

CITY OF AURORA
2025 VOLUNTARY REDUCTION IN FORCE INCENTIVE PLAN

PLAN DOCUMENT
AND
SUMMARY PLAN DESCRIPTION

Effective October 15, 2025

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CITY OF AURORA
2025 VOLUNTARY REDUCTION IN FORCE INCENTIVE PLAN

INTRODUCTION

The City of Aurora (the "City") is offering the City of Aurora 2025 Voluntary Reduction In Force Incentive Plan (the "Plan"), effective October 15, 2025. The purpose of the Plan is to decrease the anticipated budget deficit and minimize possible layoffs by providing additional severance pay and benefits to incentivize eligible employees who agree to voluntarily separate their employment with the City according to the Plan's terms, whose applications are accepted by the City, who sign a waiver and release provided by the City, and meet all other terms of the Plan.

Participation in the Plan shall be on a strictly voluntary basis. The choice is entirely yours. No one at the City is requiring you to accept or reject participation in the Plan.

This document serves as both the official Plan document and the Summary Plan Description. Your rights are governed by the terms of this document. The Plan will terminate when all severance pay and benefits provided herein have been provided.

ELIGIBLE EMPLOYEE

Eligible employees of the City may apply to participate in the Plan. You are an “eligible employee” if you:

- are a full or part-time regular employee of the City as of October 15, 2025, with at least six (6) months of service as of that date;
- are not in the process of being involuntarily terminated;
- have not, as of October 15, 2025, already provided the City with a signed letter of resignation or a signed letter of retirement, applied for or are already on a disability pension, or otherwise have left or announced your intention to leave the City's employment; and
- by the close of business October 31, 2025, submit an application to participate in the Plan and indicate you are willing to voluntarily separate from employment with the City on or before December 1, 2025, (with certain limited exceptions set forth herein for employees eligible for or nearing retirement), if you are accepted to participate in the Plan, in exchange for the severance pay and benefits described herein.

Elected officials, independent contractors, consultants, individuals performing services for the City who have entered into an independent contractor or consulting agreement with the City, leased employees and any temporary employees of the City are not eligible to participate. In addition, employees whose collective bargaining representatives do not approve the Plan are not eligible. In particular, individuals not treated as employees by the City or on its payroll records are excluded from participation even if a court or administrative agency determines that such individuals are employees.

CONDITIONS OF ELIGIBILITY

An otherwise eligible employee who is accepted to participate in the Plan shall not be eligible for severance pay and benefits under the Plan if the Plan Administrator determines, in his or her sole discretion, that any of the following apply:

- (a) the employee ceases to be an eligible employee as defined above;
- (b) the eligible employee's employment with the City terminates by reason of death, or, absent agreement of the City, the employee quits, resigns or abandons his or her job, before his or her voluntary separation date (as described later);
- (c) the employee is terminated by reason of unacceptable performance under the City's performance evaluation process or because of a violation of one of the City's policies;
- (d) the employee accepts any other position with the City;
- (e) the employee timely revokes the Waiver and Release Agreement (described below);
- (f) the employee fails to comply with the terms of the Plan; or
- (g) the Plan is terminated.

PLAN APPLICATION AND SEPERATION DATE CALCULATION

If you meet the definition of eligible employee above and you want to participate in the Plan, you must submit an application. The application form is attached to this document as Attachment I. You must return the signed application form to the Plan Administrator during the application period. The application period begins on **October 15, 2025**, and ends on **October 31, 2025**. If you do not submit a completed application form before the close of business on October 31, 2025, you cannot become a participant. If you complete, sign and submit the application form, you are indicating that you are willing to voluntarily separate from your employment with the City on or before **December 1, 2025**, in exchange for the severance pay and benefits described below.

Employees may opt for a later separation date *only* under the following circumstances:

- Are retirement-eligible (*i.e.*, having the years and service necessary under your applicable pension plan to cease employment and immediately begin drawing pension benefits); and,
- Remain employed by the City after December 1, 2025; and,
- Who would complete a year of service under the pension plan in which they participate if permitted to voluntarily retire after October 31, 2025, but no later than December 31, 2025 (so that you could retire with a greater benefit than if you had retired on or before October 31, 2025)

Under these limited circumstances, you may remain employed and on the payroll to the date you complete such year of service. Your voluntary retirement date will be the earlier of the date you complete such year of service or December 31, 2025.

