



INVESTIGATION REPORT

TO: VILLAGE OF MAYWOOD BOARD OF TRUSTEES

FROM: CARRIE A. HERSCHMAN, ESQ.

SUBJECT: CONFIDENTIAL WORKPLACE INVESTIGATION

DATE: JUNE 2, 2022

EXECUTIVE SUMMARY

On March 22, 2022, Village Manager Chasity Wells-Armstrong made a complaint to the Village of Maywood Board of Trustees alleging that Mayor Nathaniel Booker was subjecting her to a hostile work environment and overstepping his Article 5 statutory authority. She also claimed that former Village Attorney Michael Jurusik participated in Mayor Booker's alleged misconduct. Village Manager Wells-Armstrong thereafter fired Mr. Jurusik on March 25, 2022 and replaced him with Felicia Frazier and Burt Odelson of Odelson, Sterk, Murphey, Frazier & McGrath, Ltd.

In response to the complaint, the Trustees engaged Carrie Herschman of Herschman Levison Hobfoll PLLC on April 6, 2022 to conduct an independent investigation into the Village Manager Wells-Armstrong's allegations and to make appropriate recommendations. Ms. Herschman was provided full access to Village employees and its officials and she interviewed twenty five individuals during the investigation. Ms. Herschman attended a portion of a Board meeting in person and watched Board meetings online. This report is based on the interviews conducted, the documents reviewed, Board meetings, and legal research into the complaint and allegations.

As described in greater detail below, the investigation found no evidence supporting the Village Manager Wells-Armstrong's allegations of a hostile work environment based on a protected characteristic. The complaint about Mayor Booker overstepping his Article 5 statutory authority alone does not constitute an actionable claim of discrimination.

Rather than uncovering evidence supporting her complaints, the investigation found a culture of fear and intimidation in Maywood created by Village Manager Wells-



Armstrong. In particular, numerous individuals expressed fear of retaliation from Village Manager Wells-Armstrong. Because so many people voiced concerns about potential retaliation, the facts are presented in narrative form and names and identifying information of individuals interviewed are not used.

The investigation further found that Village Manager Wells-Armstrong engaged in discriminatory conduct. Notably, multiple people reported that Village Manager Wells-Armstrong made disparaging remarks about race and perceived sexual orientation. Witnesses also reported that Village Manager Wells-Armstrong frequently threatened to physically harm Mayor Booker when expressing her feelings toward him. Although she never directly threatened Mayor Booker, using such language to express her feelings towards the Mayor (especially when speaking with subordinates) is inappropriate and unprofessional. In contrast, Mayor Booker did not express, nor did anyone report that he used aggressive language when describing his feelings towards Village Manager Wells-Armstrong.

It is my recommendation that the Board of Trustees terminate Village Manager Wells-Armstrong's employment because of her retaliatory behavior towards employees and her use of discriminatory language and tropes to describe her perceived opponents. I also recommend that Maywood establish the Commission on Community Relations and update Maywood's Personnel Manual so Village employees and others may report their concerns about discrimination and retaliation, among other things, without fear of retribution.



THE VILLAGE MANAGER’S COMPLAINTS AGAINST THE MAYOR

Village Manager Chasity Wells-Armstrong (the “Village Manager”) first complained in writing on March 22, 2022 following Mayor Nathaniel Booker’s (the “Mayor”) unsuccessful attempt to end her employment during a closed executive session.¹ The Village Manager sent a memo with the re: line “First three (3) Quarters and Goals for FY’23” to some – but not all – of the Trustees² that included claims against the Mayor. She generally alleged that the Mayor had created a hostile work environment and that he had overstepped his authority. For example, she complained that “her personal space has been encroached upon without regard for my feelings or impact on staff.” The Village Manager described her relationship with the Mayor as an “abusive relationship” and suggested that the Mayor suffers from an “abusive personality.” The Village Manager read her complaint to Board of Trustees during an executive session.

The Village Manager made a further written complaint against the Mayor in a memo dated March 25, 2022.³ That memo had the re: line “Appointment of the Village Attorney” and explains the Village Manager’s decision to fire the then Village Attorney, Michael Jurusik, and hire Felicia Frazier and Burt Odelson to replace him as the Village Attorney. The memo restates the Village Manager’s general belief “regarding the hostile work environment that has been created because of Mayor Nathaniel George Booker consistently violating the Article 5 form of government” and reasserts that the Village Manager “no longer feel[s] comfortable engaging with Mayor Booker or Attorney Jurusik.” The Village Manager claims that “Attorney Jurusik has not only allowed Mayor Booker to operate outside the Village’s Statutory Manager form of government, but has participated in the intimidation tactics of an employee, thus *perpetuating* a hostile work environment.” (Emphasis original.)

Later the Village Manager suggested that the Mayor mistreated her due to her gender noting that she was the first female village manager. She also subsequently alleged that the decision to await the results of the investigation before taking action on leasing a

¹ A copy of the Village Manager’s March 22 allegations and accompanying materials are attached hereto and incorporated herein as **Exhibit A**.

² The Village Manager said she deliberately excluded Board members she believed were the Mayor’s supporters.

