

MEMORANDUM OF UNDERSTANDING
SEVERANCE AGREEMENT AND RELEASE

THIS MEMORANDUM OF UNDERSTANDING/SEVERANCE AGREEMENT AND RELEASE (“Agreement”) is entered into on May 1, 2024, by among SHANNON SCHORIE (“SCHORIE”) and THE VILLAGE OF ROMEOVILLE, its administrators, its successors and assigns (herein after collectively referred to as “ROMEOVILLE”).

WHEREAS, SCHORIE has been employed by ROMEOVILLE a civilian employee of its police department; and,

WHEREAS, SCHORIE desires to voluntarily resign from her employment with Romeoville effective May 1, 2024; and,

WHEREAS, SCHORIE and ROMEOVILLE wish to enter into this Agreement resolving all aspects of SCHORIE’s employment status; and,

ACCORDINGLY, IN CONSIDERATION of the mutual promises contained herein, the parties agree as follows:

1. **Resignation.** SCHORIE, contemporaneously with the execution of this Agreement, shall submit her irrevocable letter of resignation from employment with ROMEOVILLE. A copy of SCHORIE’s irrevocable letter of resignation is attached hereto and incorporated herein as Exhibit 1, and is hereby accepted by ROMEOVILLE.

2. **Basic Compensation** ROMEOVILLE shall pay SCHORIE the compensation that she would have earned through the resignation date of May 1, 2024, and shall be paid no later than the end of the next regular pay period.

3. **Additional Compensation.** In consideration of her separation by resignation and the releases contained herein, ROMEOVILLE agrees to provide SCHORIE additional compensation, that she would not otherwise be entitled to if terminated, subsequent to the revocation period of Section 5(f) herein as follows:

- a. Payment in the amount of five thousand eight hundred forty-six dollars and fourteen cents (\$5,846.14) less voluntary and mandatory withholdings, representative of one month’s regular salary; and
- b. Ninety days (90) of health insurance with the premium to be paid by ROMEOVILLE.

4. **Release.**

a. In consideration of ROMEOVILLE’s agreement to provide certain wages and benefits as set forth in this Agreement, **SCHORIE AGREES TO FULLY AND ABSOLUTELY RELEASE AND DISCHARGE ROMEOVILLE**, 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 SCHORIE may now have or claim to have, whether known or unknown from the beginning of SCHORIE’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 ROMEOVILLE ARISING UNDER FEDERAL OR STATE LAW** including, without limitations all of SCHORIE'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; The Board of Fire And Police Act; 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 or principle under which SCHORIE could assert a cause of action. **THIS AGREEMENT DOES NOT RELEASE CLAIMS OR RIGHTS THAT SCHORIE MAY HAVE UNDER THE WORKERS COMPENSATION ACT, 820 ILCS 305-1 ET SEQ.**

It is the intention of SCHORIE and ROMEOVILLE that in executing this Agreement, SCHORIE is providing a general release and that it shall be an effective bar to each and every claim, grievance, demand, and cause of action, either known or unknown, for all acts or omissions of ROMEOVILLE and its agents, jointly and separately, individually and in their representative capacities, for any injuries or damages incurred by SCHORIE occurring on or prior to the date this Agreement is executed by SCHORIE. **EXCLUDED FROM THIS WAIVER AND RELEASE IS ANY CLAIM OR RIGHT WHICH CANNOT BE WAIVED BY LAW.**

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

b. SCHORIE and her attorneys, if any, shall receive no compensation, bonuses, commissions, severance pay, employee benefits, fees, or other consideration from any Release except as specifically set forth herein.

c. SCHORIE shall return all ROMEOVILLE property including, but not limited to, vehicles, cell phones, pager(s), PDA(s), computer(s), lap top(s), keys, i.d. badge, computer disks and files, including computers, software programs, computer peripherals, electronically stored data, data storage devices and written password, prior to receiving any severance payments or benefits under this agreement.

