

EMPLOYMENT RESIGNATION AND RELEASE AGREEMENT

This EMPLOYMENT RESIGNATION AND RELEASE AGREEMENT ("Agreement") is made this 29th day of April, 2025, by and between JACKIE TRAYNERE (hereinafter referred to as "Employee") and the DUPAGE TOWNSHIP, ILLINOIS, a municipal corporation (hereinafter referred to as the "Township"). (Employee and the City are hereinafter sometimes collectively referred to as "the Parties.")

WHEREAS, Employee hereby voluntarily resigns from her position of employment as Administrator of the DuPage Township, effective April 30, 2025 (the "Resignation Date"); and

WHEREAS, Employee has been tendered this Employment Resignation and Release Agreement on April 29, 2025, has been given at least twenty-one (21) days to review the releases contained in this Agreement and has been advised to consult with an attorney regarding this Agreement; and

WHEREAS, the Township and Employee now desire to mutually set forth the terms of Employee's resignation from employment with the Township.

NOW, THEREFORE, in consideration of the foregoing recitals and their mutual promises set forth herein, the Township and Employee hereby agree as follows:

1. Resignation of Employment. The Employee hereby resigns her employment with the Township, effective April 30, 2025 ("Resignation Date").

Employee acknowledges that effective April 30, 2025, Employee been completely relieved of all obligations and authority to perform services on behalf of the Township. Employee agrees to return all of the Township's property, keys, identification badge(s), etc., that she has in her possession or under her control as of April 30, 2025. Employee shall return or otherwise surrender possession of all Township technology resources (including computers, software programs, computer peripherals, electronically stored data [including all client confidences and/or attorney work product, data storage devices, keys, and written passwords]) in her possession, custody or control as of April 30, 2025.

Employee acknowledges that, as of the Resignation Date Employee will have removed all of her personal property from the Township premises. The parties agree to mutually identify a date or dates certain prior to Employees Resignation Date on which Employee will be able to retrieve and remove all of her personal property from the Township premises.

2. Employment Separation Benefits. The parties agree that as of Employee's Resignation Date, Employee will be entitled to payment of all accrued and unused vacation, sick and compensatory leave benefits acquired by law, along with any other leave benefits provided under the Township's practices and policies that are required to be paid as final compensation under the Illinois Wage Payment and Collection Act. Such payment shall be subject to all regular withholdings and deductions and the net amount after such withholdings and deductions shall be payable to Employee on the first regular payroll date following Employee's Resignation Date.

As consideration for entering into this Agreement and the waiver of rights and release contained herein, and provided Employee timely executes this Agreement, does not revoke her acceptance, as set forth in Paragraph 8 below, and fully complies with her obligations under this Agreement, and provided this Agreement is effective as set forth in Paragraph 8 below, the Township shall pay the following payments:

- A. Payment to Employee of four (4) weeks of aggregate salary as severance ("Severance Pay") to be paid following Employee's Resignation Date in the same manner as other employees of the Township or until part-time professional employment is gained by the Employee, whichever arises first. All other employment benefits shall cease on the Resignation Date.
- B. Employee's unused 27.41375 days of sick time will not be paid out but can be used for obtaining additional IMRF service credit upon retirement pursuant to Section 3.2 of the Township's Employee Handbook.
- C. The Township agrees not to contest Employee's eligibility for unemployment compensation benefits for periods after the Resignation Date. However, Employee acknowledges that the Illinois Department of Employment Security ("IDES") is the determining authority with respect to Employee's eligibility for unemployment benefits and the Township is not responsible for any determinations made by the IDES with respect to Employee's eligibility for unemployment benefits.
- D. Employee acknowledges and agrees that Employee is not entitled to any other severance payments or severance benefits except as provided in this paragraph 2.

3. Valid Consideration. Employee and Township acknowledge that certain of the Township's payments (in particular, Severance Pay and waiver of ability to contest unemployment) described hereinabove is not required by the Township's policies or procedures or any contractual obligation and is offered by the Township solely as consideration for this Agreement, along with the mutual promises contained herein. The Parties acknowledge that these constitute good and adequate consideration.