³ A copy of the Village Manager’s March 25 allegations and accompanying materials are attached hereto and incorporated herein as **Exhibit B**.



car for her and before reviewing her performance constituted acts of retaliation against her.⁴

THE INVESTIGATION

I. Complainant's Interview

As discussed on April 6, 2022 during closed session, I sought to interview the Village Manager, the complainant, first. Interviewing the complaining party is always the first step in an investigation. I offered to interview the Village Manager on a date and time that was convenient for her. She declined my offer to interview her over the weekend or outside of business hours. Village Manager Wells-Armstrong was adamant that she would not cooperate if I was associated with the former Village Attorney. Following assurances that I was, in fact, independent, and not affiliated with the law firm of Klein, Thorpe & Jenkins, she agreed to be interviewed – but not until April 29, 2022. Less than 24 hours before her April 29 interview, the Village Manager sought to reschedule the interview in order to attend a ComEd event claiming that the Mayor would “hold it against her” if she did not attend the event.⁵

In the end, the Village Manager appeared for her April 29 interview after a Trustee intervened. My attempts to schedule a follow-up interview with her were likewise met with resistance. The follow-up interview eventually took place on May 31, 2022. Despite the difficulties in interviewing her, the Village Manager sent me more than seventy emails throughout the investigation that she asserted support her claims.

In contrast, Mayor Booker made himself readily available for interviews and uploaded documentary support for his position through a secure link I provided. He also forwarded emails throughout the investigation. Mayor Booker sent me more than fifty emails throughout the investigation to support his position.

⁴ The Village Manager and Village Attorney Burt Odelson each notified this investigator about the Mayor's recent arrest for driving under the influence which the Mayor confirmed happened. For purposes of this Report, the Mayor's arrest was neither considered nor given any weight because Illinois has a strong public policy prohibiting employers from considering arrest records and conviction records when making employment decisions. *See* 775 ILCS 5/2-103 (arrest record) and 775 ILCS 5/2-103.1 (conviction record). A copy of relevant portions of the laws are attached hereto and incorporated herein as **Exhibit C**.

⁵ The email correspondence the Village Manager provided in support of her position undercut her claims that the Mayor was acting against her and/or that she only recently learned of the conflict. A copy of the email correspondence is attached hereto and incorporated herein as **Exhibit D**.



II. Witness Interviews

I interviewed every Trustee, and most of the department heads. I also spoke with lower level employees, the former and new Village Attorneys, and third party witnesses. Some witnesses were interviewed more than once. Each of the witnesses made time to speak to me; however, I repeatedly had to address concerns about retaliation throughout the interviews. Some witnesses simply refused to speak to me citing their concerns of retaliation from the Village Manager. All the witnesses who feared retaliation were the Village Manager's subordinates. None of the witnesses were concerned about retaliation from the Mayor. Those witnesses that feared retaliation would only speak to me after they were assured several times that their names would not be used in the report and that they would not be otherwise identified. It is for this reason that witness names are not used in the report and the facts are presented in narrative form.

BACKGROUND

I. Maywood's Managerial Form of Municipal Government

In 1979, the Village of Maywood adopted the managerial form of municipal government as set forth in Article 5 of the Illinois Municipal Code.⁶ Consistent with Article 5, the mayor is the official head of Maywood and has the right to vote on legislative matters⁷ while the village manager is the administrative head of Maywood and responsible for the efficient administration of all Maywood departments.⁸

Maywood is governed by a Board of Trustees consisting of a mayor⁹ and 6 trustees.¹⁰ The Board of Trustees is the legislative body responsible for enacting all ordinances.¹¹

The village manager reports to the Board of Trustees and serves at the Board's discretion. The Board of Trustees appoints the village manager and sets the conditions of the village manager's employment.¹² The village manager may be removed from office at

⁶ See Maywood Municipal Code § 30.25; see also 65 ILCS 5/1-1-1, *et seq.* Relevant provisions of the Illinois Municipal Code are attached hereto as **Exhibit E**.

⁷ 65 ILCS 5/5-3-1.

⁸ 65 ILCS 5/5-3-7.

⁹ "The president of a village or incorporated town may be referred to as mayor or president of such village or incorporated town." 65 ILCS 5/1-1-2.1.

¹⁰ *Id.*

¹¹ 65 ILCS 5/5-3-6.

¹² *Id.*



any point by a majority vote of the Board of Trustees.¹³ Thus the Board of Trustees retains the power to fire the village manager consistent with the employment contract.

The village manager should be apolitical and is responsible for the day-to-day operations of Maywood.¹⁴ As the administrative head, the village manager has the following statutory powers and duties:

1. To enforce the laws and ordinances within Maywood;¹⁵
2. To appoint and remove all directors of departments;¹⁶
3. To exercise control of all departments and divisions within Maywood;¹⁷
4. To prepare financial data for the Board of Trustees to consider prior to preparation of the annual appropriation ordinance;¹⁸
5. To attend all Board of Trustees meetings with the right to take part in discussions, but with no right to vote on any question or ordinance;¹⁹
6. To recommend to the Board of Trustees for adoption such measures as she may deem necessary or expedient;²⁰ and,
7. To perform such other duties as may be prescribed by Article 5 or may be required by the Maywood Municipal Code or resolution of the Board of Trustees.²¹

II. The Current Mayor, Board of Trustees and Village Manager

The Maywood Board of Trustees (the “Board of Trustees”) consists of six individual Trustees and the Mayor. All the Trustees are impressive in their own right – each of whom has dedicated their personal time and energy to the Village of Maywood. The Trustees are all eager to make Maywood a better place for their constituents, their families, and themselves.

