

**EARLY SEPARATION INCENTIVE PROGRAM
EMPLOYEE RELEASE AND AGREEMENT**

The City of Rochelle (“the City”) has created an Early Separation Incentive Program (“Program”) with certain benefits available to eligible employees who elect to retire under the terms of this program. This Early Separation Incentive Program Release and Agreement (“Agreement”) is entered into between the below named employee and the City, (collectively the “Parties”). _____ has been an employee of the City for _____ years.

1. CONSIDERATION. Under the terms of the program, the above named employee is eligible for the following benefits:

Payment of health insurance premium coverage for the employee and currently enrolled family members at the current level of enrollment for two (2) years from and after the employee’s elected date of retirement.

2. EMPLOYEE RESIGNATION AND TERMS. In exchange for the above-mentioned consideration, the above named employee agrees to voluntarily resign from the City, no later than at the close of business on June 30, 2018 and hereby tenders his or her election of retirement. The above named employee shall have thirty (30) days from the date of execution of this Agreement to rescind his or her election to retire on the above date. If the employee does not select a new date to retire within the time frame set by the City for the Program, he or she will forfeit any rights or guarantees of the Program. The above named employee agrees that, under the terms of this program, he or she is ineligible for any future employment with the City, and will refrain from seeking any such employment.

As of the date of submitting this Release and Agreement, the above named employee has _____ hours of accrued and unused vacation time. The above named employee agrees to utilize at least _____ hours of this time prior to his or her retirement date.

The above named employee agrees to be paid-out for no more than _____
vacation hours in his or her final paycheck from the City.

3. RELEASE OF ALL CLAIMS. The Employee releases the City and its past and present employees, agents, elected officials, appointed officials and contractors from any and all claims and from any and all causes of action of any kind or character including but not limited to any claim for benefits, compensation, costs, damages, expenses, remuneration, salary, or wages; all claims arising from his or her employment, termination of employment, any alleged discriminatory employment practice including but not limited to any and all claims or causes of action arising under federal, state or local laws pertaining to discrimination in employment or equal employment; except that the parties agree that this release shall not relieve the City of its obligations under this Agreement.

4. ENTIRE AGREEMENT. This Agreement, and the City's enacting ordinance, contains the entire agreement between the parties concerning the subject matter and supersedes all prior oral or written communications or agreements between the parties on such subject matter. The Parties acknowledge and agree that they have not relied on any prior agreement or representation, whether oral or written, which is not set forth in this Agreement; that no prior agreement, whether oral or written, shall have any effect on the terms and provisions of this Agreement; and that all prior agreements, whether oral or written, are expressly superseded and/or revoked by this Agreement.

5. WAIVER. Neither this Agreement, nor any of its terms, may be changed, waived or added to except in writing signed by all parties.

6. SUCCESSORS AND ASSIGNS. This Agreement is binding upon and inures to the benefit of the administrators, personal representatives, legatees, heirs, successors and

assigns of the parties.

7. SEVERABILITY. In the event that any part of this Agreement is determined to be unenforceable by a court of competent jurisdiction, the remaining parts of the Agreement will be enforceable. The Parties acknowledge and agree that each provision of this Agreement shall be enforceable independently of every other provision.

8. GOVERNING LAW. This Agreement shall be governed by and construed and interpreted according to the laws of the State of Illinois.

9. WAIVER. The Parties further acknowledge and agree that the failure of any party to enforce any provision of this Agreement shall not constitute a waiver of that provision, or of any other provision of this Agreement

10. ABILITY TO CONSULT WITH COUNSEL. The Employee acknowledges and has read all of the above, has had ample time to consider the terms and conditions of this Agreement, as well as had ample time to consult with counsel of the employee's choice and voluntarily agrees to all terms and conditions set forth herein.

CITY OF ROCHELLE

EMPLOYEE

By: _____
City Manager

By: _____

Date: _____

Date: _____