley ("Richard") and the Village of Bradley ("Village").

**RECITALS**

**WHEREAS**, Richard was formerly employed by the Village as a dispatcher and her employment ended on March 31, 2020 after the Village passed Ordinance No. 0-3-20-3, which abolished the Village's dispatch center, all dispatcher positions effective March 31, 2020;

**WHEREAS**, a dispute arose between the Illinois FOP Labor Council ("Union") and the Village concerning certain bargaining rights claimed by the Union, which were, and are, disputed by the Village. This disagreement resulted in the Union filing a grievance for "impasse bargaining"; and

**WHEREAS**, to resolve the dispute and to avoid ongoing litigation and claim costs, the Village has agreed, subject to the terms of, and the Village Board's approval of, a Letter Agreement dated May 27, 2020, which is incorporated by reference, to provide Richard, a former employee of the Village, with severance compensation, subject to the terms described herein; and

**WHEREAS**, Richard has been given a minimum of forty-five (45) days to consider this AGREEMENT including the RELEASE AGREEMENT in Appendix A; and

**WHEREAS**, Richard 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 Village.

**1. PURPOSE OF AGREEMENT**

The parties have voluntarily entered into this AGREEMENT to provide Richard with severance pay, despite her employment with the Village having ended in exchange for a full release of claims by Richard against the Village.

**2. SEVERANCE PAYMENT**

Provided this AGREEMENT is not revoked by Richard in accordance with the *Age Discrimination in Employment Act of 1967* and the *Older Workers Benefit Protection Act*, the Village will provide Richard the following, in the time frames outlined, upon the expiration of the seven (7) day revocation period:

**SEVERANCE PACKAGE:** The Village agrees to pay Richard:

- A. The sum of fifty four thousand eight hundred ninety six and no/100 (\$54,896.00) in recognition of her more than 20 years of service for the Village and the execution of this Agreement, which an amount equal to two thousand three hundred fifty dollars and No/100 (\$2,350.00) per year of her service (23.36 yrs x \$2,350.00 = \$54,896.00); and



- B. At the request of Richard, the sum of money referenced in Section 2(A) above will be directed into the existing Village of Bradley Retirement Healthcare Funding Plan (VOB RHFP), commonly referred to as VEBA as more specifically addressed in the Letter Agreement dated May 27, 2020 entered into between the IFOP, Richard and the Village, said Agreement being incorporated by reference. It is agreed and understood that the Village makes no representation, promises or assurances concerning the ability to direct said sum of money into a VEBA account and holds no liability outside of the payment directed to VEBA and will not be liable or responsible for any additional sums of money outside of the referenced payment(s). Richard is responsible for any tax payments that may arise in the future and agrees to hold the Village harmless from any tax claim.

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

The Village has recommended Richard consult with an attorney of Richard' choosing prior to executing this AGREEMENT, which contains a general release and waiver of all claims, including a release under the Age Discrimination in Employment Act of 1967. Richard acknowledges that Richard fully understands Richard's right to review this AGREEMENT with an attorney of Richards' choosing and has had such opportunity. Richard has read and fully understands all the provisions of this AGREEMENT and that she is freely, knowingly and voluntarily entering into this AGREEMENT.

**4. RELEASE OF CLAIMS BY RICHARD**

PRIOR TO RECEIVING THE SEVERANCE PAYMENT UNDER SECTION 2 OF THIS AGREEMENT AND AS A CONDITION PRECEDENT, RICHARD SHALL SIGN THE RELEASE AGREEMENT, WHICH IS ATTACHED HERETO AND MADE A PART HEREOF AS APPENDIX A.

In the event Richard rescinds the signing of the RELEASE AGREEMENT within the seven (7) day revocation period provided in the RELEASE AGREEMENT, the Village shall have no obligation to provide severance payment under Section 2 of this AGREEMENT.

**5. NON-ADMISSION AND INADMISSIBILITY**

The parties agree that nothing herein is intended or should be construed as an admission that either party engaged in wrongful or illegal conduct. Richard further agrees that the AGREEMENT will not be admissible in any proceeding without the Village's consent, except for a proceeding instituted by Richard or the Village alleging a breach of this AGREEMENT, any proceeding in which a defense is asserted based on any provision of this AGREEMENT, or as required by law.

**6. 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 21<sup>st</sup> Judicial Circuit, Kankakee County, Illinois.

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

The Village may delay or forego enforcing any of its rights or remedies under this AGREEMENT without losing them.

8. **RECITALS ADOPTED**

The Recitals of this AGREEMENT are adopted as if fully set forth herein.

9. **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 Village and Richard.

10. **SEVERABILITY**

If any provision of this AGREEMENT or its application is held invalid or unenforceable, in whole or in part, this determination shall not affect any other provision or application of this AGREEMENT which can be given effect without the invalid provision or application and, therefore, the provisions of this AGREEMENT are declared to be severable.