Mayor Nathaniel Booker is a first-term Mayor. Prior to being elected mayor, he served the Village of Maywood as a Trustee. Mayor Booker’s hand-picked Village Manager was Chasity Wells-Armstrong, a former one-term mayor of Kankakee. Ms.

¹³ *Id.*

¹⁴ The village manager is “appointed without regard to his political beliefs.” 65 ILCS 5/5-3-7.

¹⁵ 65 ILCS 5/5-3-7(1).

¹⁶ 65 ILCS 5/5-3-7(2).

¹⁷ 65 ILCS 5/5-3-7(3).

¹⁸ 65 ILCS 5/5-3-7(5).

¹⁹ 65 ILCS 5/5-3-7(6).

²⁰ 65 ILCS 5/5-3-7(7).

²¹ 65 ILCS 5/5-3-7(8).



Wells-Armstrong had not worked as a village manager prior to her hiring. Witnesses noted that she was “barely qualified”²² for the role, and that her hiring was outside the normal procedure. The Mayor selected the Village Manager without presenting any other candidates to the board. Normally a national search for a village manager would be conducted, and the Board of Trustees would have the opportunity to interview multiple candidates. Instead, the Mayor elected to forego this process in favor of Ms. Wells-Armstrong.

It was against this backdrop that the Village Manager moved her family from Kankakee to Bolingbrook to take the instant job, having just lost her bid for reelection in Kankakee. Initially, the relationship between the Mayor and the Village Manager was strong. All witnesses agreed that the relationship between the Mayor and the Village Manager was very good in the beginning – describing them as “besties” and expressing surprise at the demise of their relationship.

The Village Manager and the Mayor were aligned in hiring and firing decisions, save one. The Village Manager sought from the start to replace the former Village Attorney with the attorneys she used in Kankakee. The Mayor objected, wanting to keep the former Village Attorney, who had held the role for twenty years.

The Village Manager followed the Mayor’s direction and the former Village Attorney continued in his role. However, the Village Manager continued to contact the former Kankakee attorneys.²³ She would call Burt Odelson throughout her employment to get his advice on matters. Mr. Odelson provided “free legal advice” in his words, to the Village Manager, advising her about the respective roles of the Mayor as compared to the Village Manager under the managerial form of municipal government. The Village Manager complained to Mr. Odelson that she was being subjected to a “hostile work environment” because of the Mayor’s actions. Mr. Odelson advised her to try to work with the Mayor and that if she could not, she should raise her complaint with the Board of Trustees.

The relationship between the Mayor and the Village Manager began to unravel in the late summer/early fall 2021. The Village Manager alleges that problems began when she refused to do the Mayor’s bidding and stood up for herself. The Mayor alleges that their relationship deteriorated after he identified numerous problems with her work.

²² Ms. Wells-Armstrong’s resume and the village manager job description are attached hereto and incorporated herein as **Exhibit F**.

²³ Burt Odelson previously worked with the Village Manager when she was the mayor of Kankakee.



The Village Manager repeatedly sought assurances from the Mayor that her two-year contract would be extended, but the Mayor would not provide her assurances because he believed her job performance was subpar. He was dissatisfied with her ability to complete tasks²⁴ – many of which the Board of Trustees had previously assigned to the prior Village Manager. He was also dissatisfied with her failure to make good on his campaign promises. Among other things, resident concerns remained unaddressed on the MyCivic application, although the Board of Trustees had previously directed that all concerns should be acknowledged within 48 hours of receipt. The Mayor was also frustrated that the Zetron system was not yet functional. The Mayor was further critical of the Village Manager for problems with the Village’s website. In an effort to repair the relationship, the Village Manager asked the Mayor to go to Michigan – where she had frequently vacationed – so they could concentrate on resetting their relationship. The Mayor agreed.

The trip, which the Village Manager paid for herself, was a failure. The Village Manager recounts how the Mayor chose to listen to his car navigation system rather than her directions to the location – an example she claims that demonstrates how the Mayor does not listen to others.²⁵ The Mayor was uncomfortable with the trip from start to finish – he didn’t understand why they needed to go to Michigan. Very little time was spent on Village business of any kind – the Village Manager described the trip as a “reset” one that could help her and the Mayor understand one another better. The Mayor found the Village Manager’s personal questions – her attempt to better understand and connect with the Mayor – strange and uncomfortable.

After the Michigan trip, the Mayor and the Village Manager met with Village Attorney Jurusik.²⁶ At this point, according to all of the parties, the relationship between the two was effectively over. The Mayor and the Village Manager could barely speak on the phone to one another. Village Attorney Jurusik advised them to find a way to work it out – to communicate via Mycivic or email.

The Village Manager eventually blocked the Mayor from her personal cell phone. During her initial interview on April 29, she stated that she could not and would not speak to the Mayor. When questioned on how that could possibly work, she suggested that she

²⁴ The Village Manager’s self-appraisal and the Mayor’s comments thereto as well as the points he sought to address with the Board regarding the Village Manager’s performance are attached hereto and incorporated herein as **Exhibit G**.

