

EMPLOYMENT AGREEMENT

THIS AGREEMENT ("Agreement") made and entered into as of May 19, 2021 (the "Effective Date"), by and between The Village of Romeoville, an Illinois Municipal Corporation (hereinafter referred to as "Village"), and Dawn M. Caldwell (hereinafter referred to as "Caldwell").

WITNESSETH THAT:

WHEREAS, Village appointed Caldwell as its Interim Village Manager effective as of December 1, 2020, and has continuously employed Caldwell in that capacity thereafter to and including the Effective Date;

WHEREAS, Caldwell desires to be employed by the Village as its Village Manager and Village desires to employ Caldwell as its Village Manager, all upon the terms and conditions hereinafter set forth in this Agreement; and

WHEREAS, it is in the best interest of the parties to enter into an Employment Agreement on the terms and conditions hereinafter set forth in this Agreement.

NOW, THEREFORE, the Village and Caldwell, each intending to be legally bound, hereby mutually covenant and agree as follows:

1. Recitals. The foregoing recitals are incorporated herein as if fully set forth.

2. Employment and Term.

(a) Employment. Village shall employ Caldwell as its Village Manager (hereinafter "Manager") and Caldwell shall so serve, for the term set forth in Paragraph 1(b).

(b) Term. Except as otherwise provided herein, the term of Caldwell's employment under this Agreement shall be deemed to have commenced on May 1, 2021 and

shall end upon the swearing in of the members of the Corporate Authorities elected to office in 2025, subject to earlier termination as provided in Section 6.

(c) Village hereby waives any residency requirement otherwise applicable to Caldwell's employment hereunder as Manager.

3. Duties and Responsibilities. The duties and responsibilities of Caldwell are and shall be such duties as may be assigned to her or required of her by the Village President or the Corporate Authorities of the Village in the conduct of the Village's business, and as may be set forth in the applicable ordinances and policies of the Village. Caldwell recognizes that during the period of her employment hereunder, she owes an undivided duty of loyalty to the Village and agrees to devote her entire business time and attention to the performance of said duties and responsibilities and to use her best efforts to perform her duties and responsibilities on behalf of the Village.

4. Compensation. For services performed by Caldwell for the Village beginning with the pay period commencing May 1, 2021 (payable on the first regularly scheduled Village payroll date thereafter, including any necessary retroactive adjustments; in the event that the relevant pay period commences prior to May 1, 2021, then any such retroactive adjustments shall be made back to the date on which such pay period shall have commenced) and through the period of employment as provided in Section 2(b) hereof, the Village shall pay Caldwell a salary of One Hundred and Ninety Thousand and No/100 Dollars (\$190,000.00) per Contract year, payable in substantially equal installments at the same time as Village Department Heads are paid, less usual and customary withholdings, and in accordance with the Village's regular payroll practices. This salary shall be increased by the sum of two percent (2%) annually on May 1 of each calendar year during the term of this Agreement (except for May 1, 2025), provided,

however, that in the event that the Village in any calendar year during the term of this Agreement provides all or substantially all non-union employees of the Village with an annual salary increase at a rate in excess of two percent (2%) annually, Caldwell shall likewise be entitled to receive an annual salary increase at the same rate so extended to all or substantially all non-union employees of the Village; in the event that all or substantially all non-union employees receive salary increases at rates in excess of two percent (2%) annually but at various differing rates, then Caldwell shall be entitled to receive an annual salary increase at a rate equal to the average rate of salary increase extended to all or substantially all non-union employees of the Village.

5. Other Benefits. In addition to the compensation described in Paragraph 4 above, Caldwell shall also be entitled to the following:

(a) Ordinance/Employee Handbook Benefits. In addition to the benefits expressly provided for in this Agreement, Caldwell shall also be entitled to all benefits made available to Village employees from time to time pursuant to the then-applicable ordinances of the Village or the provisions of the Village's employee handbook or personnel manual.