11. **BINDING EFFECT**

This AGREEMENT shall be binding upon and shall inure to the benefit of the parties and their respective heirs, personal representatives, successors, and assigns.

12. **FURTHER ACKNOWLEDGMENTS**

This AGREEMENT is entered into voluntarily by the Parties with a full understanding of its terms. Richard hereby warrants and represents that:

- (a) He is competent, as a matter of law, to enter into this AGREEMENT;
- (b) He has carefully read this AGREEMENT and fully understands its meaning, intent and terms;
- (c) He has by this AGREEMENT been advised and encouraged in writing by the Village to consult with an attorney before signing this AGREEMENT and she has done so or voluntarily chosen not to;
- (d) He has relied on her own judgment and/or that of her counsel regarding the consideration for and language of this AGREEMENT;
- (e) The only consideration for him signing this AGREEMENT are the terms stated herein and no statement, promise or representation made by the Village or any other party has in any way coerced or unduly influenced him to execute this AGREEMENT; and

(f) He has been given a reasonable period of time (at least forty-five (45) days as described in the attached RELEASE AGREEMENT) to consider this AGREEMENT.

**PLEASE READ CAREFULLY. APPENDIX A INCLUDES A RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS.**

Employee:

Jeanne M. Richard  
JEANNE RICHARD

Date: 06/15/2020

Village of Bradley:

By: Michael Glendon  
Title: Acting Village President

Date: June 19, 2020



[Signature]  
6/15/2020

## APPENDIX A

### RELEASE AGREEMENT

**IN CONSIDERATION FOR THE VILLAGE'S SEVERANCE PAYMENT REFERENCED IN SECTION 2 OF THE AGREEMENT, RICHARD PROMISES AS FOLLOWS:**

**1. GENERAL RELEASE**

In consideration for the Village's agreement to provide SEVERANCE PAYMENT AS SPECIFIED IN Section 2 of this Agreement **RICHARD AGREES TO FULLY AND ABSOLUTELY RELEASE AND DISCHARGE THE VILLAGE**, and all of its officers, elected officials and employees, in both their personal and official capacities (collectively, "the Village" for purposes of this Release), from any and all claims, lawsuits or causes of action of every kind or nature, at law or equity, which Richard may now have or claim to have, whether known or unknown from the beginning of time through and including the date she signs this RELEASE AGREEMENT. Richard waives and releases all known and unknown, suspected and unsuspected claims, or causes of action of any kind Richard may have against the Village from the beginning of time through and including the date she signs this RELEASE AGREEMENT, including claims and causes of action related to or in any way growing out of her employment or separation of employment with the Village, and alleged statements by the Village, whether oral or in writing, concerning her employment. The claims and causes of action Richard is releasing and waiving include **ANY AND ALL CLAIMS AGAINST THE VILLAGE ARISING UNDER FEDERAL OR STATE LAW**, including but not limited to any and all claims and causes of action that the Village:

- (a) violated any type of written or unwritten contract, agreement, understanding, policy, practice, procedure, benefit, retirement and/or pension plan, promise and/or covenant of any kind, including but not limited to any covenant of good faith and fair dealing;
- (b) discriminated or retaliated against Richard on the basis of filing a discrimination charge, any characteristic or trait protected under any law, including but not limited to sex (including sexual harassment), national origin, citizenship, disability, handicap, race, color, ancestry, religion, marital or parental status, sexual orientation, pregnancy, family or medical status, age, source of income, or entitlement to benefits, in violation of local, state or federal laws, constitutions, regulations, ordinances or executive orders (including but not limited to claims under the Equal Pay Act; Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, et seq.; the Civil Rights Act of 1866; the Americans with Disabilities Act; 42 U.S.C. §§ 1981, 1982, 1983, 1985, 1988; the Employee Retirement Income Security Act; the Family and Medical Leave Act; the Genetic Information Nondiscrimination Act; the Age Discrimination in Employment Act of 1967; the Older Workers Benefit Protection Act; and the Illinois Human Rights Act);
- (c) violated statutory, public policy or common law, including but not limited to claims for: breach of contract; defamation; invasion of privacy; retaliation; intentional or negligent infliction of emotional distress and/or mental anguish; interference with contract; fraud; detrimental reliance upon any alleged representations, statements of

promises; personal injury; any other invasion or violation of privacy claims; retaliatory discharge; negligent hiring, retention or supervision; negligence; and/or promissory estoppel;

- (d) violated the Constitution of the United States (including all Amendments thereto) or the Constitution of the State of Illinois;
- (e) violated any other federal, state or local law, ordinance or regulation, including but not limited to the Occupational Safety and Health Act of 1970, its applicable regulations, and any law pertaining to safety in the workplace, or retaliated against Richard on the basis of reporting any violation of any federal, state, or local law, ordinance or regulation;
- (f) is in any way obligated for any reason to pay Richard damages, expenses, litigation costs (including attorney fees), wages, bonuses, severance pay, separation pay, termination pay, any type of payments or benefits based on separation from employment (other than those payments described herein or within, incentive pay, commissions, disability benefits or sick pay, life insurance, or any other employee benefits of any kind, compensatory damages, punitive damages and/or interest (including but not limited to claims under the Fair Labor Standards Act of 1938; the Illinois Minimum Wage Law; the Illinois Public Labor Relations Act; and the Illinois Wage Payment and Collection Act).