²⁵ This complaint was echoed by many Trustees, including members of the Mayor’s own political party.

²⁶ The Mayor and the Village Manager met with the Village Attorney on 2-3 occasions.



could have a meeting with the Mayor so long as the meeting was also attended by certain Trustees, Isiah Brandon, Miguel Jones, Aaron Peppers and Shabaun Reyes-Plummer, whom she believed were “against” the Mayor. After some coaxing she agreed that meetings with the Mayor must include all the Trustees. Nonetheless, she flatly refused to meet with the Mayor individually. Later during the interview, she said that she was willing to shake the Mayor’s hand publicly and move forward.

The Mayor was not so inclined. The Mayor cannot envision a path forward because he believes the relationship is damaged beyond repair.

The Village Manager sought advice about the Mayor and her relationship from different sources – the former Village Attorney, the new Village Attorneys and some Trustees, among others. As noted above, Mr. Odelson, one of the new Village Attorneys, stated that he provided Ms. Wells-Armstrong “free legal advice” prior to replacing the former Village Attorney.

The former Village Attorney attempted to mediate the deteriorating relationship between the two and encouraged the Village Manager and the Mayor to find a way to work together. Because phone calls were unproductive, Village Attorney Jurusik suggested that they communicate via email and MyCivic. Village Attorney Jurusik reminded the Village Manager that she, like him, was an “at will” employee, meaning she could be fired at any time, for any reason, absent an unlawful reason. The Board of Trustees could fire her at any point, provided a majority voted in favor of her removal. The at-will nature of the employment relationship is explicitly stated in the Village Manager’s contract²⁷ and is

²⁷ “Section 3. AT WILL EMPLOYMENT RELATIONSHIP. CWA [Chasity Wells-Armstrong] agrees and understands that her employment relationship with the Village is an “at-will” relationship and the Corporate Authorities may terminate her and this Agreement at any time and for any reason. CWA agrees and understands that she does not have the right to receive any type of progressive discipline prior to the termination of this Agreement, and she waives any and all claims to a contract right of employment having been created by this Agreement or any Village Code provision or the Village of Maywood’s Personnel Policy Manual or any State law. Nothing in this Agreement shall prevent, limit or otherwise interfered with the rights of the Corporate Authorities to terminate the employment of CWA at any time, subject only to the provisions set forth herein. Nothing in this Agreement shall prevent, limit or otherwise interfere with the rights of the Corporate Authorities to terminate the employment of CWA at any time, subject only to the provisions set forth herein. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of CWA to terminate her employment with the Village at any time, subject only to the provisions herein.” Contract, page 3. A copy of the Village Manager’s contract is attached hereto and incorporated herein as **Exhibit H**.



consistent with Article 5 of the Illinois Municipal Code.²⁸ At that time, the Village Manager again brought up a contract extension. The former Village Attorney advised her that her contract could not extend beyond the Mayor’s term as a matter of law.²⁹ Ultimately, the Village Manager would fire Village Attorney Jurusik.

But first, the Mayor attempted to fire the Village Manager at a special board meeting on March 9 which was unsuccessful. The Village Manager then made the instant allegations on March 22 and March 25 against both the Mayor and the former Village Attorney.

ANALYSIS AND FINDINGS

I. Alleged “Hostile Work Environment”

The Village Manager repeatedly uses the term “hostile work environment” to describe her complaints against the Mayor. She uses that term in the lay sense not as the concept is understood under the law. In order to state a claim for a hostile work environment, the employee must demonstrate that the alleged hostile work environment is based on a protected characteristic – for example, race, gender, and/or age - that is so severe and pervasive it alters the workplace.³⁰ Here, the Village Manager fails to allege any discriminatory conduct that would be actionable under state and/or federal law.

²⁸ 65 ILCS 5/5-3-7.

²⁹ 65 ILCS 5/8-1-7(b) states, in relevant part, “...the corporate authorities of any municipality may make contracts for a term exceeding one year and not exceeding the term of the mayor or president holding office at the time the contract is executed, relating to (1) the employment of a municipal manager...”

³⁰ The Equal Employment Opportunity Commission (“EEOC”) defines harassment and a hostile work environment this way: “Harassment is unwelcome conduct that is based on race, color, religion, sex (including sexual orientation, gender identity, or pregnancy), national origin, older age (beginning at age 40), disability, or genetic information (including family medical history). Harassment becomes unlawful where 1) enduring the offensive conduct becomes a condition of continued employment, or 2) the conduct is severe or pervasive enough to create a work environment that a reasonable person would consider intimidating, hostile, or abusive.” www.eeoc.gov/harassment. The Illinois Human Rights Act, 775 ILCS 5/1-101 *et seq.*, uses this definition, “5/2-101 (E-1) Harassment. "Harassment" means any unwelcome conduct on the basis of an individual's actual or perceived race, color, religion, national origin, ancestry, age, sex, marital status, order of protection status, disability, military status, sexual orientation, pregnancy, unfavorable discharge from military service, citizenship status, or work authorization status that has the purpose or effect of substantially interfering with the individual's work performance or creating an intimidating, hostile, or offensive working environment. For purposes of this definition, the phrase "working environment" is not limited to a physical location an employee is assigned to