(b) Cell phone and computer. Caldwell shall be entitled to the use of an office computer, and laptop/tablet computer at the expense of the Village at all times during the term of this Agreement. The parties acknowledge that Caldwell has provided her own cell phone for her use at her own expense, and that she shall be entitled to retain the same at all times during and after the term of this Agreement.

(c) Conference and meeting attendance. Caldwell shall be entitled to attend such conferences and professional meetings from time to time as Caldwell may deem reasonably necessary and appropriate to maintaining and developing her professional skills and to advancing the best interests of the Village, at the expense of the Village up to the amount budgeted therefor

annually by the Village. Travel and other expenses associated with such conference and meeting attendance shall be reimbursed to Caldwell consistent with then current Village ordinances and policies.

(d) IMRF Voluntary Additional Contributions; Village Sponsored Deferred Compensation Programs. Village acknowledges that Caldwell is enrolled in the Illinois Municipal Retirement Fund ("IMRF"), and that Village and Caldwell during the term of this Agreement shall make such contributions toward Caldwell's IMRF benefits as may be respectively required of them by IMRF, provided, however, that during the term of this Agreement, the Village shall in addition to the IMRF contributions otherwise required of it by applicable law contribute the sum of Six Thousand and No/100 Dollars (\$6,000.00) annually as a voluntary additional contribution ("VAC") to IMRF for Caldwell into a VAC account established by or for Caldwell with IMRF, all in accordance with the applicable IMRF rules and requirements pertaining thereto. In lieu of the aforementioned contribution to a VAC, Caldwell may, upon written notice to the Village, elect to have the Village annually contribute the sum of Six Thousand and No/100 Dollars (\$6,000.00) to an account for Caldwell within any eligible Village sponsored deferred compensation plan in accordance with the applicable rules and regulations pertaining thereto. In either case, the annual Six Thousand and No/100 Dollars (\$6,000.00) contribution to a VAC or to a Village sponsored deferred compensation plan shall remain fixed for the term of this Agreement and shall not be subject to the annual compensation increases provided for in Section 4 of this Agreement.

(e) Holidays, Vacation days, sick leave and personal time. Caldwell shall be entitled to receive and accrue holidays, vacation days, sick leave and personal time in accordance with and to the extent permitted by then current Village ordinances and policies, provided,

however, that in the event Village terminates Caldwell's employment, Caldwell shall be compensated for vacation days, sick leave and personal time as provided for in Section 6 of this Agreement.

(f) Expense reimbursement. Reimbursement of business-related expenses incurred by Caldwell in the course of the performance of her duties hereunder shall be made in accordance with the then current Village ordinances and policies.

(g) Payments to estate. In the event of Caldwell's death during the term of this Agreement or at any relevant time thereafter, Village shall make payment of any sums due and owing to Caldwell under this Agreement to Caldwell's estate or to such beneficiaries as she may have designated in any appropriate instrument lodged with the Village or otherwise which is effective for such purpose.

6. Termination and Suspension.

(a) Caldwell acknowledges that prior to the Effective Date, she has served as Interim Village Manager on an at-will basis at the pleasure of the Corporate Authorities of the Village, and that she shall continue to serve as Village Manager on an at-will basis during the term of this Agreement. Subject to the provisions of this Agreement, and notwithstanding any contrary provisions of the Village Code of Ordinances or the Village Employee Handbook, Village may terminate the employment of Caldwell hereunder at any time and for any reason, with or without Cause, as such term is hereinafter defined. Likewise, subject to the provisions of this Agreement, Caldwell may resign from her employment with Village at any time and for any reason. As used in this Agreement, "Cause" means (i) willful misconduct or malfeasance by Caldwell in connection with or during the course of her employment, (ii) Caldwell being convicted of, pleading guilty to or pleading no contest to any felony offense, or any

misdemeanor offense involving moral turpitude, dishonesty or false statements or drugs or controlled substances, or (iii) Caldwell's substantial and repeated failure to perform her duties under the applicable provisions of this Agreement, or under the applicable provisions of the Village Code of Ordinances or the Illinois Compiled Statutes.

