

**VILLAGE OF VERNON HILLS  
RESOLUTION 2025-034**

**A RESOLUTION APPROVING AN EMPLOYMENT SEPARATION AND RELEASE  
AGREEMENT**

**WHEREAS**, the Village of Vernon Hills, Lake County, Illinois (the “Village”) is a home rule municipality, pursuant to Article VII, Section 6 of the Illinois Constitution of 1970; and

**WHEREAS**, the President and Board of Trustees have agreed to the terms of an Employment Separation and Release Agreement as contained in the Agreement attached hereto as EXHIBIT A; and

**NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF VERNON HILLS, LAKE COUNTY, ILLINOIS**, that the Employment Separation and Release Agreement between the Village of Vernon Hills and Kelsey Machnics, attached hereto as EXHIBIT A, is hereby approved and the Village President is hereby authorized to execute the Employment Separation and Release Agreement.

**BE IT FURTHER RESOLVED BY THE VILLAGE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF VERNON HILLS, LAKE COUNTY, ILLINOIS**, that the President and Board of Trustees shall make such appropriations as are necessary to carry out the terms of the Employment Separation and Release Agreement, attached hereto.

**ADOPTED** this 8th day of July, 2025 pursuant to a roll call vote as follows:

AYES: 6 – Lundeen, Takaoka, Forster Marquardt, Oppenheim, Koch

NAYS: 0 - None

ABSENT AND NOT VOTING: 1 - Schenk

  
\_\_\_\_\_  
Thom Koch, Village President

PASSED: 07/08/2025

APPROVED: 07/08/2025

ATTEST: 07/08/2025

  
\_\_\_\_\_  
Kevin Timony, Village Clerk



**EXHIBIT A**

EMPLOYMENT SEPARATION AND RELEASE AGREEMENT  
(Attached hereto)

## EMPLOYMENT SEPARATION AND RELEASE AGREEMENT

This EMPLOYMENT SEPARATION AND RELEASE AGREEMENT ("Agreement") is entered into by and between TELECOMMUNICATOR KELSEY MACHNICS (hereinafter referred to as "Employee") and the VILLAGE OF VERNON HILLS, an Illinois municipal corporation (hereinafter referred to as the "Village"). Employee and the Village are hereinafter sometimes collectively referred to as "the Parties."

**WHEREAS**, Employee is a probationary telecommunicator in the Village of Vernon Hills;

**WHEREAS**, on March 27, 2025, the Village placed Employee on administrative leave pending an administrative investigation;

**WHEREAS**, on May 5, 2025, Employee was unable to attend an administrative investigatory interview, and was thereafter was placed on leave pursuant to the Family Medical Leave Act (FMLA);

**WHEREAS**, the Village has not made a final determination or finding regarding the administrative investigation; and

**WHEREAS**, the Parties now desire to mutually set forth the terms of Employee's separation from employment with the Village; and

**WHEREAS**, Employee acknowledges that Employee has consulted with an attorney prior to signing this Agreement.

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

**1. Employee's Separation.** Employee hereby agrees that as of June 25, 2025, she will no longer be employed by the Village of Vernon Hills. Employee agrees this separation is irrevocable. Employee has separated from her employment with the Village, and has signed this Agreement as a free and voluntary act. Employee has consulted with an attorney and understands, agrees and covenants that this Agreement has been voluntarily undertaken.

**Employee hereby knowingly and voluntarily waives any seven (7) day revocation period.** The Effective Date of this Agreement is when the Parties fully execute the Agreement. Employee acknowledges that she has no accrued benefit time. Employee further acknowledges and agrees that Employee is not entitled to any other payments or benefits, except as provided in this Agreement.

**2. Payment.** In consideration for Employee's promises contained herein, the Village shall make payment of a gross sum in the amount of Nine Thousand and 00/100 (\$9,000.00), as follows:

- One Thousand Three Hundred Fifty and 00/100 Dollars (\$1,350.00) of such payment shall be made to “Tsamis Law Firm” pursuant to an IRS form 1099 and transmitted to 4429 Prospect Ave, Downers Grove, Illinois 60515 no later than five (5) business days after the Effective Date.
- Seven Thousand Six Hundred Fifty and 00/100 Dollars (\$7,650.00) of such payment shall be paid to Employee, as follows:
  - A. A payment of Three Thousand Eight Hundred Twenty-Five and 00/100 Dollars (\$3,825.00) for compensatory damages will be issued no later than five (5) business days after the Effective Date, and such payment will be issued pursuant to an IRS form 1099.
  - B. A severance payment of Three Thousand Eight Hundred Twenty-Five and 00/100 Dollars (\$3,825.00), after deducting all applicable federal and State taxes and regular deductions, will be issued pursuant to an IRS form W2. This payment will be made via direct deposit at the Village’s next scheduled payroll date following the Effective Date.

Checks issued for the payments herein will be sent by trackable delivery.

Employee acknowledges and agrees that Employee is not entitled to any other payments or benefits. The Village agrees not to recoup or deduct vacation time which was used but unearned by Employee.

**3. Tax Treatment of Certain Payment.** The Village will issue any tax reporting documents required by law, i.e., an IRS form 1099. Employee agrees to pay any and all taxes owed on this amount. Employee acknowledges and agrees that (i) this payment may result in taxable income to Employee under applicable federal, state and/or local tax laws; (ii) the Village is providing no tax, accounting, or legal advice to Employee, and makes no representations regarding any tax obligations or tax consequences on the part of either Employee or her attorney relating to or arising from this Agreement; and (iii) Employee, and not the Village, shall be responsible for all federal, state and/or local tax and any other liens, obligations, claims or consequences to Employee that may arise from this Agreement, and Employee will not seek any indemnification from the Village with respect thereto.