The date you choose to separate from the City on or before December 1, 2025, (with the exception as described above) is known as your “voluntary separation date.” (Should you wish to revise your

voluntary separation date once you have submitted your application form to the Plan Administrator, you must notify the Plan Administrator in writing.)

ACCEPTANCE AND REVOCATION PROCEDURE

While it is the intention of the City to allow as many eligible employees to participate in the Plan as possible, the City reserves the right to deny participation to eligible employees to the extent the City determines, in its sole discretion, that their departure would have an adverse impact on City operations or would result in the need to hire additional employees. For example, an otherwise eligible employee may be denied participation based on certain skills, certifications, knowledge or abilities which the City values highly. Similarly, in a situation where the number of employees applying to participate within a job classification, department, or classification within a department would result in the need for the City to hire replacements should everyone be permitted to participate, the City will limit the number of applicants who can participate. In such circumstances, the Mayor, Chief of Staff, Chief of Human Resources, and the applicant's supervisor(s) and Department Head, shall balance the Department and City's interests in effective and efficient government operations against the City's fiscal constraints and determine whether to grant an application to participate in the Plan.

The City will advise applicants in writing as soon as practicable after receipt of their application as to whether their applications have been approved. If your application is approved, you will be provided with an execution copy of the Waiver and Release (Attachment II) for your signature. You will then have until the earlier of your voluntary separation date or December 1, 2025, to change your mind and revoke your application. **Any revocation of your application must be in writing and submitted to the Plan Administrator by the close of business on the earlier of your voluntary separation date or December 1, 2015.**

If your application form is not revoked by such date, then your employment with the City will terminate even if you later change your mind, choose not to execute the Waiver and Release, or rescind the Waiver and Release.

WAIVER AND RELEASE AGREEMENT

To receive the severance pay and benefits described below, you must submit a signed Waiver and Release to the Plan Administrator within fifteen (15) days of its receipt or your voluntary separation date, whichever is later. Under no circumstances can you sign or return a Waiver and Release before your voluntary separation date. The draft Waiver and Release is attached hereto as Attachment II. If your application is accepted, you will be provided with the final execution copy of the Waiver and Release for review and signature. If you sign and submit the Waiver and Release, you may revoke it within seven (7) days of the date you sign it. If you wish to revoke the Waiver and Release, you must do so in writing, and the Plan Administrator must receive your request to revoke within the seven (7) day period. If you revoke the Waiver and Release, you shall not be eligible to receive any benefits available under the Plan. You are encouraged to contact your personal attorney at your own expense to review the Waiver and Release if you desire.

SEVERANCE PAY AND BENEFITS

Eligible employees, who execute and do not later revoke their signed Waiver and Release (Attachment II), will receive the following benefits in addition to those benefits to which they may already be entitled upon their separation:

1. **Severance Pay:** Eight (8) weeks of base salary. For full-time employees who are regularly scheduled to work 40 hours per week, the eight (8) weeks of base salary equals 320 times the employee's regular hourly rate of pay (*i.e.*, excluding overtime, specialty pay, longevity pay, etc.) as of October 15, 2025. For full-time employees who are regularly scheduled to work less than 40 hours per week, the eight (8) weeks of base salary equals (the number of hours worked each week) x (8).

For full-time sworn shift fire personnel, the regular hourly rate-of-pay (*i.e.*, excluding overtime, specialty pay, longevity pay, etc.) will be adjusted to the rate employees would receive if assigned to a forty-hour work week.

For part-time employees, the eight (8) weeks of base salary equals eight times the employee's average weekly hours worked in calendar year 2024, times the employee's regular hourly rate of pay (*i.e.*, excluding overtime, specialty pay, longevity pay, etc.) as of October 15, 2025.

The City will pay severance pay in one lump-sum installment in accordance with the City's regular payroll payment schedule after the seven (7) day revocation period for the signed Waiver and Release has passed. All legally required and permissible taxes, withholdings, deductions, and contributions shall be deducted from severance payments upon authorization by the employee under the Illinois Wage Payment and Collection Act.