a. March 22 allegations

In her March 22 memo, the Village Manager writes, “Prior to the special board meeting the Mayor called on March 9, 2022, I could sense our relationship was on a negative decline. I knew he was not happy with my constantly pushing back and reminding him I have seven (7) bosses. In prior weeks, I even asked him if he was going to “Willie Norfleet” (fire) me.” The Village Manager’s statement that she was aware of the Mayor’s concerns about her performance prior to her complaint undercuts general claims of workplace misconduct because she only made those claims *after* she learned the Mayor was dissatisfied with her job performance and not interested in discussing a contract extension.³¹ Moreover, the Village Manager serves at the discretion of the Board of Trustees and the Mayor, as a member of that Board, was properly concerned with her job performance.³²

The Village Manager also claimed that the Mayor accused her of siding with his political opposition.³³ The position of village manager is supposed to be apolitical, but it is clear that Village Manager Wells-Armstrong acted politically when dealing with the Mayor.³⁴ Although the Village Manager produced one email to support her claim, it is my opinion that the Village Manager, not the Mayor, has weaponized the deep political divides in Maywood and politicized the office of the Village Manager. For example, on March 22 she provided the attached Exhibit A outlining her concerns, to some – but not all – of the Board of Trustees. She admitted that she excluded certain Trustees that she believed were “with” the Mayor.

Furthermore, throughout this investigation, the Village Manager elected to forward emails to me that she believed supported her claims against the Mayor. The emails she provided did not demonstrate that the Mayor was mistreating her. Instead, the emails she provided demonstrated that she, not the Mayor, sought to weaponize the political divides in Maywood. She alerts some – but not all – of her seven bosses to perceived wrongdoing, regularly speaking to Trustees Brandon, Jones and Peppers and refusing to speak to Trustees Lightford, Sanchez and Booker.

perform his or her duties. A copy of the relevant statutory provisions is attached hereto and incorporated herein as **Exhibit I**.

³¹ Had the Village Manager contacted me for legal advice, I would have advised her to do precisely what she did here – file a complaint in order to slow down the termination process.

³² 65 ILCS 5/5-3-7.

³³ The Village Manager provided an email to support this allegation. The email is attached hereto and incorporated herein as **Exhibit J**.

³⁴ 65 ILCS 5/5-3-7.



b. March 25 Allegations

The Village Manager’s March 25 allegations expand upon her claim of a hostile work environment, claiming that the Mayor, together with the former Village Attorney, violated the “Article 5” form of government – that is, where the Village Manager is tasked with day-to-day operations.

The Village Manager articulates no actionable claim here. Instead, she has provided one of the most striking examples of how her personal animosity towards about the Mayor impacted the Village of Maywood.

She has directed staff not to speak to the Mayor upon pain of discipline.³⁵ She has demonstrated that she can, does and will retaliate against anyone who does not follow her directions. She has told multiple witnesses that she wants to “punch the Mayor in the face” that she will “whoop his ass” and that he belongs in the basement. No witness corroborated her statement that the Mayor yelled at her.

The relationship between the Mayor and the Village Manager in the Manager form of local government can be complex. The Village Manager essentially argues that the Mayor has acted *ultra vires* – or overstepped his authority – by inserting himself into day-to-day Village operations. She then complains that the former Village Attorney supported his efforts to undermine her authority.

The Village Manager could not point to any evidence that the former Village Attorney aided the Mayor in this alleged power grab. The evidence demonstrated that the Village Attorney provided training to the Village Manager, Mayor and Board of Trustees regarding their respective roles and that he provided her with correct legal advice, albeit legal advice that she disliked. At the beginning of her employment, the Village Manager sought to hire Odelson, Sterk, McGrath & Frazier as the Village Attorneys. She had previously worked with Burt Odelson and Felicia Frazier while she was the Mayor of Kankakee. The Mayor did not want to fire the longtime Village Attorney, and the Village Manager ceded to his request. Mr. Odelson stated that he had provided Ms. Wells-Armstrong “free legal advice” throughout her employment with the Village of Maywood on the respective roles of the mayor and the village manager in an Article 5 form of government prior to becoming the Village Attorney.³⁶ He also stated that she had told him

³⁵ The Village Manager’s April 12 communication and memo are attached hereto and incorporated herein as **Exhibit K**.

³⁶ The Village Manager’s May 31 email that her relationship with the lawyers is no one’s business is attached hereto and incorporated herein as **Exhibit L**. I did not find that the Village Manager contacted four trustees prior to making her decision.



that she believed she was being subject to a hostile work environment and that he advised her to try to work it out with the Mayor but that if she could not she should tell the Board of Trustees.