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

In compliance with the Older Workers Benefit Protection Act and the Age Discrimination in Employment Act, Richard acknowledges having knowingly and voluntarily signed and entered into this RELEASE AGREEMENT, and that:

- (a) This RELEASE AGREEMENT is written in a manner calculated to be understood by Richard, and **RICHARD UNDERSTANDS ALL OF THE TERMS OF THIS RELEASE AGREEMENT;**
- (b) In addition to the waiver and release of all other claims, **THIS RELEASE AGREEMENT RESULTS IN THE WAIVER OF AND RELEASE BY RICHARD OF ALL CLAIMS ARISING UNDER THE AGE DISCRIMINATION IN EMPLOYMENT ACT OF 1967 ("ADEA");**
- (c) In exchange for the waiver and release by Richard of all ADEA claims, **RICHARD IS RECEIVING CONSIDERATION IN ADDITION TO ANYTHING OF VALUE TO WHICH EMPLOYEE IS ALREADY ENTITLED** under Village policy, and/or law;
- (d) **RICHARD HAS BEEN ADVISED TO AND HAS HAD AN OPPORTUNITY TO CONSULT WITH AN ATTORNEY** regarding the subject matter of this RELEASE AGREEMENT prior to its execution by Richard;
- (e) **RICHARD WAS GIVEN A PERIOD OF AT LEAST FORTY-FIVE (45) CALENDAR DAYS IN WHICH TO CONSIDER THIS RELEASE**

**AGREEMENT, AND MAY REVOKE THIS RELEASE AGREEMENT WITHIN SEVEN (7) DAYS AFTER ITS EXECUTION** by providing written notice of revocation to Catherine Wojnarowski, Village Administrator, Village of Bradley, 147 S. Michigan Avenue, Bradley, IL 60915-2299.

**3. PROMISE NOT TO SUE**

Richard agrees never to sue the Village in any forum for any of the reasons listed and released above, including but not limited to claims, laws or theories covered by the Release language above. If Richard sues the Village in violation of this RELEASE AGREEMENT, she shall be liable to the Village for its reasonable attorney's fees and other litigation costs incurred in defending against such a suit.

In addition, if Richard sues the Village in violation of this RELEASE AGREEMENT, the Village can require him to return all but \$100 of the money paid to Richard pursuant to this AGREEMENT. In that event, the Village shall be excused from any obligations it has under the AGREEMENT.

Nothing contained in this RELEASE AGREEMENT shall limit Richard's pursuit of her claim for unemployment benefits.

**4. NON-WAIVABLE RIGHTS**

Section Two (2) does not include any claim or right that cannot be waived by law, including all claims arising after the date this RELEASE AGREEMENT is signed, and the right to file an administrative charge with or participate in an investigation conducted by an administrative governmental agency. Richard is waiving, however, her right to any monetary recovery if any administrative agency pursues any claim or claims on her behalf. Section One (1) also does not include any claim or right to enforce the terms of this RELEASE AGREEMENT or to challenge the terms of this RELEASE AGREEMENT under the Age Discrimination in Employment Act.

**5. NO CLAIMS AGAINST THE VILLAGE**

Richard represents that she has not filed or initiated any claims of any type against the Village with any court, governmental or administrative agency, with the exception of any claim for benefits under the Unemployment Insurance Act. Richard further agrees that she will not file or initiate any such claims in the future, directly or indirectly, based in whole or in part upon events occurring through the present date.

**6. SEVERABILITY**

If any provision of this RELEASE AGREEMENT or its application is held invalid or unenforceable, in whole or in part, this determination shall not affect any other provision or application of this RELEASE AGREEMENT which can be given effect without the invalid provision or application and, therefore, the provisions of this RELEASE AGREEMENT are declared to be severable.

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

Accepted and Agreed to By:

*Jeanne M. Richard*  
JEANNE RICHARD

06/15/2020  
Date:

The VILLAGE OF BRADLEY

By: *Michael Watson*  
Title: *Acting Village President*  
Date: June 19, 2020

Subscribed and Sworn to before me this 15<sup>th</sup> day of June, 2020.

*[Signature]*  
Notary