Hourly rate of pay will be adjusted to the rate employees would receive if assigned to a forty-hour work week. For part-time employees, the four (4) weeks of base salary equals four times the employee's average weekly hours worked in calendar year 2024, times the employee's normal hourly rate of pay as of September 1, 2025. The City will pay severance pay in one lump-sum installment in accordance with the City's regular payroll payment schedule but only after the seven (7) day revocation period for the signed Waiver and Release has passed. All legally required taxes and any sums owing to the City shall be deducted from severance pay payments.

2. **Medical and Dental Health Care Premium Payments:** For employees participating in the City's health and dental insurance programs as of October 15, 2025, the City will pay the entire cost of your (and your eligible dependents' if they also are participants as of October 15, 2025) monthly medical and dental care premiums for whatever level of coverage you had as of October 15, 2025, under COBRA or the City of Aurora Comprehensive Medical and Dental Plans for the following applicable "Health Care Period."

For employees the applicable Health Care Period is two (2) months. The Health Care Period begins on the first (1st) day of the month following your voluntary separation date

and ending on the last day of the second (2nd) month following your voluntary separation date.

For retirement-eligible employees, who elect to pre-pay premiums under the City of Aurora Comprehensive Medical and Dental Plans, such pre-pay period will commence on the first (1st) day of the third (3rd) month following the eligible employee's voluntary separation date. The pre-paid retiree health insurance period may not exceed twenty-two (22) months.

In order to receive continuation health care coverage on and after your voluntary separation date, you must decide whether you will continue your (and your eligible dependents') health care coverage under COBRA or the City of Aurora Comprehensive Medical and Dental Plans.

If you are not retirement-eligible, you (and your eligible dependents) must elect COBRA for the applicable Health Care Period. After such period, you must pay the applicable COBRA premium amount (or, if applicable for retirement-eligible employees, the City of Aurora Comprehensive Medical and Dental Plans premium amounts) if you want to continue medical and dental coverage.

On or soon after your voluntary separation date, you must timely complete an election form for either the City of Aurora Comprehensive Medical and Dental Plans or COBRA. For additional information regarding the City of Aurora Comprehensive Medical and Dental Plans, please contact the Human Resources Department. For additional information regarding COBRA, you will receive information in a separate letter from the City's third-party administrator, Flex Benefits.

For retirement-eligible employees who wish to pre-pay up to two (2) years of coverage under the City of Aurora Comprehensive Medical and Dental Plans, the premium payments provided pursuant to the Plan shall count as credit toward the first two (2) months of that two (2) year pre-payment.

3. Dental Health Care Premium Payments For Retirement Eligible Employees (and their Dependents) Who Were Non-Participants as of October 15, 2025: For retirement-eligible employees who were not participants in the dental insurance plan as of October 15, 2025, but who retire and elect upon retirement to participate in the dental insurance program, the City will pay the entire cost of your monthly dental care premiums under COBRA or the City of Aurora Comprehensive Medical and Dental Plans for the applicable "Health Care Period" set forth in section 2 above based on your years of City service.
4. Tuition Assistance Payback Waiver: Tuition assistance payback agreements previously executed by the employee will be nullified and any payback obligations to the City will be waived.

NON-PLAN PAYOUTS

All other accrued payouts (*e.g.*, pay for accrued but unused vacation, severance pay, etc.) will be made consistent with existing City policy, pay plans, union contracts (if applicable) and/or law, and are not part of the consideration offered under this Plan.

PLAN ADMINISTRATION

The Human Resources Director is the "Plan Administrator." The Plan Administrator has the discretionary authority to determine eligibility for Plan benefits and to construe the terms of the Plan, including making factual determinations, in consultation with the City's Corporation Counsel. Benefits under the Plan shall be payable only if the Plan Administrator determines, in her sole discretion, in consultation with Corporation Counsel, that an eligible employee is entitled to them. The decisions of the Plan Administrator are final and conclusive with respect to all questions concerning the Plan's administration.