(b) In the event that Caldwell is terminated by the Village without cause, the Village agrees, (i) for the period of time beginning with her termination and ending on that date which is twenty (20) weeks thereafter, to continue paying Caldwell her then-current salary as provided for herein, (ii) for a period of one (1) year from the date of termination, to continue providing Caldwell with the same health insurance coverage and life insurance coverage as was provided to Caldwell under this Agreement immediately prior to such termination, (iii) to pay Caldwell that sum of money equal to the value of her unused vacation time, personal time and sick time accrued prior to the date of termination, and (iv) to provide to Caldwell all benefits made available to Village employees from time to time pursuant to the then-applicable ordinances of the Village or the provisions of the Village's employee handbook or personnel manual (collectively, the "Termination Benefits"). If a termination occurs without cause both parties agree not to disparage the other party in any manner. The parties acknowledge that pursuant to Chapter 31.11 of the Village Code of Ordinances, the Village may only terminate Caldwell from her employment by a majority vote of the Village Board of Trustees. In the event that the Village intends to bring the question of Caldwell's termination without cause to a vote at a meeting of the Village Board of Trustees, the Village shall provide Caldwell with not less than ten (10) days prior written notice of such intention. During this ten (10) day notice period prior to the consideration of Caldwell's termination without cause at a Village Board meeting, Caldwell shall have the right to submit her written resignation to the Village President, in which

case Caldwell will be deemed to have voluntarily resigned but shall retain all Termination Benefits as set forth in this Section 6(b). Except as specifically set forth in this Section 6(b), Caldwell shall not otherwise be entitled to any payments or benefits from Village after termination, including but not limited to Village contributions toward IMRF benefits. Notwithstanding any contrary term or provision of this Agreement, Caldwell's receipt of the Termination Benefits set forth in this Section 6(b) shall be subject to the execution and subsequent non-revocation by the parties of a Resignation and Severance Agreement in substantially the form attached hereto and incorporated herein as Exhibit A.

(c) In the event that Caldwell is terminated by the Village for cause, Caldwell shall only be entitled to receive payment for unused vacation time, sick time and personal time accrued prior to the date of termination, to all benefits made available to Village employees from time to time pursuant to the then-applicable ordinances of the Village or the provisions of the Village's employee handbook or personnel manual and any benefits to which she may be entitled under applicable State or Federal law. If Caldwell resigns under threat of termination for cause the Parties agree not to disparage each other except by reference to matters which are of general public knowledge. The parties acknowledge that pursuant to Chapter 31.11 of the Village Code of Ordinances, the Village may only terminate Caldwell from her employment by a majority vote of the Village Board of Trustees. In the event that the Village intends to bring the question of Caldwell's termination for cause to a vote at a meeting of the Village Board of Trustees, the Village shall provide Caldwell with not less than ten (10) days prior written notice of such intention. During this ten (10) day notice period prior to the consideration of Caldwell's termination for cause at a Village Board meeting, Caldwell shall have the right to submit her written resignation to the Village President, in which case Caldwell will be deemed to have

voluntarily resigned but will only be entitled to receive the payments and benefits set forth in this Section 6(c).

(d) In the event that Caldwell voluntarily resigns from her employment with the Village on or before the end of the period of employment as provided in Section 2(b) hereof, Caldwell shall provide the Village with thirty (30) days prior written notice, subject to the contrary written agreement of the parties. In the event of Caldwell's resignation, Caldwell shall only be entitled to receive payment for unused vacation time, sick time and personal time accrued prior to the date of termination, to receive all benefits made available to Village employees from time to time pursuant to the then-applicable ordinances of the Village or the provisions of the Village's employee handbook or personnel manual, and to receive any benefits to which she may be entitled under applicable State or Federal law.