4. Waiver of Rights Under the Age Discrimination in Employment Act. In consideration of the Township's obligations contained in paragraph 2, hereinabove, Employee does hereby knowingly and voluntarily waive, release, satisfy, and forever discharge the Township and all of its officers, board members, trustees, employees, insurers, reinsurers, predecessors, successors, assigns, agents, attorneys, and representatives (past, present and future) (hereinafter the "Released Parties"), of and from any and all claims, actions, causes of action, demands and liabilities of any kind or character whatsoever, in law or in equity, which Employee ever had or now has against said above-named persons and entities or any of them, for, upon or by reason of any rights arising prior to the date at this Agreement under the **Age Discrimination in Employment Act** (42 U.S.C. § 621 *et seq.*). It is the intent of the Township and Employee that

this be a full, complete and general release of the Employee's rights arising prior to the date of this Agreement under the **Age Discrimination in Employment Act**.

5. General Release. In addition to the waiver of rights set forth above and as a material inducement for the Township to enter into this Agreement, Employee does hereby remise, release, acquit, satisfy, and forever discharge the Township and all of its officers, board members, trustees, employees, insurers, reinsurers, predecessors, successors, assigns, agents, attorneys, and representatives (past, present and future) (hereinafter the "Released Parties"), of and from any and all claims, actions, causes of action, demands and liabilities of any kind or character whatsoever, in law or in equity, which Employee ever had, now has, or which any personal representative, successor, heir or assign of Employee, hereafter can, shall or may have, against said above-named persons and entities or any of them, for, upon or by reason of any matter, cause or thing arising out of Employee's employment with the Township. It is the intent of the Township and Employee that this be a full, complete and general release. It is also the intent of the Township and Employee that this Agreement releases all claims of Employee, including specifically, without limitation, any and all claims or causes of action for employment discrimination; any other claims or causes of action arising under, or any conduct which violates, the Consolidated Omnibus Budget Reconciliation Act of 1985; Title VII of the Civil Rights Act of 1964; the Americans with Disabilities Act; the Rehabilitation Act of 1973; 42 U.S.C. §§ 1981, 1983 or 1985; the Civil Rights Act of 1991; the Illinois Human Rights Act; the Illinois Workers' Compensation Act; or any other provision of the Illinois Constitution or any provision of the Constitution of the United States; the Employee Retirement Income Security Act of 1974; the Illinois Insurance Code; the Fair Labor Standards Act; the Family Medical Leave Act; the National Labor Relations Act; or any other statute, ordinance, rule or regulation of any state, federal, county, or municipal government regulating any aspect of the employment relationship; any and all claims or causes of action for breach of contract or breach of personnel policies or employee handbooks; promissory estoppel; infliction of emotional distress; invasion of privacy; wrongful or retaliatory discharge; defamation; libel; slander; any act contrary to the public policy of Illinois; or any other violation of the common law of Illinois or of any other state; any and all claims or causes of action for wages, vacation pay, or benefits, including, but not limited to, all claims that may be waived arising under, or based on any conduct which violates the Illinois Wage Payment and Collection Act; any and all claims or causes of action which were or could have been asserted as arising under the Illinois Personnel Records Review Act; and any claims which might be asserted in any way related to Employee's employment.

The Township hereby remises, releases, acquits satisfies and discharges Employee from any and all claims, actions, causes of action, demands and liabilities of any kind or character whatsoever, in law or in equity, which the Township ever had against Employee, in any way related to Employee's employment with the Township.