The Plan Administrator may delegate to other persons responsibilities for performing certain duties of the Plan Administrator under the terms of this Plan and may seek expert advice as the Plan Administrator deems reasonably necessary with respect to the Plan. The Plan Administrator shall be entitled to rely upon the information and advice furnished by such delegees and experts, unless the Plan Administrator actually knows such information and advice is inaccurate or unlawful. In no event shall an eligible employee or any other person be entitled to challenge a decision of the Plan Administrator in court or in any other administrative proceeding unless and until the claim and appeals procedures described below have been complied with and exhausted.

CLAIMS PROCEDURE FOR PLAN BENEFITS

If an employee (a "claimant") believes that he or she is entitled to benefits, or to greater benefits than are paid under the Plan or was improperly denied the ability to participate in the Plan, the claimant may file a claim for benefits in writing with the Plan Administrator. If the claimant does not provide all the necessary information for the Plan Administrator to process his or her claim, the Plan Administrator may request additional information and set deadlines for the claimant to provide that information. Within fourteen (14) days after receiving a claim, the Plan Administrator will:

- Either accept or deny the claim completely or partially; and
- Notify the claimant of acceptance or denial of his or her claim.

If the claim is completely or partially denied, the Plan Administrator will furnish a written notice to the claimant containing the following information:

- Specific reasons for the denial;
- Specific references to the Plan provisions on which any denial is based;
- A description of any additional material or information that must be provided by the claimant in order to support the claim; and
- An explanation of the Plan's appeal procedures.

The claimant may appeal the denial of his or her claim to the Chief Human Resources Officer. The claimant or his or her authorized representative has the right to:

- Request an appeal by written request to the Chief Human Resources Officer not later than seven (7) days after receipt of notice from the Plan Administrator denying the claimant's claim;
- Upon request and free of charge, the Chief Human Resources Officer will review or receive copies of any documents, records or other information relevant to the claimant's claim; and
- Submit written comments, documents, records and other information relating to the claimant's claim in writing to the Chief Human Resources Officer.

In deciding the claimant's appeal, the Chief Human Resources Officer shall consider all comments, documents, records and other information submitted by the claimant relating to the claim, regardless of whether such information was submitted or considered in the initial review of the claim. If the claimant does not provide all the necessary information for the Chief Human Resources Officer to process the appeal, the Chief Human Resources Officer may request additional information and set deadlines for the claimant to provide that information.

The Chief Human Resources Officer will decide with respect to such an appeal within fifteen (15) days after receiving the written request for such appeal. The claimant will be advised of the Chief Human Resources Officer's decision on the appeal in writing. The notice will set forth (1) the specific reasons for the decision, (2) the specific reference to Plan provisions upon which the decision on the appeal is based, and (3) a statement that the claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of; all documents, records or other information relevant to the claim.

AMENDMENT/TERMINATION OF PLAN

An eligible employee has no vested right to severance pay and benefits under the Plan. The City Council will approve the Plan. As such, the City Council will need to approve any amendments or termination of the plan and will need to authorize a City Officer to sign documents related to the Plan.

NO ASSIGNMENT

Severance pay and benefits payable under the Plan shall not be subject to anticipation, alienation, pledge, sale, transfer, assignment, garnishment, attachment, execution or encumbrance of any kind and any attempt to do so shall be void, except as required by law.

RETURN OF SEVERANCE PAYMENTS

An eligible employee shall be required to return to the City all severance pay and benefits (or portion thereof) that the City paid by mistake of fact, mistake of law, or contrary to the terms of the Plan.

CODE SECTION 409A

To the extent that the period during which the continued provision of medical and dental benefits falls within the first eighteen (18) months following the eligible employee's voluntary separation date, such continued provision of medical and dental benefits is exempt from Section 409A of the Internal Revenue Code under Treasury Regulation Section 1.409A-1(b)(9)(v)(B). To the extent that the period during which the continued provision of medical and dental benefits extends beyond such period, the following shall apply: (i) the premiums for continued medical and dental coverage shall be paid on a monthly basis; (ii) any amounts paid to or on behalf of the employee as reimbursement for medical and/or dental expenses shall be paid on or before the last day of the year following the year in which such expense was incurred; (iii) any amounts paid to or on behalf of the employee as reimbursement for medical and/or dental expenses during one year will not affect the employee's eligibility for amounts paid to or on behalf of the employee as reimbursement for medical and/or dental expenses during any other year; and (iv) the right to continued coverage beyond the initial eighteen (18) month continuation period is not subject to liquidation or exchange for another benefit. This paragraph shall be administered and interpreted consistently with Treasury Regulation Section 1.409A-3(i)(1)(iv).