(e) In the event that the Village, as of the end of the period of employment as provided in Section 2(b) hereof, has neither terminated Caldwell from her employment under this Agreement or lawfully extended to Caldwell a written offer to continue her employment with Village upon terms and conditions that are at least substantially equivalent to the terms and conditions contained herein, Caldwell shall thereafter be entitled to voluntarily resign from her employment with the Village, but shall in such a case be entitled to receive from the Village the Termination Benefits contemplated under Section 6(b) hereof, except that in such a case Caldwell shall only be entitled to receive her then-current salary for a period of twenty (20) weeks commencing with the date of her resignation, or until such date on which Caldwell shall first become eligible to receive an IMRF pension, whichever shall first occur, and in such a case such Termination Benefits shall likewise be subject to the conditions set forth in Section 6(b) hereof, including but not limited to the execution and subsequent non-revocation by the parties

of a Resignation and Severance Agreement in substantially the form attached hereto and incorporated herein as Exhibit A.

(f) Nothing contained in sub paragraphs (a) or (c) of this Section 6 shall be interpreted to waive, release or compromise Caldwell's rights to pursue claims available in consequence of laws prohibiting discrimination and/or retaliation, all such rights being specifically and fully retained.

(g) Where the above provisions of this Section 6 otherwise require the payment to Caldwell of any amounts of money representing the value of accrued but unused vacation time, personal time or sick time, the parties acknowledge that such accrued but unused time shall include all such time accrued by Caldwell during the entire period of her employment with the Village to the Effective Date and thereafter during her continued employment with the Village, and shall not be limited to such time accrued solely during the period of Caldwell's employment with the Village as its Village Manager.

(h) The Village President shall have the authority hereunder to suspend Caldwell from her employment for a period not to exceed ninety (90) days for such reasons as the Village President may deem such a suspension to be necessary, provided, however, that Caldwell shall continue to receive all compensation and other benefits to which she is entitled under this Agreement during any such suspension, and provided further, that such a suspension may be further extended or terminated by action of the Village Board of Trustees.

7. Appropriation. The Village Board shall appropriate each fiscal year such sums as are necessary to perform the Village's obligations under this Agreement.

8. Binding Effects. This Agreement shall be binding upon and inure to the benefit of the heirs and representatives of Caldwell and the successors and assigns of the Village.

9. Tax Withholding. The Village may withhold any taxes required to be withheld by federal, state, or local law with respect to any payment in cash, and/or other property made by or on behalf of the Village to or for the benefit of Caldwell under this Agreement or otherwise.

10. No Assignment. Except as otherwise expressly provided herein, this Agreement is not assignable by any party and no payment to be made hereunder shall be subject to anticipation, alienation, sale, transfer, assignment, pledge, encumbrances or other charge.

11. Execution in Counterparts. This Agreement may be executed by the parties hereto in two (2) or more counterparts, each of which shall be deemed to be an original, but all such counterparts shall constitute one and the same instrument, and all signatures need not appear on any one counterpart.

12. Jurisdiction and Governing Law. Jurisdiction over disputes with regard to this Agreement shall be exclusively in the courts of the State of Illinois; venue for any such action shall be the Circuit Court of the Twelfth Judicial Circuit, Will County, Illinois and this Agreement shall be construed and interpreted in accordance with and governed by the laws of the State of Illinois.

13. Severability. If any provision of this Agreement shall be adjudged by any court of competent jurisdiction to be invalid or unenforceable for any reason, such judgment shall not affect, impair or invalidate the remainder of this Agreement.

14. Waiver. The waiver of any party hereto of a breach of any provision of this Agreement by any other party shall not operate or be construed as a waiver of any subsequent breach.

15. Amendment. No change, alteration or modification hereof may be made except in writing, signed by each of the parties hereto.

16. Construction. The language used in this Agreement will be deemed to be the language chosen by Village and Caldwell to express their mutual intent and no rule of strict construction shall be applied against any person. Wherever from the context it appears appropriate, each term stated in either the singular or plural shall include the singular and the plural, and the pronouns stated in either the masculine, the feminine or the neuter gender shall include the masculine, feminine or neuter. The headings of the Sections of this Agreement are for reference purposes only and do not define or limit and shall not be used to interpret or construe the contents of this Agreement.

17. Indemnification. Village will indemnify Caldwell as required pursuant to the applicable provisions of the Local Governmental and Governmental Employees Tort Immunity Act. This provision shall survive Caldwell's termination for acts or omissions during term of his employment.