In his 2021 Training Session for Appointed and Elected Village Officials the former Village Attorney advised the Village that “Village Manager form of gov’t => appointed and elected officials do not direct Village employees... the Village Manager does.”³⁷ The International City/County Management Association, (“ICMA”) states that “it is a fundamental principal of the council-manager form of government that council members will not direct staff other than through the manager. In some cases, all direct contact is discouraged. In other cases, asking questions is considered acceptable, particularly if directed at higher level employees such as department heads.”³⁸ The former Village Attorney provided an article³⁹ he distributes to all his municipal clients that operate under the Village Manager form of government that describes the interaction between the office of the mayor and the office of the Village Manager. The article states, among other things:

“[The mayor] also serves as *spokesman for the council*, enunciating positions taken, informing the public about coming business, and fielding questions about the city’s policies and intentions.” (Emphasis original) (page 2)

“Although the manager must maintain positive relationships with each member of the council, the mayor-manager interaction is an official way to exchange information...” (page 4)

“For example, the mayor may advise the manager to bring more matters to the council or fewer; he may intervene with a council member who is intruding into operational matters, or he may seek to alleviate tension between the council and staff before a series [sic] develops.” (page 4)

The quoted passages all envision a government where the mayor and village manager work together to move the elected official’s agenda forward. The Village Manager’s argument that the Mayor is to have no contact with any staff – upon pain of discipline – and insistence that she receive direction from “all seven of her bosses” fosters political infighting and renders any Village business virtually impossible to conduct. The political divisions in Maywood are well-known. Furthermore, the evidence that the Village Manager provided

³⁷ A copy of the relevant portion of the presentation is attached hereto as **Exhibit M**.

³⁸ “Making it Work: The Essentials of Council-Manager Relations” ICMA at 21.

³⁹ A copy of the article the former Village Attorney provided is attached hereto and incorporated herein as **Exhibit N**.



shows that she has not sought the advice of all seven of her bosses but rather selectively sought the advice of the Mayor's political opponents. In so doing she has politicized the office of Village Manager – a role that should be apolitical. *See, e.g.*, the attached memo drafted by Mr. Odelson which states, “The Illinois Municipal Code stresses the non-partisan nature of the manager’s role in that the manager is ‘appointed without regard to his [or her] political beliefs.’ The emphasis is consistently on the professional skill and managerial competence of the manager. Policy and politics are the province of the Council or Village Board, not the manager.”⁴⁰

The former Village Attorney correctly advised the Village Manager and Mayor that her contract could not extend beyond the Mayor’s term, which ends in April, 2025.⁴¹ The Village Manager is certainly within her authority to appoint the Village Attorney. That said, when the Village Manager exercises that authority in a strategic, retaliatory manner to serve her own interests she acts improperly.

Here, she fired the former Village attorney, who had served the village for over twenty years and holds a great deal of institutional knowledge about the Village. The Village Manager apparently never accepted the former Village Attorney and wanted to have her own people in place. Throughout her employment she sought advice from Mr. Odelson and elected to fire the Village Attorney after she received advice she did not like. As one Trustee asked, “who is Felicia Frazer? Is she the Village’s attorney or Chasity’s personal attorney?”⁴²

The Village Manager’s other allegations, that the Mayor has exceeded his statutory authority likewise fail. The Mayor is well within the scope of his authority to meet Village employees and ask questions. He can observe staff meetings; he cannot direct Village staff. There has been no evidence presented that the Mayor interfered with or otherwise directed staff in violation of Article 5. To the contrary, the Village Manager has politicized her office to such an extent that Village employees fear her, not elected officials.

⁴⁰ A copy of the memo is attached hereto and incorporated herein as **Exhibit O**.

⁴¹ 65 ILCS 5/8-1-7(b) states, in relevant part, “...the corporate authorities of any municipality may make contracts for a term exceeding one year and not exceeding the term of the mayor or president holding office at the time the contract is executed, relating to (1) the employment of a municipal manager...”

⁴² I did not find any evidence that Ms. Frazer placed the Village Manager’s interests above those of the Village. The Village Manager did forward me and the Village Attorney (Ms. Frazer and Burt Oldeson) emails that should have been addressed only to me. Those emails involved the investigation and her allegations are attached hereto as **Exhibit P**.



The Village Manager's written directive prohibiting Village employees from speaking to the Mayor – or any other Village official – means that no Village employee could report concerns about the workplace, the Village Manager or their fears of retaliation to her employer.

When asked to expand upon her March 22 and March 25 allegations, the Village Manager provided no relevant evidence. She was unable to state, for example, how the Mayor had allegedly overstepped his authority. I pressed her for examples of how he interfered with the Village's day-to-day operations. In response, she simply concluded that he did. Village Attorney Burt Odelson commented that the Mayor exceeded his authority by sitting in the Village Manager's meetings with department heads but later conceded that the Mayor, as well as the Trustees, could attend those meetings as observers.⁴³ There is no evidence that the Mayor hired or fired department heads or otherwise usurped any of the other statutory powers of the Village Manager.

II. The Village Manager Retaliates Against Village Employees

In the course of investigating the Village Manager's complaint, I discovered serious concerns about how the Village Manager conducted herself in her day-to-day functions. Numerous witnesses reported that the Village Manager used derogatory terms, displayed discriminatory intent and/or engaged in retaliatory behavior against Village employees.