NO REPRESENTATIONS CONTRARY TO THE PLAN

No employee, officer, director, trustee or elected official of the City has the authority to alter, vary or modify the terms of the Plan, except by means of an authorized written amendment. No verbal or written representations contrary to the terms of the Plan and its written amendments shall be binding upon any person or entity.

NO EMPLOYMENT RIGHTS

The Plan shall not confer employment rights upon any person. No person shall be entitled, by virtue of the Plan, to remain employed by the City and nothing in the Plan shall restrict the right of the City to terminate an eligible employee or any other person's employment at any time.

PLAN FUNDING

No eligible employee shall acquire by reason of the Plan any right in or title to the City assets, funds, or property. All severance pay and benefits are unfunded obligations of the City, and the City shall pay them from its general assets. No employee, officer, director or agent of the City guarantees in any manner the payment of Plan severance pay and benefits.

APPLICABLE LAW

The Plan shall be governed and construed in accordance with the laws of the State of Illinois, without regard to its conflict of law provisions.

SEVERABILITY

If the Plan Administrator or a court of competent jurisdiction finds, holds or deems any provision of the Plan to be void, unlawful or unenforceable under any applicable statute or other controlling

law, the provision shall be severed from the Plan, and the remainder of the Plan shall continue in full force and effect.

MISCELLANEOUS PROVISIONS

All City property (i.e., keys, credit cards, documents and records, printers, laptop computers, pagers, identification cards, equipment, automobile, car/mobile telephones, parking stickers, etc.) must be returned by an eligible employee as of his or her voluntary separation date for such eligible employee to receive severance benefits under the Plan.

THE PLAN IS HEREBY AUTHORIZED BY THE CITY, EFFECTIVE OCTOBER 15, 2025.

CITY OF AURORA

John Laesch, Mayor

ATTACHMENT I

CITY OF AURORA 2025 VOLUNTARY REDUCTION IN FORCE INCENTIVE PLAN APPLICATION FORM

I am eligible for the City of Aurora 2025 Voluntary Reduction In Force Incentive Plan (the "Plan") and wish to apply for Plan benefits.

I acknowledge and agree that I understand the terms and conditions of the Plan and that my decision to apply is voluntary, and that I have been advised to consult with an attorney and my Union representative (if applicable).

Check the option that applies to you:

- ☐ I wish to voluntarily separate from my employment with the City of Aurora on _____ (Insert date on or before December 1, 2025). If you do not insert a date on or before December 1, 2025, if your application is accepted you will voluntarily separate from the City of Aurora on December 1, 2025.
- ☐ I am a retirement-eligible employee and I elect to have my accrued but unused sick time paid out over a period of time prior to my voluntary separation date. I therefore wish to voluntarily separate from my employment with the City of Aurora by retiring, with my last date of active employment being _____ (Insert date on or before December 31, 2025). My voluntary separation date shall then be the date on which I exhaust those sick leave benefits which I am entitled to utilize upon retirement. I further understand that if I elect to have my accrued but unused sick time paid out in a lump sum, my voluntary separation date will be December ____, 2025, unless I elect an earlier date.
- ☐ I am a retirement-eligible employee who would complete a year of service if I remained on the payroll after December 1, 2025. I therefore wish to voluntarily separate from my employment with the City of Aurora by retiring on the date that I complete the year of service under the pension plan in which I participate: _____ (Insert date on or before December 31, 2025, that you complete a year of service).

I understand that, if my application is accepted, I may revoke my signed application form by notifying the Human Resources Director, in writing, on or before the earlier of the close of business on my voluntary separation date or November 30, 2025. I acknowledge that if I timely revoke my application form, I will not be entitled to any severance benefits under the Plan. I also understand that if my application is accepted and I do not timely revoke my application, my employment will be terminated as of my voluntary separation date regardless of whether I execute the Waiver and Release Agreement.