18. Entire Understanding. This Agreement constitutes the entire understanding between the parties relating to Caldwell's employment hereunder and supersedes and cancels all prior written and oral understandings and agreements with respect to such matters.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the day and year first above written.

VILLAGE:

CALDWELL:

Village of Romeoville, an Illinois
Municipal Corporation

By: _____
Village President

Dawn M. Caldwell

ATTEST:

Deputy Village Clerk

EXHIBIT A

RESIGNATION AND SEVERANCE AGREEMENT AND RELEASE OF ALL CLAIMS

This Resignation and Severance Agreement and Release of Claims (the "Agreement") is entered into between the Village of Romeoville, (the "EMPLOYER"), and Dawn M. Caldwell, ("EMPLOYEE") this_____ day of _____, 20__.

PREAMBLE

WHEREAS, it is the desire of the EMPLOYER and EMPLOYEE to settle and resolve all the terms of EMPLOYEE'S separation from employment with the EMPLOYER and to fix and determine the rights of each party with regard to EMPLOYEE'S voluntary resignation from said employment, as Village Administrator, and all related matters, including but not limited to payment of severance and temporary continuation of certain benefits provided for under an Employment Agreement entered into between the parties on May 19, 2021, any disputes existing between them as of the effective date of this Agreement, any claims that could be brought by EMPLOYEE against the EMPLOYER, and/or any claims that the EMPLOYER could bring against EMPLOYEE in relation to the at-will-employment relationship between EMPLOYEE and the EMPLOYER and the termination of that relationship; and

WHEREAS, the considerations exchanged herein do not constitute and shall not be interpreted as an admission of liability or of any sort of wrongdoing on the part of EMPLOYEE or the EMPLOYER, or as any violation of any federal, state or local statute, ordinance, regulation, order or common law; and

WHEREAS, it is in the best interests of both parties to enter into this Agreement.

NOW, THEREFORE, IN CONSIDERATION of the payment of money, and the making of mutual promises and covenants hereinafter contained, the receipt and sufficiency of which is acknowledged, the EMPLOYER and EMPLOYEE agree as follows:

1. The initial statements contained in the Preamble are incorporated into this Section 1 as if fully set forth herein and are material terms of this Agreement. EMPLOYEE and the EMPLOYER acknowledge and agree that this Agreement supersedes any and all prior agreements, representations or understandings between the parties, whether written or oral, specifically including without limitation all terms, conditions and provisions contained in a

document made between EMPLOYEE and the EMPLOYER entitled "Employment Agreement" which is dated May 19, 2021, and which was approved by the Corporate Authorities of the EMPLOYER.

2. EMPLOYEE acknowledges and agrees that this Agreement constitutes her voluntary, unconditional and irrevocable resignation of his employment with the EMPLOYER, which resignation of employment shall become effective on _____, 20____ ("Resignation Date"), provided the EMPLOYER approves of this Agreement on _____, 20____. EMPLOYEE agrees to execute this Agreement and deliver it to the EMPLOYER President prior to the commencement on the _____, 20____ Village of Romeoville Board Meeting. Under the terms of this Agreement, EMPLOYEE relinquishes any and all rights to employment or re-employment with the EMPLOYER in any capacity or position.

3. EMPLOYEE'S Resignation Date shall constitute a qualifying event for purposes of the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA). A notification of COBRA rights is attached hereto as Exhibit 1.

4. In accordance with Section 8 of the Employment Agreement, EMPLOYEE agrees to return all building keys and all other EMPLOYER property (including but not limited to the EMPLOYER-owned automobile, if any, issued to EMPLOYEE, the car keys, etc.) in her possession, custody or control to the EMPLOYER Clerk by 5:00 p.m. on the date that she tenders this Agreement (which has been signed by her) to the EMPLOYER President, or his or her designee (the "Tender Date").

