

RESIGNATION AGREEMENT/ SETTLEMENT AGREEMENT

Officer Maria Guzman ("Officer Guzman"), the Stickney Police Department, the Village of Stickney (the Village), an Illinois Municipal Corporation, and the Illinois Fraternal Order of Police Labor Council, of 450 Gunderson Dr., Carol Stream, IL 60188 (the "Union") (individually a "Party," collectively, the "Parties") voluntarily agree to settle and resolve the pending grievance filed by Officer Guzman, Officer Guzman executes this Resignation Agreement/ Settlement Agreement, in accordance with the terms of this Agreement, as follows:

RECITALS

- A. Officer Guzman was employed by Stickney Police Department as a police officer for approximately eleven years.
 - B. Officer Guzman filed a grievance with Stickney on July 21, 2023.
 - C. Both Officer Guzman and the Village of Stickney and Stickney Police Department have mutually agreed to end her employment with the Stickney Police Department.
 - D. The Town has agreed to rescind Officer Guzman's termination and not to proceed with the disciplinary charges against Officer Guzman with respect to the instant pending grievance that was filed by Officer Guzman on July 21, 2023.
 - E. Officer Guzman has agreed to withdraw the above referenced grievance and submit a letter of resignation to the Village of Stickney effective July 21, 2023.
 - F. The Parties have determined that it is in their respective best interests to resolve any and all disputes between them for the purpose of avoiding future controversy, costs, legal fees, inconvenience, and any future litigation regarding these matters; and
- As a result of the above, the parties now desire to enter into this Agreement to amicably conclude Officer Guzman's employment with the Village of Stickney and Stickney Police Department subject to the terms, conditions, and limitations set forth in this Agreement.

Now, therefore for and in consideration of the provisions, covenants, and mutual promises

contained herein, and of other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties, the Parties agree as follows:

Section 1. Resignation; Acceptance. Officer Guzman shall resign her employment with the Stickney Police Department, effective on July 21, 2023 and the Village shall accept her resignation. Officer Guzman understands that her resignation is irrevocable and may not be withdrawn. Officer Guzman shall withdraw all previously submitted grievances against the Village of Stickney and Stickney Police Department.

Section 2. Rescinded Discipline. In consideration of this agreement herein, the Village will rescind the termination of Officer Guzman's employment. The investigative file shall reflect that said investigation is closed. Furthermore, there shall be no final disciplinary action/finding entered as to Officer Guzman in regards to the investigation findings based on the tendered resignation.

Section 3. Neutral Reference. The Village agrees that any and all contacts regarding references for Officer Guzman will be neutral and identify her date of hire and her date of resignation.

Section 4. Future Employment. Officer Guzman agrees that she will not seek future employment from the Village of Stickney, Illinois. If at any point Officer Guzman were to receive employment from the Village, this Agreement shall serve as a non-appealable, non-revocable reason to immediately terminate Officer Guzman.

Section 5. Non-admissions. The fact and terms of this Agreement are not an admission by either Officer Guzman or the Village of Stickney of the legal or factual position taken by the other party and both parties acknowledge that the terms of this Agreement shall not be used in any future legal proceeding.

Section 6. Consideration. The Village of Stickney agrees to pay Officer Guzman the amount of twenty-six thousand dollars and no cents (\$26,000.00) within 30 days of entry of this agreement. In the event the amount is not remitted to Officer Guzman, this Agreement shall be deemed null and void.

Section 7. Release.

- A. For the purpose of this Agreement, the terms "Released Parties" includes the Village of Stickney, Illinois, Mayor Jeff Walik, Police Chief James Sassetti, Deputy Chief Frank Figueroa, Deputy Chief Jerry Chlada and the Village's current, former and future elected officials, trustees, commissioners, officers, members, attorneys, counselors representatives, administrators, affiliates, fiduciaries, insurers, employees, and/or agents, including but not limited to, partners or joint ventures, and third-party beneficiaries, and all of their predecessors, successors, heirs and assigns.
- B. The Parties acknowledge that Officer Guzman has a lawsuit currently pending against the Village, entitled *Maria Guzman v. Village of Stickney, et. al.*, No. 24-cv-4606 in the United States District Court for the Northern District Court for the Northern District of Illinois, Eastern Division (hereinafter, "Guzman v. Village lawsuit"). The Parties agree that any waiver of claims set out in this Agreement does not include the aforementioned lawsuit, related corrected or refilings of the lawsuit, related appeals, or the EEOC charge upon which the lawsuit is based. Said waiver shall also not include any claims not waivable by law.
- C. To the greatest extent permitted by law, Officer Guzman, for herself and her attorneys, insurers, successors, predecessors, heirs, beneficiaries and assigns agree to release and forever discharge the Released Parties from and regarding all claims, other than the Guzman v. Village lawsuit, as provided in section 7, paragraph B of this Agreement, she has or might have as of the time of the execution of this Agreement, whether known or unknown, related to, or arising out of Officer Guzman's employment with the Village. By way of explanation, but not limited to its completeness, Officer Guzman fully, finally and unconditionally releases, compromises, waives and forever discharges the Release Parties from and for any and all claims, liabilities, suites, personal injury damages, costs grievances, injuries, actions or rights of action, known or unknown, liquidated or unliquidated, absolute or contingent, in law or in equity, which were or was or could have been filed with any federal state, local or private court, agency, arbitrator

or any other entity, based upon Officer Guzman's employment with the Village, and any alleged act or omission to act by the Release Parties, except as provided in Section 7, Paragraph B of this Agreement.

