

SEPARATION AGREEMENT AND RELEASE

This Separation Agreement and Release (“Agreement”) is entered into by and between Justine Bruno (“Employee” or “Bruno”) and the Village of Homewood, Illinois (the “Village”). The Parties agree that:

1. **Separation Date.**

- a. Bruno’s employment relationship with the Village as a probationary employee ended effective close of business on June 6, 2022.
- b. Bruno acknowledges that she is not eligible for recall or rehire in the future and she agrees that the Village will not be required to process any employment application she may submit in the future.
- c. Bruno will receive her full salary and benefits through and including her Separation Date. Bruno’s final paycheck will be provided to her in accordance with the Village’s normal payroll procedures. This final paycheck will be provided to Bruno whether she accepts the terms of this Agreement or not.
- d. Bruno is encouraged to review this Agreement and consult with counsel before signing. Bruno is hereby notified that she may accept the terms of this Agreement by signing it on or before close of business on Monday, June 27, 2022. If Bruno has not accepted these terms, the Village will respect her decision and these terms should be considered to be withdrawn. Whether Bruno accepts and signs this Agreement or not, her employment relationship with the Village will end as of close of business on the Separation Date (June 6, 2022).

2. **Separation Benefits/Consideration.** If Bruno signs and complies with all terms of this Agreement, she shall receive the following benefits and other privileges from the Village in return as consideration for her promises herein:

- a. Prior to her Separation Date, Bruno received payment for approximately 30 hours of vacation time off that she had not yet earned and this is considered an overpayment. The Village agrees to excuse Bruno’s obligation to repay this overpayment following the Separation Date.
- b. If Bruno submits a written notice of voluntary resignation, the Village will place Bruno’s memorandum of resignation in her personnel file and treat her separation from employment with the Village as a voluntary resignation and not a termination. It is the hope of the Village that this will assist Bruno in her search for employment with another business entity after her Separation Date. Regardless of the label placed on this decision, the Employee’s Separation Date will remain June 6, 2022.

- c. As further consideration, Bruno will receive a lump sum payment equal to the amount of base salary that Bruno would have received had she continued working beyond the Separation Date through and including June 30, 2022. This payment is referred to as the “Severance Payment” and it will be subject to normal and legally required payroll and other authorized deductions. It is understood that Employee will not be permitted or authorized to perform any services beyond her Separation Date (June 6, 2022). This Severance Payment will be paid to Bruno within ten (10) calendar days of the date that Bruno returns a fully executed Agreement to the Employer’s Village Manager.
- d. As of the Separation Date, Employee’s participation in the benefit programs or policies available to other Village employees will permanently end, except as required by law and/or as expressly provided in this Agreement.
- e. Pursuant to the terms of the Village’s group health insurance program, Employee’s participation in the Village’s group health insurance program (for Employee and her eligible dependents) may continue through June 30, 2022 as if she were actively working. Additionally, a letter will be mailed to Bruno at her last known address that describes her rights and obligations under the COBRA laws if she elects to continue her health insurance coverage. As additional consideration for Employee’s promise in this Agreement, the Employer will provide Employee a payment equal to Six Hundred Twenty Eight Dollars and No Cents which is the COBRA premium cost amount that the Village would have paid on behalf of Employee to obtain COBRA coverage during the month of July, 2022 (assuming Employee paid her share if the costs involved during July, 2022 as if she were actively working).
- f. Regardless of the label placed on the end of the employment relationship between the Village and the Employee, the Village agrees that it will notify the Illinois Department of Employment Security (“IDES”) that the employment relationship was terminated by the Village for reasons other than “misconduct” as referenced in Section 602A of the Illinois Unemployment Insurance Act. Additionally, even if Employee exercises her right to submit a notice of voluntary resignation (as allowed pursuant to Section 2(b) above), the Village agrees that it will not protest Employee’s claim for unemployment due to her resignation decision. This paragraph will be construed to the fullest extent permitted by law and any final determination about whether Bruno may receive unemployment benefits is made by the IDES as provided by law.
- g. If any third party/prospective employer contacts the Village Manager to inquire about the Employee’s employment history with the Village, he will provide a neutral reference confirming only Bruno’s dates of employment and the fact that she held the position of Assistant Village Manager while employed by the Village.