5. The EMPLOYER agrees to allow EMPLOYEE access to her former office and any storage area or filing cabinets within the EMPLOYER Village Hall which contains her personal property or non-confidential public records on the Tender Date to collect and pack up her personal property and to identify and/or make copies of said public records. EMPLOYEE shall identify the public records that she desires copies of, and she along with the assistance of an EMPLOYER staff member shall make copies of said records. EMPLOYEE will remove her personal property from the EMPLOYER Village Hall during normal business hours or after business hours (if preferred) on the Tender Date and will obtain copies only of those public records that have been reviewed and determined by the EMPLOYER President and the EMPLOYER Attorney, in their discretion, to be non-confidential and/or nonexempt under the

Freedom of Information Act (5 ILCS 140/1 *et seq.*) (“FOIA”). The EMPLOYER President and the EMPLOYER Attorney shall timely review all of the copies of such public records, prior to their release, to ensure compliance with the terms of this Agreement. EMPLOYEE shall not remove any public record (as defined under FOIA) or any other document or information that is deemed to be confidential (under any legal principle or privilege) or deemed exempt from disclosure under any of the exceptions set forth in Section 7 of FOIA, as determined by the EMPLOYER President and the EMPLOYER Attorney, in their discretion. The EMPLOYER Attorney shall be present on the Tender Date during EMPLOYEE’S removal of her personal property and copies of any non-confidential or nonexempt public records to ensure compliance with the terms of this Agreement.

6. In accordance with the Illinois Personnel Record Review Act (820 ILCS 40/1, *et seq.*) the EMPLOYER shall provide EMPLOYEE with a complete and accurate copy of her personnel file not later than the date on which the Corporate Authorities of the Employer authorize the execution of this Agreement.

7. The EMPLOYER shall provide the severance payments, accrued employee benefits and continued benefits to EMPLOYEE as provided for and in accordance with the terms of Sections 6(b) and 6(e) of the Employment Agreement. The severance payments shall be paid to EMPLOYEE on the same schedule she received payment of salary prior to the Resignation Date for the period referred to in Section 6(b) of the Employment Agreement.

8. Provided the EMPLOYER satisfied its payment of severance and employee benefit obligations hereunder, one (1) business day after the expiration of the aforementioned seven (7) calendar day revocation period for revoking this Resignation, Severance Agreement and Release of Claims, the following release shall be effective: EMPLOYEE releases and forever discharges, for herself and her spouse, past, current or future, if any, her children living or unborn, if any, her heirs, successors, assigns, transferees, executors and representatives of any kind, the EMPLOYER, its former, current and future appointed and elected officials, officers, trustees, employees, attorneys and agents, its successors in interest, transferees and assigns, and any other person action or purporting to act in or on behalf of the EMPLOYER of and from any and all claims, grievances, demands, rights, liabilities, duties, debts, sums of money, back pay, compensation of any kind, contracts, agreements, suits, controversies, reckonings, responsibilities, accounts, promises, damages, actions and causes of action of any kind, nature

or description, whether known or unknown, foreseen or unforeseen, direct or indirect, whether contract, tort or otherwise, whether legal, administrative or equitable, that EMPLOYEE has or may have against the EMPLOYER, arising or accruing at or before the time and date of payment of the lump sum severance payment and the employee benefits provided for under this Agreement and arising out of her employment with the EMPLOYER or the resignation of her employment with the EMPLOYER, including but not limited to claims under the Age Discrimination in Employment Act, as amended, the Illinois Human Rights Act, as amended, the Civil Rights Act of 1964, as amended, the Employee Retirement Income Security Act, as amended, the Americans with Disabilities Act, as amended, the Family and Medical Leave Act, as amended, the Illinois Wage Payment and Collection Act, as amended, the Constitution of the United States, as amended, the Constitution of the State of Illinois of 1970, as amended, or any other federal or State of Illinois statute, regulation or local ordinance of the common law of any state, including, without limiting the generality of the foregoing, any and all direct or indirect claims, including additional claims for costs, sanctions or attorneys' fees.