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

also warrants and represents that Medicare has not made any payments to or on behalf of Employee, nor has Employee made any claims to Medicare for payments of any medical bills, invoices, fees or costs. Employee agrees to indemnify and hold the Township and the Released Parties harmless from (a) any claims of, or rights of recovery by Medicare and/or persons or entities acting on behalf of Medicare as a result of any undisclosed prior payment or any future payment by Medicare for or on behalf of Employee, and (b) all claims and demands for penalties based upon any failure to report the settlement payment, late reporting, or other alleged violation of Section 111 of the Medicare, Medicaid and SCHIP Extension Act that is based in whole or in part upon late, inaccurate, or inadequate information provided to the Township by Employee. Employee agrees to hold harmless the Township and the Released Parties from and/or for any loss of Medicare benefits or Social Security benefits (including Social Security Disability) Employee may sustain as a result of this Agreement.

7. Time to Review and Attorney Consultation. Employee agrees and acknowledges that the Township has advised Employee to consult with an attorney regarding this Agreement prior to signing below. Employee acknowledges that Employee has twenty-one (21) days after the date this Release was given to Employee to execute this Resignation and Release Agreement and deliver a copy to the Township (although Employee may choose to sign and deliver the Resignation and Release Agreement sooner).

8. Revocation and Effective Date. Employee agrees and understands that Employee may revoke this Agreement within seven (7) days after Employee signs this Agreement and that the Agreement shall not become effective or enforceable until eight (8) days after the date on which Employee signs below ("Effective Date"). If Employee wishes to revoke the Agreement, Employee should deliver written revocation to the Supervisor of the DuPage Township. The Supervisor must actually receive it within the seven (7) days after the Employee signs this Agreement. If Employee does not revoke it, this Agreement shall become effective and enforceable on the date upon which the seven day revocation period expires (the "Effective Date") and Employee will be paid the Paid Administrative Leave, Severance Pay and Paid Health Insurance Continuation as set forth in paragraph 2 of this Agreement.

9. No Reinstatement. Employee recognizes that as of her Resignation Date her employment with the Township will permanently cease. The Township shall have no obligation, at any time, to rehire, reinstate, recall or hire Employee in the future.

10. Covenant Not to Sue and Recourse for Employee Breach. The Employee 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. If the Employee breaches Employee's promise and files or participates in a legal proceeding based on any such released claim, the Township's obligations under paragraph 2 above shall terminate immediately, and the Employee will (i) repay to the Township any payments made to Employee as consideration pursuant to this Agreement; (ii) pay for all costs incurred by the Township, including reasonable attorneys' fees, in defending against Employee's claim; and (iii) pay all other damages awarded by a court of competent jurisdiction.

Employee further understands that nothing in this release generally prevents Employee from filing a charge or complaint with or participating in an investigation or proceeding conducted by the EEOC, NLRB, or any other federal, state or local agency charged with the enforcement of any employment laws, although by signing this Employment Resignation and Release Agreement Employee acknowledges that Employee is waiving Employee's right to individual relief based on claims asserted in such a charge or complaint.

11. Neutral Construction. The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against either of the parties regardless of the drafter.

12. Complete Agreement. The Employee understands this Agreement sets forth all of the terms and conditions of the agreement between the Parties and that, in signing this Agreement, the Employee cannot rely and has not relied upon any prior verbal statement regarding the subject matter, basis or effect of this Agreement, and that all clarifications and/or modifications of this Agreement must be in writing.


NOTICE TO EMPLOYEE: BY SIGNING THIS AGREEMENT, YOU ARE WAIVING YOUR RIGHTS ARISING PRIOR TO THE DATE OF THIS AGREEMENT, IF ANY, UNDER THE AGE DISCRIMINATION IN EMPLOYMENT ACT.

YOU ARE ALSO GENERALLY RELEASING THE TOWNSHIP FROM ANY AND ALL OTHER CLAIMS YOU MAY HAVE.

EMPLOYEE HAS BEEN ADVISED TO CONSULT WITH A LAWYER PRIOR TO SIGNING THIS AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have executed this EMPLOYMENT RESIGNATION AND RELEASE AGREEMENT the day and year first above written.

EMPLOYEE:


JACKIE TRAYNERE

TOWNSHIP:

By: 

Terri Ransom
DuPage Township Supervisor

Attest: _____