

MEMORANDUM OF UNDERSTANDING
SEVERANCE AGREEMENT AND RELEASE

THIS MEMORANDUM OF UNDERSTANDING/SEVERANCE AGREEMENT AND RELEASE ("Agreement") is entered into on February_____, 2020 by among BRANDON HELTON ("HELTON"), The METROPOLITAN ALLIANCE OF POLICE ("UNION"), and THE VILLAGE OF ROMEOVILLE, its administrators, its successors and assigns (herein after collectively referred to as "ROMEOVILLE").

WHEREAS, ROMEOVILLE and UNION are signatories to a Collective Bargaining Agreement; and,

WHEREAS, HELTON has been employed by ROMEOVILLE as police officer; and,

WHEREAS, HELTON desires to voluntarily resign from his employment with Romeoville effective [DATE]; and,

WHEREAS, HELTON, UNION, and ROMEOVILLE wish to enter into this Agreement resolving all aspects of HELTON'S employment status; and,

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

1. **Resignation.** HELTON, contemporaneously with the execution of this Agreement, shall submit his irrevocable letter of resignation from employment with ROMEOVILLE. A copy of HELTON'S irrevocable letter of resignation is attached hereto and incorporated herein as Exhibit 1, and is hereby accepted by ROMEOVILLE. HELTON will remain on unpaid administrative leave until his resignation date. HELTON hereby acknowledges that he is not eligible for unemployment compensation.

2. **Basic Compensation** ROMEOVILLE shall pay HELTON the compensation that he would have earned through the resignation date of [DATE]. Those benefits are identified herein as follows:

200 vacation hours \$8,886.00 (less all statutory and voluntary deductions)

3. **Additional Compensation and Consideration.** In consideration for his separation by resignation, and the releases contained herein, ROMEOVILLE shall pay HELTON additional compensation, which HELTON would not otherwise be entitled if terminated, subsequent to the revocation period of Section 5(f) herein as follows:

a. **Lump Sum Payment:** So long as HELTON does not exercise the revocation option contained in Section 5(f) of this Agreement, ROMEOVILLE will pay HELTON the gross sum of One-Hundred Thousand and 00/100 Dollars (\$100,000.00), less all statutory and voluntary deductions. This Agreement shall fully and finally settle all claims that were or could have been asserted against ROMEOVILLE by HELTON.

b. **Sick time and Personal time:**

194.43 sick hours \$8,886.00 (less all statutory and voluntary deductions)

24 personal time hours \$1,066.32 (less all statutory and voluntary deductions)

c. Health Insurance If HELTON elects, and to the extent that HELTON is and remains eligible for, such continued coverage under COBRA or Illinois law, ROMEOVILLE will be responsible for paying the COBRA premiums through February 28, 2021. The term of COBRA eligibility begins on [DATE]. Following February 28, 2021, the Employee may continue COBRA payments himself at the normal COBRA rates which are determined at the beginning of each plan year. However, if at any time prior to February 28, 2021, HELTON becomes eligible for health insurance coverage through new employment or otherwise, regardless of premium or cost differences or differences in the comprehensiveness of coverage, the duty of ROMEOVILLE to pay HELTON'S premium payments for continued coverage shall cease.

d. Date of Payments: All sums payable thereunder shall be paid within 14 days from the execution of the Agreement. In the event the Agreement must be approved by the Village Board, payment shall be made within 14 days of the Board's approval.

4. Release.

a. In consideration of ROMEOVILLE's agreement to provide certain wages and benefits as set forth in this Agreement, **HELTON 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 HELTON may now have or claim to have, whether known or unknown from the beginning of HELTON'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 HELTON'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 HELTON could assert a cause of action. **THIS AGREEMENT DOES NOT RELEASE CLAIMS OR RIGHTS THAT HELTON MAY HAVE UNDER THE WORKERS COMPENSATION ACT, 820 ILCS 305-1 ET SEQ.**

It is the intention of HELTON and ROMEOVILLE that in executing this Agreement, HELTON 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 HELTON occurring on or prior to the date this Agreement is executed by HELTON. **EXCLUDED FROM THIS WAIVER AND RELEASE IS ANY CLAIM OR RIGHT**

WHICH CANNOT BE WAIVED BY LAW.

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

b. HELTON and his 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. HELTON 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 HELTON brings any claims in violation of Paragraph 4a, HELTON 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 HELTON, 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.

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

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

6. **Employee's And Union's Waiver And Release Of CBA And ULP Rights**

Employee and the Union waive and release their right to file a grievance/ arbitration under the provisions of the CBA relating to Employee's employment with the Employer, or the termination thereof. Employee and the Union further waive and release their right to file any unfair labor practice

with the Illinois Labor Relations Board relating to Employee's employment with the Employer, or the termination thereof.

7. **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 HELTON'S employment, civil rights or other rights in any respect, it being understood that ROMEOVILLE expressly denies any such wrongdoing.

8. **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.

9. **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,

10. **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

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

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

13. **Covenant Not to Sue/Employee Breach of Agreement:** HELTON 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 HELTON breaches any of his obligations under this Agreement, any outstanding obligations of ROMEOVILLE hereunder shall immediately terminate, and any payments previously made to HELTON pursuant to Paragraphs 1 and 2 shall be returned to ROMEOVILLE, including any attorneys' fees and costs incurred by ROMEOVILLE recovering them, whether or not a lawsuit is filed.

14. **No Precedent Created**

This Memorandum is not to be used as precedent or practice for any purpose, nor shall it operate to the prejudice of the Employer and the Union or be interpreted as a past practice.

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

VILLAGE OF ROMEOVILLE

BRANDON HELTON

BY:_____

DATED:_____

DATED:_____

UNION

BY:_____

DATED:_____

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EXHIBIT 1
LETTER OF RESIGNATION

I, BRANDON HELTON, submit my letter of resignation as an employee of the VILLAGE OF ROMEVILLE effective [DATE 2020].

BRANDON HELTON

Dated: _____, 2020

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