The Village Manager's retaliatory behavior is well documented. Nearly every witness (including a Trustee) was fearful of speaking to me. Some employees simply refused to be interviewed, including a department head. Witnesses would only speak to me after they were assured several times that their names would not be used in the report and that they would not be otherwise identified. I have conducted many workplace investigations and have never encountered a workforce like this one, that is uniformly afraid to cooperate with me. Retaliating against a witness who participates in an investigation such as the instant investigation states a claim for retaliation under both state and federal law. Moreover, retaliation claims account for more than half of all employment discrimination claims filed at the EEOC.⁴⁴

Examples of retaliation from the Village Manager include, but are not limited to, the following:

⁴³ Village Attorney Burt Odelson acknowledged that neither he nor any Odelson Sterk attorney ever raised concerns to the Board of Trustees about the Mayor exceeding his statutory authority.

⁴⁴ Retaliation claims account for 55.8% of all charges filed with the EEOC according to the EEOC's enforcement and litigation data for the 2020 fiscal year.



- When a department head answered a question from the Mayor at a COW meeting that the Village Manager did not like she ordered him to move his office to the basement;
- When the Mayor told the Village Manager that graffiti in the Village needed to be removed at a Board meeting the Village Manager reneged on the plan to hire a laborer to assist in the Department, telling the Department head that she would hire him an assistant deputy instead in order to keep an eye on him [the department head];
- The Village Manager removed a Department Head from the weekly meetings she had with Department Heads because she believed the individual was providing the Mayor information;
- The Village Manager placed a Department Head on a three-day unpaid suspension for disagreeing with her privately;
- The Village Manager moved offices of Village employees she believes were aligned with the Mayor to punish them; and,
- The Village Manager publicly shames and berates Village employees she believes are “disloyal” to her.

In contrast, no Village employee alleged that they were subject to retaliation from the Mayor. Some employees expressed concern about being caught in the politics of this investigation, but when asked directly if they feared retaliation from the mayor, all answered they did not. In contrast, when asked if they feared retaliation from the Village Manager all but two answered affirmatively. Nearly every employee cried during their interviews with me. All the employees were anxious about their jobs and fearful of what the Village Manager might do to them in retaliation for speaking to me. In this form of government, the Village Manager, not the Mayor, Maywood’s administrator with the absolute power to hire and fire Village employees, a fact that is well known to all. As the Village Manager angrily told a Village employee, “I can fire you and there is not a damn thing the Mayor can do about it.”

III. The Village Manager Uses Discriminatory Language and Tropes

Multiple employees stated that the Village Manager used foul language and discriminatory language regularly when referring to her perceived opponents. I had the same experience during our first interview. While no question was pending, and I was taking notes, the Village Manager offered that, “the Mayor has gender identity issues” as a reason that they could not work together. This homophobic, transphobic language plays



to the implicit bias⁴⁵ of Trustees. One Trustee said that the Mayor was too “emotional” and did not act the way a man should. Implicit bias – how to identify it, address it and overcome it, has become increasingly important in the workplace and beyond. For example, Illinois state court judges are now required to complete implicit bias training.⁴⁶

Employees described multiple occasions wherein the Village Manager utilized racist and sexist tropes. Among other things, she would warn employees that they could have “momma” who would take care of them, or “black momma” who would “whoop their ass”. She told employees that the problem really was that they were white and management was black – minimizing concerns and infusing the Village’s day-to-day operations with discriminatory, divisive language.

The Village Manager likewise employs homophobic tropes and slurs to describe the Mayor. One witness recounted how she told him that she would not, “take orders from a well-groomed black man” because she would prefer to “punch him in his f_ing face”.⁴⁷

She has told multiple employees as well as third parties that she wants to “punch the mayor in the face”⁴⁸ and that she wants to “whoop his ass”.⁴⁹

She has repeatedly stated that the mayor is simply “part time”,⁵⁰ without acknowledging that is offensive. She maintains that is not derisive but that she is simply stating “facts”. She regularly opines that she would never live in Maywood, refusing to acknowledge how offensive that statement is. She says that the Mayor is not “her” Mayor, arguing that is a fact because she does not live in Maywood. She states that she does not want to be in politics, and that the Mayor publicly demeans and discredits her while

⁴⁵ Implicit bias refers to the attitudes and stereotypes that affect our understanding, actions and decisions in an unconscious manner. State of Science: Implicit Bias Review 2015. Kirwan Institute for the Study of Race and Ethnicity.

⁴⁶ See “Interrupting Implicit Bias in the Illinois Judiciary”, <https://www.2civility.org/interrupting-implicit-bias-in-the-illinois-judiciary/>.

⁴⁷ The phrase “well-groomed black man” is used to refer to black men who are – or perceived to be – homosexual.

⁴⁸ Threats against public officials are expressly prohibited by state law. 720 ILCS 5/12-9 (stating that it is a Class 3 felony for the first offense and a Class 2 felony for a second offense). A copy of the law is attached hereto and incorporated herein as **Exhibit Q**.

⁴⁹ No Trustee had heard the Village Manager use this language; no Village employee had brought their concerns about the Village Manager’s use of derogatory language and/or tropes. This is unsurprising – the Village Manager has made clear that employees who contact any elected officials – i.e. her supervisors – will be subject to immediate discipline. Additionally, the Village has not yet established a Commission on

⁵⁰ Include copies of emails wherein she refers to the mayor as “parttime”.



likewise ignoring her role in fostering political division. Maywood's managerial form of municipal government only works if the Village Manager is not partisan. Here, the Village Manager is nothing but partisan. She has effectively rendered the office of the Mayor superfluous, anointing herself the de facto mayor without the bother of an election.