d. Except to challenge the enforceability of the agreement, in the event SCHORIE brings any claims in violation of Paragraph 5a, SCHORIE shall pay any attorney fees incurred by ROMEOVILLE or any other Releasee to defend such claims to enforce this Agreement or otherwise to protect its rights against SCHORIE, in addition to any other damages or relief ROMEOVILLE or the Releasee may be entitled to, provided, however, that nothing in this Paragraph is intended or should be construed to mean that the release of claims under ADEA in this agreement is unenforceable or invalid, it being the intent of the parties to release all such claims. SCHORIE further agrees that she shall pay

any attorney fees and costs incurred by ROMEOVILLE or any other Releasee to enforce this Agreement or any provision contained herein.

5. **Specific ADEA and OWBPA Release.** SCHORIE acknowledges and agrees that she is waiving and releasing any rights she may have under the Age Discrimination in Employment Act of 1967, as amended. SCHORIE acknowledges that she has been informed pursuant to the Older Workers Benefit Protection Act of 1990, as amended, and the Workplace Transparency Act, as amended, that:

- a. She has read and understands the agreement and enters into the Agreement voluntarily, knowingly and without reservations or duress;
- b. She has been advised to consult with legal counsel before signing this agreement;
- c. She is not waiving rights or claims under the Age Discrimination in Employment Act that may arise after the date this Agreement is executed;
- d. She has been offered at least **twenty-one (21) days** to consider the Agreement;
- e. She is receiving consideration for the Agreement in addition to that which she would otherwise have been entitled;
- f. She may revoke this agreement by delivering written notice to the Village Manager or designee within **seven (7) days** after signing this agreement. The Agreement will not be effective until that revocation period has expired.

6. **Denial of Liability.** The parties agree that nothing herein is intended or should be construed as an admission that ROMEOVILLE or any of its employees engaged in any illegal or wrongful conduct or interfered with SCHORIE's employment, civil rights or other rights in any respect, it being understood that ROMEOVILLE expressly denies any such wrongdoing.

7. **Controlling Law.** The laws of the State of Illinois shall govern the interpretation of this agreement, and that the proper venue for resolving any dispute with respect to this agreement is the 12th Judicial Circuit of Will County, Illinois.

8. **Severability.** Should any provisions of this Agreement be held invalid or unenforceable by operation of law or otherwise, all other provisions shall remain in full force and effect, provided, further, that a court may modify any provision to make it valid and enforceable.

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

10. **Review of Agreement/Knowing and Voluntary Release.** ROMEOVILLE has advised and hereby expressly advises SCHORIE to consult with an attorney of her choosing prior to executing this Agreement which contains a general release and waiver. SCHORIE acknowledges that she fully understands her right to review this Agreement with an attorney of her choosing and has had such opportunity. SCHORIE has read and fully understands all the provisions of this Agreement and that SCHORIE is freely, knowingly and voluntarily entering into this Agreement.

11. **Recitals Adopted:** The Recitals of this Agreement are adopted as if fully set forth herein.

12. **Covenant Not to Sue/Employee Breach of Agreement:** SCHORIE promises never to file or participate in a lawsuit, arbitration, or other legal proceeding asserting any claims that are released

pursuant to this Agreement, except to enforce rights created by this Agreement. In the event that SCHORIE breaches any of her obligations under this Agreement, any outstanding obligations of ROMEOVILLE hereunder shall immediately terminate, and any payments previously made to SCHORIE pursuant to Paragraphs 2 and 3 shall be returned to ROMEOVILLE, including any attorneys' fees and costs incurred by ROMEOVILLE recovering them, whether or not a lawsuit is filed.

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

SHANNON SCHORIE,

VILLAGE OF ROMEOVILLE,

Shannon Schorie

BY: _____

DATED: 5/14/24

DATED: _____

**EXHIBIT 1
LETTER OF RESIGNATION**

I, SHANNON SCHORIE, submit my letter of resignation as an employee of the VILLAGE OF ROMEVILLE effective May 1, 2023.

Shannon Schorie
SHANNON SCHORIE

Dated: 5/14/24, 2024