I further acknowledge that to receive the severance pay and benefits described in the Plan, I must sign and submit the Waiver and Release Agreement on or after my voluntary separation date, but not before my voluntary separation date. If I do not sign the Waiver and Release Agreement within fifteen (15) days of receiving it or if I revoke my signed Waiver and Release Agreement, I acknowledge that I will not be entitled to any severance pay and benefits.

Name of Participant - Please Print: _____

Signature of Participant: _____

Date: _____

PLEASE RETURN TO:

Elizabeth Coronado
Director of Human Resources / Plan Administrator
City of Aurora
44 E. Downer Place Aurora, IL 60507

RECEIVED:

Plan Administrator: _____

Date: _____

☐ Approved: _____ ☐ Denied: _____

Reason: _____

ATTACHMENT II

CITY OF AURORA 2025 VOLUNTARY REDUCTION IN FORCE INCENTIVE PLAN WAIVER AND RELEASE

In consideration for the severance benefits to be provided to me under the terms of the CITY OF AURORA 2025 VOLUNTARY REDUCTION IN FORCE INCENTIVE PLAN, dated October 15, 2025, (the “Plan”), the terms of which are incorporated herein by reference, which I acknowledge to be additional to any other compensation or benefits that the City of Aurora (the “City”) is obligated to provide, I, _____ [print name], on behalf of myself and my heirs, executors, administrators, attorneys and assigns, hereby waive, release and forever discharge the City, its elected officials, employees, attorneys, and agents, past, present, and future, and each of its and their respective successors and assigns (hereinafter collectively referred to as “Releasees”), to the maximum extent permitted by law, from any and all known or unknown actions, causes of action, claims, or liabilities of any kind which have or could be asserted against the Releasees arising out of or related to my employment with or separation from the City or against any of the other Releasees from the beginning of time until the date of this Waiver and Release, including but not limited to:

1. Any and all claims, actions, causes of action, or liabilities arising under the Constitution of the United States (and all Amendments); Title VII of the Civil Rights Act of 1964, as amended, including the Equal Employment Opportunity Act of 1972; the Equal Pay Act; 42 U.S.C. §§ 1981, 1983, 1985, 1988, and all amendments to the foregoing statutes; the Age Discrimination in Employment Act, as amended (“ADEA”); the Older Workers Benefit Protection Act; the Employee Retirement Income Security Act, as amended; the Rehabilitation Act of 1973, as amended; the Americans with Disabilities Act, as amended; the Family and Medical Leave Act, as amended; the Fair Labor Standards Act; the Constitution of the State of Illinois; the Illinois Human Rights Act, as amended; the Wage Payment and Collection Act, as amended; the Illinois Public Labor Relations Act, as amended; the Public Employee Disability Act, as amended; the Public Safety Employee Benefits Act, as amended; the Illinois Whistleblower Act; the Illinois State Officials and Employees Ethics Act; the Illinois Public Officer Prohibited Activities Act; the Illinois Municipal Code; and/or any and all other federal, state, local, or municipal employment discrimination or personnel statutes, regulations, executive orders and/or ordinances (including, but not limited to, claims, actions, causes of action or liabilities based on race, color, age, sex (including sexual harassment), national origin, ancestry, disability, religion, sexual orientation, off-duty conduct, arrest or conviction record, marital status, parental status, military or veteran status, source of income, genetic background or predisposition, entitlement to benefits, attainment of benefit plan rights, union activities, harassment, retaliation, or any other status or conduct protected by local, state or federal laws, constitutions, regulations, ordinances or executive orders); and,
2. Any and all claims, actions, causes of action or liabilities asserting the City has violated its personnel policies, procedures, handbooks, any covenant of good faith and fair dealing, or any express or implied contract of any kind; and,

3. Any and all claims, actions, causes of action or liabilities whatsoever including, but not limited to, claims asserting the City has violated public policy, statutory or common law, including claims for: severance pay, claims for salary/wages/bonus, wrongful termination, personal injury; invasion of privacy; retaliatory discharge; negligent hiring, retention or supervision; defamation; intentional or negligent infliction of emotional distress and/or mental anguish; intentional interference with contract; negligence; detrimental reliance; loss of consortium to me or any member of my family; promissory estoppel; claims based upon breach of contract; and,
4. Any and all claims, actions, causes of action or liabilities arising under any other common law; federal, state, or local statute, law, ordinance, or regulation; or other claim whatsoever arising out of, or relating to, my employment with, or separation from, employment with the City or any of the other Releasees; and,
5. Any and all claims, actions, causes of action, or liabilities asserting the City is in any way obligated for any reason to pay me damages, expenses, litigation costs (including attorneys' fees), back pay, front pay, disability or other benefits (other than any accrued pension benefits), compensatory damages, punitive damages, or interest.