In her written allegations to the Board she alleges that the Mayor is a narcissist who has a personality disorder.⁵¹ She told me that she knew this was the case because she had worked with addicts for years. In the packet she provided to the Mayor's political opponents she included an article on how to identify such personality disorders. Such conduct is inappropriate and demeaning. The Village Manager is not qualified to render psychiatric opinions and even if she was qualified it is unethical to speculate about the mental health of public figures.⁵²

Likewise, her behavior at Board meetings and the materials she chooses to showcase at the meetings are inappropriate and disrespectful of others' time. When I asked her why she would opt to include a Ted Talk on civility in her report at a Board meeting that was already past 11 p.m. she stated that it was not directed at the Mayor but rather at the residents who attended the meetings. In either scenario her judgment is fundamentally flawed. Ultimately, she serves Maywood residents and is obligated to listen to their concerns. She is certainly not the only person who is disrespectful of others' time – some Trustees and the Mayor exhibit the same behavior. Board meetings become shouting matches between the Village Manager, the Mayor, and his political rivals. The Mayor and certain Trustees are often incapable of moving forward and fight to get the last (unnecessary) word in. While this lack of courtesy among political rivals is not unique to Maywood, the role of the village manager is meant to be nonpartisan.

IV. Village Officials Fail to Listen to One Another

Insisting that she is not in politics while refusing to take direction from the Mayor enables the Village Manager to weaponize the deep political divides in Maywood for her own gains. Every Trustee, including the Mayor, expressed his shock that Trustee Reyes-Plummer – the Mayor's "girl" – would vote against his March 22 request to end the Village Manager's employment. The idea that a Trustee would make a decision based on their own view of the matter at hand – rather than their political affiliation – was shocking.

⁵¹ Ex. A.

⁵² "The Goldwater Rule is a statement of ethics first issued by the American Psychiatric Association in 1973 restraining psychiatrists from speculating about the mental state of public figures." Psychology Today, <https://www.psychologytoday.com/us/basics/goldwater-rule>.



It must not be.

The Village has a Board of Trustees eager to make changes to business as usual in Maywood and a community that needs their commitment to what is best for the Village. As one Trustee simply stated: “This is embarrassing.” The path forward is not blaming one another for past misdeeds or getting the last, painful word in at a Board meeting. The path forward is one wherein the Trustees listen to one another, the Village employees and the Village residents they serve.

There are six Trustees and a Mayor in Maywood, each of whom brings a great deal to the role. The Maywood Board is composed entirely of people of color – making it unlike most other Boards. There is room for all of the Trustees and the Mayor to succeed in making the Village of Maywood better. It is axiomatic that to work together we must listen to one another. Listening does not involve hearing what the other has to say and then explaining one’s own position. Each and every Trustee as well as the Mayor can and should be a part of the Village of Maywood’s success. That means that the Mayor must engage his colleagues in the first instance – it is not enough to simply tell the Trustees what he plans to do next. He must get their buy-in and their ideas before he moves forward with his agenda.

So, who then deserves the blame for this? Ultimately, the Mayor *and* the Board of Trustees. The Mayor pushed through his preferred candidate and failed to utilize the appropriate procedure. Although the Village Manager previously served as the Mayor of Kankakee, for which she deserves to be congratulated, she barely met the qualifications for her current role. Had the Mayor utilized the appropriate procedure – a competitive national search with multiple candidates for the Board to consider – it is very likely that we would not find ourselves where we are now. Little surprise then that the Village Manager was not the right candidate for the job – she was the only candidate offered. After it became clear that the relationship was unworkable, the Mayor’s political opponents reveled in his failure while his allies jumped to his defense.

Trustee Reyes-Plummer alone voted based on her conscience, not her political party. Now everyone must do so. Each and every Trustee must do what they believe to be in the best interest of Maywood, not dictated by their political affiliation. In so doing the Village of Maywood can become an example of politics at its very best.



RECOMMENDATIONS

- Terminate the Village Manager's employment, but also do so with dignity. Terminate her employment without cause and offer her the severance provided for in her contract. Utilize the attached release and waiver claims that is included with her contract.
- Notify the community that the Village Manager is no longer with the Village and thank her for her service.
- Begin a national search for a new village manager and place a temporary village manager in the role during the search.
- Each Trustee must vote based on matters based on their own assessment of how their vote will impact the Village rather than based on their political affiliation.
- End the prohibition on Village employees speaking to elected Village officials.
- Be respectful of others time.
- Revise and update the Village of Maywood's Personnel Manual consistent with Chapter 35 of the Maywood Municipal Code.⁵³
- Establish the Commission on Community Relations as provided for in Chapter 34 of the Maywood Municipal Code and adopt rules and procedures for processing complaints against the Village, any department of the Village, or any Village official or employee.⁵⁴

⁵³ A copy of Chapter 35 is attached hereto and incorporated herein as **Exhibit R**.

⁵⁴ A copy of Chapter 34 is attached hereto and incorporated herein as **Exhibit S**.