Provided EMPLOYEE has satisfied her obligations hereunder, one (1) business day after the expiration of the aforementioned seven (7) calendar day revocation period for revoking this Resignation, Severance Agreement and Release of Claims, the following release shall be effective: the EMPLOYER releases and forever discharges EMPLOYEE of and from any and all claims, debts, obligations, liabilities, causes of action of any kind, nature or description, whether known or unknown, foreseen or unforeseen, direct or indirect, whether contract, tort or otherwise, whether legal, administrative or equitable, relating to employment compensation, arising or accruing at or before the time and date of payment of the lump sum severance payment and the employee benefits provided for under this Agreement.

This release shall not apply to any claims of either party arising or accruing after the effective date of this Agreement, to any unemployment compensation claim brought by or any COBRA benefits sought by EMPLOYEE and shall not be construed so as to bar any actions by either party to enforce the terms of this Agreement.

9. Subject to any applicable exception set forth in FOIA, as amended, EMPLOYEE and the EMPLOYER acknowledge that this Agreement is a public record, as that term is defined under the current FOIA and, therefore, is subject to inspection and copying by the public if requested pursuant to a FOIA request.

10. EMPLOYEE agrees that her portion of the tax liability which may result from the payment of money as set forth in this Agreement rests with her alone.

11. The parties agree that this Agreement shall be admissible in evidence in any action in which the terms of this Agreement are sought to be enforced. Except in regard to any action brought to

enforce the terms of this Agreement or any COBRA benefits sought by EMPLOYEE, it is expressly understood and agreed by the parties that this Agreement may be pleaded as a complete defense to, and in bar of, any claim or legal, administrative or other kind of action or proceeding brought, maintained or conducted by either party in connection with or on account of any of the matters covered by this Agreement.

12. EMPLOYEE and EMPLOYER agree that the provisions of this Agreement are severable and, if any part is found unenforceable or illegal, the remaining terms and provisions shall be valid and enforceable.

13. The language of this Agreement shall be construed as a whole, according to its fair meaning, and not strictly for or against either of the parties to this Agreement.

14. This Agreement shall be binding upon, and inure to the benefit of, EMPLOYEE, her heirs, executors, administrators, representatives, successors, transferees and assigns, and the EMPLOYER and its former, current and future elected and appointed officers, officials, trustees, employees, agents, attorneys, transferees, assigns and successors-in-interest.

15. Pursuant to the Age Discrimination in Employment Act, as amended, this Agreement shall become effective and enforceable seven (7) calendar days after it is executed by EMPLOYEE, which shall be the "effective date" of this Agreement, provided that the EMPLOYER executes this Agreement within said seven (7) calendar day period. EMPLOYEE may revoke his acceptance of this Agreement any time within the period of seven (7) calendar days following the date of his execution of this Agreement. If any of the signatories to this Agreement shall fail to execute this Agreement, or if EMPLOYEE revokes his acceptance within the aforesaid seven (7) calendar day period, the Agreement shall be null and void in its entirety.

16. EMPLOYEE acknowledges that she fully understands all of the terms, conditions, provisions and obligations of this Agreement, that she was not coerced into signing it, that she was represented by an attorney of her own choosing during the negotiation of this Agreement, and that she executed this Agreement voluntarily and with full knowledge and understanding of the meaning and significance of its terms, conditions, provisions and obligations. **EMPLOYEE voluntarily agrees and consents to waive the twenty-one (21) day review period for this Agreement as provided for under the Age Discrimination in Employment Act, as amended.**

IN WITNESS WHEREOF, the EMPLOYER, pursuant to the authority granted by the passage of a Resolution by its Board of Trustees, has caused this Resignation and Severance Agreement and Release of all Claims to be executed by the EMPLOYER President and attested by the Village Clerk, and the EMPLOYEE has voluntarily executed the Agreement (and her signature has been verified by a Notary Public) on the respective dates set forth below.

STEPHEN J. CALDWELL

VILLAGE OF ROMEOVILLE

By: _____
Dawn M. Caldwell

By: _____
Village Mayor

Date: _____

Date: _____

ATTEST:

By: _____
NOTARY PUBLIC

By: _____
VILLAGE Clerk

Date: _____

Date: _____