To the maximum extent permitted by law, I covenant not to sue, or to institute or cause to be instituted, any action in any federal, state or local agency or court, or in any arbitration forum, against the City or the Releasees. I further agree that I shall immediately withdraw and dismiss with prejudice any and all such actions I may have already filed in any such state, local or federal agency or court, or in any arbitration forum, and furnish evidence of any such withdrawals and/or dismissals, with prejudice.

IT IS THE INTENT OF THE PARTIES HERETO THAT THIS RELEASE SHALL BE A FULL AND FINAL RELEASE AS DESCRIBED ABOVE. While the above General Release is meant to be interpreted broadly and as all-inclusive, as legally allowed, if it is determined that any action or claim cannot be waived by operation of law, including the filing of a charge of discrimination with the U.S. Equal Employment Opportunity Commission or other federal or state agency, or if I participate in any investigation concerning such action or claim, I agree I am specifically waiving my right to recover any monetary damages of any kind, compensation, wages, front pay, back pay, benefits, attorneys fees, interest, and/or costs from the City and the Releasees in connection with such action or claim whether brought by me or any other individual, entity, or agency.

I further waive, release, and discharge the City and the Releasees from any reinstatement rights which I have or could have and further waive any right to any monetary recovery should any federal, state or local administrative agency pursue any claims on my behalf arising out of, or related to, my employment or separation from employment with the City.

I also acknowledge that the City will be under no obligation to employ me or re-employ me or to consider me for employment or re-employment at any time in the future, whether it be for my current position or a different position.

I further acknowledge that I have received all compensation to which I was entitled from the City upon my separation from employment, and I have not suffered any on-the-job injury for which I have not already filed a claim. I acknowledge that, pursuant to the ADEA and the Workplace Transparency Act, I have had at least forty-five (45) days to consider this Waiver and Release thoroughly, and I was encouraged to consult with my personal attorney, if desired, before signing below. I agree that I waive my rights, if any, to attorneys' fees, and I am solely responsible for such costs.

I understand that I may revoke this Waiver and Release within seven (7) days after its signing and that any revocation must be made in writing and submitted to the Plan Administrator within such seven-day period at the following address: Elizabeth Coronado, Director of Human Resources and Plan Administrator, City of Aurora, 44 E. Downer Place Aurora, IL 60507. I further understand that if I revoke this Waiver and Release Agreement, I will not be entitled to severance benefits under the Plan.

I FURTHER UNDERSTAND THAT THIS WAIVER AND RELEASE INCLUDES A RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS.

I acknowledge and agree that if any provision of this Waiver and Release is found, held or deemed by a court of competent jurisdiction to be void, unlawful or unenforceable under any applicable statute or controlling law, the remainder of this Waiver and Release shall continue in full force and effect.

I further acknowledge and agree that I have carefully read and fully understood all the provisions of this Waiver and Release and that I voluntarily enter into this Waiver and Release by signing below.

NOTICE: YOU MAY CONSULT WITH AN ATTORNEY OF YOUR CHOICE PRIOR TO SIGNING THIS WAIVER AND RELEASE AGREEMENT. BY SIGNING THIS AGREEMENT, YOU ARE WAIVING YOUR RIGHTS ARISING PRIOR TO THE DATE OF THIS AGREEMENT. YOU ARE ALSO RELEASING THE CITY AND RELEASEES FROM ANY AND ALL OTHER CLAIMS YOU MAY HAVE.

Signature of Participant

Date

PLEASE RETURN TO:

Elizabeth Coronado
Director of Human Resources Plan Administrator
City of Aurora
44 E. Downer Place Aurora, IL 60507