3. **General Release.** By signing this Agreement and receiving the consideration described above, and subject to any vested interests, claims that can't be waived as a matter of law, and her right to enforce this Agreement, Bruno hereby fully releases and forever discharges the Village (and all of the "Released Parties" as defined below) from any and all claims or liability of any kind arising out of or relating in any way to her employment with and separation of employment from the Village, as well as any other occurrence up to and including the date of her signature on this Agreement including, but not limited to, any claim arising under the Illinois Human Rights Act, 775 ILCS 5; the Wage Payment and Collection Act, 820 ILCS 115; the Equal Pay Act of 2003, 820 ILCS 112; the Whistleblower Reward and Protection Act, 740 ILCS 175; the Whistleblower Act, 740 ILCS 174; the Illinois Public Labor Relations Act, 5 ILCS 315; the Age Discrimination in Employment Act of 1967, as amended (the "ADEA"), 29 U.S.C. § 621, et seq.; Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, et seq.; the Rehabilitation Act of 1973, 29 U.S.C. § 701 et seq.; the Americans with Disabilities Act, 42 U.S.C. § 12101 et seq.; the Americans with Disabilities Act and its amendments; the Family and Medical Leave Act of 1993, as amended, 29 U.S.C. § 2601, et seq.; all claims under 42 U.S.C. §§ 1981, 1983, 1985, 1988; all tort claims; all claims for wrongful discharge; all claims based on actual or implied contract; all claims for retaliatory or constructive discharge; all civil rights claims, and all amendments to the foregoing statutes, federal common law, state common law; and claims under any other federal, state or local statute, law, ordinance, regulation or order. It is the intention of and the Village that in executing this Agreement, Bruno 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 the Village and its agents, employees, elected officials and representatives, jointly and separately, individually and in their representative capacities, for any injuries suffered by her and occurring on or prior to the date this Agreement is executed by her.

For purposes of this Agreement, the phrase "Released Parties" includes: the Village, the Village's Board of Trustees, the Mayor/President of the Village, and any and all of its/their affiliated or related entities, beneficiaries, predecessors, successors, heirs and assigns and past, present and future directors, officers, members, agents, attorneys, employer representatives, elected officials, trustees, attorneys, administrators, command staff members, and its/their fiduciaries and insurers, jointly and severally, in their individual, fiduciary and corporate capacities.

4. **Medicare Representations.** Employee hereby warrants and represents that Employee presently is not, nor has she ever been enrolled in Medicare Part A or Part B or applied for such benefits, and that Employee has no claim for Social Security Disability benefits nor is Employee appealing or re-filing for Social Security Disability benefits. The Employee further warrants and represents that the Employee did not incur any physical injuries or receive medical care arising from or related to any of the claims released by this Agreement. Finally, the Employee warrants and represents that Medicare has not

made any payments to or on behalf of the Employee nor has the Employee made any claims to Medicare for payments of any medical bills, invoices, fees or costs.

5. **Protected Rights.** Nothing in this Agreement prohibits either Party from communicating with any government agency filing a complaint with a government agency or otherwise participating in any investigation or proceeding that may be conducted by any government agency. This Agreement also does not limit Employee's right to receive any reward from a government-administered reward program for providing information directly to a government agency. However, Employee further waives any right to any form of damages (including but not limited to lost wages compensatory damages liquidated damages or punitive damages) reinstatement attorneys' fees and costs, or other remedy in any action brought by Employee or on behalf of Employee. Employer shall not subject Employee to retaliation for exercising Employee's rights under this Section #5.
6. **Acknowledgments.** Bruno agrees that upon receipt of the payments and other consideration referenced in Paragraph #2, she: (i) has been paid for all hours worked including any wages, wage supplements, vacation benefits or final compensation available based on the state or federal wage and hour laws; and (ii) has not suffered any on-the-job injury for which she has not already filed a claim prior to her Separation Date.
7. **Non admissions Clause.** The facts and terms of this Agreement are not an admission by the Village or Bruno of liability or other wrongdoing under any law. Additionally, the Parties agree that neither this Agreement nor any of its terms will not be introduced against the Village or any of the Released Parties in any other matter. This Agreement constitutes the complete agreement between Bruno and the Village. No other promises or agreements, either express or implied, shall be binding upon such parties unless reduced to writing and signed by the parties.
8. **Acknowledgment of Release.** Bruno acknowledges that she has knowingly and voluntarily signed and entered into this Agreement, and that she has been provided an adequate period of time to review and consider this Agreement before signing it. Bruno also acknowledged that there is nothing in this Agreement that is binding on the Village or any of the Released Parties unless this Agreement and all of its terms are approved by authorized representatives of the Village's Board of Trustees, as confirmed by the Village representative's signature below.

VOLUNTARILY & FREELY AGREED TO BY:

JUSTINE BRUNO

**VILLAGE OF HOMEWOOD,
ILLINOIS**



6/27/2022

Its: Village Manager

Date

6/27/2022

Date