**4. Unemployment Benefits.** The Village agrees not to contest Employee’s eligibility for unemployment compensation benefits for periods after the Effective 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 Village is not responsible for any determinations made by the IDES with respect to Employee’s eligibility for unemployment benefits.

**5. Employer’s Neutral Letter of Reference.** The Village agrees to provide any prospective employer inquiring about Employee with a neutral reference, limited to Employee’s dates of employment and last position held. The Village may respond to a request from a

prospective employer of Employee for a copy of Employee's personnel file, if such request is accompanied by a waiver executed by the Employee. In addition, the Village shall comply with any request made pursuant to the Freedom of Information Act (5 ILCS 140/1 *et seq.*).

**6. Valid Consideration.** The Parties acknowledge that certain promises of the Village, described hereinabove in Paragraphs 2, 4, and 5, are not required by the Village's policies or procedures or any contractual obligation, and is offered by the Village solely as consideration for this Agreement, along with the mutual promises contained herein. The Parties acknowledge that these payments constitute good and adequate consideration.

**7. General Releases.** In addition to the waiver of rights set forth above and as a material inducement for the Village to enter into this Agreement, Employee does hereby remise, release, acquit, satisfy, and forever discharge the Village 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 Released Parties or any of them, for, upon or by reason of any matter, cause or thing arising out of Employee's employment with the Village. It is the intent of the Parties that this be a full, complete and general release. It is also the intent of the Parties that this Agreement releases all claims of Employee, including specifically, without limitation, any and all grievances, 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 Family Medical Leave Act, the Illinois Human Rights 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 Illinois Public 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 or the collective bargaining agreement governing Employee's employment by the Village; 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 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.

Employee represents and warrants that Employee has not filed any claims against the Village or the Released Parties and that the Village's obligation to provide consideration pursuant to this Agreement is conditioned upon this representation.

Employee acknowledges that Employee is not entitled to Illinois Municipal Retirement Fund disability benefits, and further agrees to not file any application for such benefits. Employee acknowledges that any subsequent application filed by Employee for such benefits shall be considered to be a willful breach of this Agreement by Employee, and the Village's obligations shall cease, and shall entitle the Village to the relief as provided in Paragraph 10 (Covenant Not to Sue and Recourse for Employee Breach) of this Agreement.

**8. No Reinstatement.** Employee recognizes that Employee's employment with the Village will have permanently ceased on June 25, 2025. The Village shall have no obligation to rehire, reinstate, recall or hire Employee in the future.

**9. Time to Review and Attorney Consultation.** Employee agrees and acknowledges that the Village has advised Employee to consult with an attorney regarding this Agreement prior to signing below. Employee acknowledges that Employee has consulted with one or more attorneys regarding this Agreement prior to signing below.

**10. Covenant Not to Sue and Recourse for Employee Breach.** 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 Employee breaches Employee's promise contained herein, or files or participates in a legal proceeding based on any such released claims, the Village's obligations shall terminate immediately, and Employee will (i) repay to Village any settlement payment and paid but unearned vacation time as referred to in Paragraph 2 above, pursuant to this Agreement; (ii) pay for all costs incurred by the Village, including reasonable attorneys' fees, in defending against Employee's claim; and (iii) pay all other damages awarded by a court of competent jurisdiction. Employee will not be required to repay any amounts Employee received if allowed by an authorized court pursuant to the Equal Employment Opportunity Commission ("EEOC") "tender back" regulations if Employee pursues a claim alleging that this Agreement was not voluntarily entered into by Employee.

Employee further understands that nothing in this Agreement generally prevents Employee from reporting a complaint with or participating in an investigation or proceeding conducted by an administrative agency, such as the EEOC, or any other federal, state or local agency charged with the enforcement of any employment laws, although by signing this Agreement, Employee acknowledges that Employee is waiving Employee's right to individual relief, aside from any whistleblower award the agency may provide, 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.

**13. Severability.** In the event that any provisions of this Agreement are found by a judicial or other tribunal to be unenforceable, the remaining provisions of the Agreement will, at the Village's discretion, remain enforceable.

**14. Notices.** All notices required under this Agreement shall be sent to the Village at:

Mr. Kevin Timony  
Village Manager  
Village of Vernon Hills  
290 Evergreen Drive  
Vernon Hills, Illinois 60061

to the Employee at:

Ms. Kelsey Machnics  
[REDACTED]  
[REDACTED]

**NOTICE TO EMPLOYEE: BY SIGNING THIS AGREEMENT YOU ARE WAIVING YOUR RIGHTS ARISING PRIOR TO THE TIME THAT YOU EXECUTE THIS AGREEMENT, IF ANY, AND ARE ALSO GENERALLY RELEASING THE VILLAGE FROM ANY AND ALL OTHER CLAIMS YOU MAY HAVE.**

**EMPLOYEE HEREBY KNOWINGLY AND VOLUNTARILY WAIVES ANY SEVEN (7) DAY REVOCATION PERIOD.**

**EMPLOYEE HAS CONSULTED WITH AN ATTORNEY PRIOR TO SIGNING THIS AGREEMENT.**

[SIGNATORY PAGE TO FOLLOW]

**IN WITNESS WHEREOF**, the Parties hereto have executed this EMPLOYMENT SEPARATION AND RELEASE AGREEMENT.

**EMPLOYEE:**

**VILLAGE OF VERNON HILLS:**

\_\_\_\_\_  
KELSEY MACHNICS

By: \_\_\_\_\_  
KEVIN TIMONY  
Village Manager

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_