D. This Agreement extinguishes all claims that Officer Guzman has or may have for equitable and legal relief, damages, and attorneys fees and costs, other than the Guzman v. Village lawsuit, as provided in Section 7 Paragraph B of the Agreement. Moreover, Officer Guzman specifically and intends and agrees that this Agreement fully contemplates claims for attorney's fees and costs, and hereby waives, compromises, releases and discharges all such claims or liens which in any fashion should attach to the Released Parties . except as provided in Section 7, Paragraph B of this Agreement.

E. Officer Guzman further represents and warrants that other than the Guzman v. Village lawsuit, and related EEOC charge as provided in Section 7 Paragraph B of this Agreement, no other lawsuit, charge, claim or other complaint remains pending with any local, state or federal court and/or administrative agency, against the Village and the Released Parties. In the event the Release Parties receive notice that any local, state or federal court and/or administrative agency has any other lawsuit, claim, charge or other complaint pending against the Village or the Released Parties by Officer Guzman, then Officer Guzman agrees to execute and submit such documentation as may be necessary to have such lawsuit, charge, claim or other complaint dismissed with prejudice at no cost to the Village or the Released Parties.

F. Nothing in this Agreement restricts the right held by Officer Guzman, the Village or the Released Parties to enforce this Agreement.

Section 8. No Grievance Filed.

Provided that the Village complies with this Agreement, the Union agrees that it shall not file any further grievance on this matter, and that it shall withdraw any previous grievance filed by Officer Guzman against the Village.

Section 9. **RIGHT TO COUNSEL.** OFFICER GUZMAN ACKNOWLEDGES THAT SHE WAS INFORMED THAT SHE HAS THE RIGHT TO CONSULT WITH AN ATTORNEY BEFORE SIGNING THIS AGREEMENT AND THAT THIS PARAGRAPH SHALL CONSTITUTE WRITTEN NOTICE OF THE RIGHT TO BE ADVISED BY LEGAL COUNSEL. ADDITIONALLY, PLAINTIFF ACKNOWLEDGES THAT SHE HAS BEEN ADVISED BY COMPETENT LEGAL COUNSEL OF HER OWN CHOOSING IN CONNECTION WITH THE REVIEW AND EXECUTION OF THIS AGREEMENT AND THAT SHE HAS HAD AN OPPORTUNITY TO AND DID NEGOTIATE OVER THE TERMS OF THIS AGREEMENT.

Section 10. **Acknowledgement of Contents and Effect.** Officer Guzman declares that she and her attorney and authorized agents (if any) have completely read this Agreement and acknowledge that it is written in a manner calculated to be understood by Officer Guzman. Officer Guzman fully understands its terms and contents, including the rights and obligations hereunder, and Officer Guzman freely, voluntarily and without coercion enters into this Agreement. Further, Officer Guzman agrees and acknowledges that he has had the full opportunity to investigate all matters pertaining to her claims connected to her employment with the Village, and that the waiver and release of all rights or claims they may have under any local, state or federal law is knowing and voluntary except as provided in Section 7, Paragraph B of this Agreement.

Section 11. **Complete Agreement.** This Agreement sets forth all of the terms and conditions of the agreement and understanding between the Parties concerning the subject matter hereof and any prior oral or written communications are superseded by this Agreement. The Parties understand and agree that all of the terms and promises of this Agreement are contractual and not a mere recital.

Section 12. **Effect on Previous Agreements.** This Agreement supersedes any and all prior agreements, understandings, and communications between the Parties.

Section 13. **Attorney Fees and Expenses.** Except for the payment specified in Section 6, each Party to this matter is responsible for the payment of his, her, or its own attorney's fees, costs, disbursements, expenses or any other monies expended in connection with this matter.

Section 14. Amendment. This Agreement may be amended only by a written document signed by Officer Guzman and the Village.

Section 15. Assignment. Officer Guzman expressly represents and promises that she has not assigned or transferred, or purported to assign or transfer, and will not assign or otherwise transfer; a) any claims, or portions of claims against the Village or the Released Parties; b) any rights that she may have had to assert claims on her behalf or on behalf of others against the Village of the Released Parties; and c) any right she might have or have to the money to be paid to herself or her counsel.

Section 16. Severability. In the event that any of the provisions of this Agreement are found by a judicial or other tribunal to be unenforceable, the remaining provisions of this Agreement will remain enforceable.

Section 18. Choice of Law. The Parties agree that this Agreement shall be deemed to have been executed and delivered within the State of Illinois and shall in all respects be governed, interpreted, and enforced in accordance with the laws of the State of Illinois exclusive of its conflicts of law's provisions.

Section 19. Jurisdiction. This Agreement and any legal actions concerning its validity, interpretation, and performance between the Parties arising out of this Agreement or the performance of the services shall be brought in a court of competent jurisdiction in the State of Illinois, County of Cook.

Section 20. Knowing and Voluntary Agreement. Officer Guzman, the Union and the Village represent and acknowledge that they have carefully read and fully understand all the provisions of this Agreement, and all Parties are signing this document freely and voluntarily.

Section 21. Effective Date. This Agreement shall become effective and binding on both parties upon execution by both parties.

[SIGNATURE PAGE TO FOLLOW]

**IN WITNESS THEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT
ON THE DAY AND YEAR AS INDICATED BELOW.**

By: 

Officer Maria Guzman

Dated this 25th day of October, 2024

By: _____

Village of Stickney

Mayor Jeff Walik

Dated this ____ day of _____, 2024