

**VILLAGE OF VERNON HILLS  
RESOLUTION 2025-033**

**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 Donald Smith, 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)**

## VOLUNTARY EMPLOYMENT SEPARATION AND RELEASE AGREEMENT

This VOLUNTARY EMPLOYMENT SEPARATION AND RELEASE AGREEMENT (“Agreement”) is entered into by and between OFFICER DONALD SMITH (hereinafter referred to as “Employee”), the FRATERNAL ORDER OF POLICE LABOR COUNCIL (the “Union”), and the VILLAGE OF VERNON HILLS, an Illinois municipal corporation (hereinafter referred to as the “Village”). Employee, the Union, and the Village are hereinafter sometimes collectively referred to as (“the Parties.”).

**WHEREAS**, on November 12, 2024, Employee provided official notice to the Village of Employee’s retirement to be effective on May 2, 2025;

**WHEREAS**, on or about May 2, 2025, the Village implemented the retirement and separation of Employee;

**WHEREAS**, Employee disputes the binding effect of Employee’s notice, and the Union filed a grievance on Employee’s behalf May 23, 2025;

**WHEREAS**, the Village disputes the timeliness of such grievance and the merits of such grievance;

**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 had the opportunity to consult 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, the Union, and Employee hereby agree as follows:

**1. Employee’s Retirement.** Employee hereby tenders his resignation from his position as Police Officer with the Village of Vernon Hills, effective May 2, 2025 (“Retirement Date”). The Parties hereby agree that such resignation is irrevocable. Employee has decided to voluntarily resign from his employment with the Village, and he has signed this Agreement as his free and voluntary act, indicative of his voluntary resignation. Employee has had the opportunity to consult with attorneys and understands, agrees and covenants that this Agreement has been voluntarily undertaken.

As of the Effective Date of this Agreement, Employee has no accrued benefit time. Employee acknowledges and agrees that he is not entitled to any other separation payments or benefits, except as provided in this Agreement.

**2. Separation Pay.** In consideration for Employee’s promises contained herein, the Village shall make payment to Employee of a gross sum in the amount of Twenty Thousand Five Hundred and 00/100 (\$20,500.00) (hereinafter “Separation Pay”). The Village agrees to pay such Separation Pay to Employee, after deducting all applicable federal and State taxes and regular

deductions. Employee acknowledges and agrees that Employee is not entitled to any other separation payments or benefits.

**3. Valid Consideration.** The Parties acknowledge that certain of the Village's payment of Separation Pay, described hereinabove in Paragraph 2, is 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.

**4. Waiver of Rights under the Age Discrimination in Employment Act.** In consideration of the Village's obligations contained in Paragraph 2, Employee does hereby knowingly and voluntarily waives, releases, satisfies, and forever discharges 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 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 of this Agreement under the **Age Discrimination in Employment Act** (42 U.S.C. § 621 *et seq.*) through the time of execution of this Agreement by Employee. It is the intent of the Parties that this be a full, complete and general release of Employee's rights arising through the date of Employee's execution of this Agreement under the **Age Discrimination in Employment Act**.

**5. 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 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 acknowledges that Employee is not entitled to a disability pension, including but not limited to a line of duty disability pension pursuant to 40 ILCS 5/3-114.1 or non-duty disability pension pursuant to 40 ILCS 5/3-114.2. Employee further agrees to not file any disability pension application with the Vernon Hills Police Pension Fund Board. Employee acknowledges that Employee is not entitled to benefits pursuant to the Public Safety Employee Benefits Act ("PEDA"), and Employee further agrees to not file a claim for such benefits. Employee acknowledges that Employee is not entitled to unemployment compensation benefits, and Employee further agrees to not file for such benefits with the Illinois Department of Employment Security ("IDES"). In addition, Employee acknowledges that any subsequent application filed by Employee or on Employee's behalf for any disability pension, PEDA benefits, or IDES 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 11 (Covenant Not to Sue and Recourse for Employee Breach) of this Agreement.

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 and the Union agree that the grievance filed on May 23, 2025 is hereby withdrawn. Employee hereby withdraws any requests for information, including requests for records pursuant to the Illinois Freedom of Information Act, filed by Employee prior to the Effective Date of this Agreement.

Employee does also remise, release, acquit, satisfy and forever discharge the Fraternal Order of Police Labor Council from any and all claims, actions, causes of action, demands and liabilities of any kind or character, which Employee now has or may have, including, but not limited to, claims of breach of duty of fair representation.

**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 Village 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 Village by Employee. Employee agrees to hold harmless the Village 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. Non-Disparagement.** Employee agrees that he will not make any adverse or disparaging statements or communications, including web-based communications, about the Village, his employment with the Village, or Village employees, officers, or officials about the separation or retirement of his employment or any other dealings of any kind between him and the Village, to any third party. This Paragraph shall not apply to communications between the Employee and any spouse, accountants and attorneys, or Employee's disclosure or statement relating to any proceeding to enforce the terms of this Agreement. Nothing in this Agreement shall prohibit Employee from making truthful statements or disclosures that are required by applicable law or regulation, in response to lawful process of any judicial or adjudicative authority, or as otherwise required by law.

**8. No Reinstatement.** Employee recognizes that his employment with the Village will have permanently ceased on the Retirement Date. 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 of his right to consult with an attorney regarding this Agreement prior to signing below and further acknowledges that Employee has twenty-one (21) days after the date this Agreement is given to Employee to execute Employee's Agreement and deliver a copy to the Village, although Employee may choose to sign and deliver the Agreement sooner.

Employee agrees and acknowledges that Employee was informed that Employee can waive any portion of the twenty-one (21) day consideration period if Employee so desires. However, the Agreement is not binding or "effective" as to either Party, and the Employer's obligation to provide the Separation Pay pursuant to Paragraph 2 is not applicable, until after the expiration of the seven (7) day revocation period referenced in Paragraph 10.

**10. 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. If Employee wishes to revoke the Agreement, Employee should deliver written revocation to the Village Manager. The Village Manager must actually receive it within the seven (7) days after Employee signs this Agreement. If Employee does not revoke the Agreement, this Agreement shall become effective and enforceable on the date upon which the seven-day revocation period expires (the "Effective Date").

**11. 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 obligation to pay the Separation Pay, as described in Paragraph 2 of this Agreement, shall terminate immediately, and Employee will (i) repay to Village any paid Separation Pay on behalf of Employee 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 he 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. There is nothing in this Paragraph that prohibits Employee from bringing any claim under the Age Discrimination in Employment Act, as amended, wherein Employee seeks to challenge whether he knowingly and voluntarily entered into this Agreement.

**12. 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.

**13. 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.

**14. 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.

15. **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:

Mr. Donald Smith  


and to the Union at:

Mr. Brett GeRue  
Field Representative  
Fraternal Order of Police Labor Council  
450 Gundersen Drive  
Carol Stream, Illinois 60188

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

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

**EMPLOYEE HAS BEEN ADVISED TO CONSULT WITH AN ATTORNEY PRIOR TO SIGNING THIS AGREEMENT.**

[SIGNATORY PAGE TO FOLLOW]

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

**EMPLOYEE:**

**VILLAGE OF VERNON HILLS:**

\_\_\_\_\_

DONALD SMITH

By: \_\_\_\_\_

Kevin Timony,  
Village Manager

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

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

**ILLINOIS FRATERNAL ORDER  
OF POLICE LABOR COUNCIL**

By: \_\_\_\_\_

Brett GeRue  
Field Representative

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