

Return Date: No return date scheduled
Hearing Date: No hearing scheduled
Courtroom Number: No hearing scheduled
Location: No hearing scheduled

FILED
4/10/2020 8:22 PM
DOROTHY BROWN
CIRCUIT CLERK
COOK COUNTY, IL
2020L004136

9059865

EXHIBIT A

FILED DATE: 4/10/2020 8:22 PM 2020L004136

FULL AND FINAL
RESIGNATION AND SEVERANCE AND RELEASE AGREEMENT

[NOTE: You have twenty-one (21) days to consider this agreement. In addition, you are advised to consult with an attorney before signing this agreement.]

This Full and Final Resignation and Severance and Release Agreement (hereinafter, the "Agreement") is made this 6th day of May, 2019, by and between JOSEPH LA MARGO (hereinafter "Employee"), and the VILLAGE OF ORLAND PARK, (hereinafter, the "Village").

WITNESSETH:

For and in consideration of the money, mutual covenants and promises contained herein, the sufficiency of which is hereby acknowledged, it is hereby agreed by and between the parties as follows:

1. It is the desire of the Village and Employee to settle and resolve all issues between them and to fix and determine the rights of each party with regard to Employee's employment, and the termination thereof, and all related matters, including but not limited to any and all claims that were or could have been advanced by or on behalf of Employee in any manner or forum relating in any way to Employee's employment with the Village, or the termination thereof, up to the date of this Agreement.

2. The parties intend this Agreement to be a complete and total resolution and settlement of any and all claims of any kind, whether asserted or unasserted, known or unknown, which Employee has or may have against the Village, or which Employee may have asserted against the Village, up to the date of this Agreement.

3. Employee does hereby forever release, hold harmless, acquit, waive any rights, discharge, and covenants not to sue for himself and his spouses, past, current or future, if any, his

children living or unborn, if any, his heirs, successors, assigns, executors, attorneys, and representatives of any kind, the Village, its successors, assigns, officers, former officers, employees, former employees, agents, attorneys, and any associates, affiliates, departments or divisions of the Village, and any of their employees or former employees, and any other person acting or purporting to act in or on their behalf, both in their individual and official capacities (the "Released Parties"), of and from any and all claims, grievances, demands, rights, liabilities, obligations, duties, debts, sums of money, contracts, agreements, suits, controversies, reckonings, responsibilities, accounts, promises, damages, disbursements of expenses, actions or causes of action, and/or administrative proceedings, of any kind, nature or description, whether asserted or unasserted, existing or inchoate, known or unknown, foreseen or unforeseen, direct or indirect, whether contract, tort or otherwise, whether legal or equitable, that Employee has or may have against any or all of the Released Parties arising from or in connection with or in any way related to his employment with the Village and the termination thereof, up to the date of this Agreement, including but not limited to claims under the Illinois Human Rights Act, as amended, the Americans with Disabilities Act, as amended, the Employee Retirement Income Security Act, as amended, the Age Discrimination in Employment Act, as amended, Title VII of the Civil Rights Act of 1964, as amended, the Family and Medical Leave Act, as amended, the Illinois Wage Payment and Collection Act, as amended, or any other local, state or federal constitution, statute, ordinance or common law, including but without limiting the generality of the foregoing, any and all direct or indirect claims, including additional claims for costs, sanctions or attorneys' fees.

4. Excluded from the general release set forth above are any claims which cannot be waived by law. Also excluded from the general release set forth above is the right to file a

charge with or participate in an investigation conducted by an administrative agency. Employee does waive, however, his right to any monetary recovery should the Equal Employment Opportunity Commission or any other agency pursues any claims on his behalf if he files a charge or participates in an investigation.

5. Employee voluntarily and irrevocably resigns his employment with the Village effective upon his execution of this Agreement. Employee hereby relinquishes any and all rights to employment or re-employment with the Village after this date. The end of Employee's employment and the resignation effected by this Agreement shall be irrevocable as of Employee's execution of this Agreement, except as set forth in paragraph 23 below, and are material considerations for the obligations of the Village hereunder.

6. In exchange for Employee's resignation and release of claims effected by this Agreement, the Village agrees to (i) continue to pay Employee his salary (at the increased annual rate of One Hundred Sixty Eight Thousand, Seven Hundred Fifty and no/100 Dollars (\$168,750.00) effective as of the Village Board's approval of this Agreement) but retroactive to September 5, 2018, for a period of time ending on the first to occur of (a) nine (9) months from the date of his resignation or (b) Employee's commencement of new employment (salary payments shall be made at the same tax and IMRF withholding rates as when Employee was employed, and an IRS W-2 shall issue for these payments, if allowed by IMRF), (ii) continue to provide, for a maximum of nine (9) months from the date of his resignation, health insurance benefits (to include health, dental and vision) under the same terms as provided while Employee was employed, which health insurance benefits shall remain in effect only until Employee is hired by another employer, which employer provides Employee with health insurance benefits, and (iii) pay out the accrued employee benefits Employee is entitled to under his Employment

Agreement, consisting of:

- (a) Back pay based on the salary increase above in the amount of \$2812.50.
This payment will be made in a lump sum within fourteen (14) days of the Village's approval of this Agreement;
- (b) 741 hours of earned but unused vacation time;
- (c) 175 hours of prorated vacation time (6/19/18 – 5/6/19);
- (d) 16 hours of unused prorated personal time;
- (e) 8 hours of unused prorated floating holidays; and
- (f) 279 hours of accumulated but unused sick leave.

The amounts in paragraphs (b) through (f) will be paid after the Village's approval of this Agreement, and will be calculated using an annual salary amount of One Hundred Sixty Eight Thousand, Seven Hundred Fifty and no/100 Dollars (\$168,750.00) and will be paid in separate checks as follows:

- 1. 176 hours paid with the second May 2019 payroll;
 - 2. 293 hours paid with the second June 2019 payroll;
 - 3. 750 hours paid with the second July 2019 payroll.
7. Employee shall diligently pursue new employment. Employee shall provide a written report on the 10th day of each month to the then acting Village Manager summarizing his efforts to obtain new employment. Employee shall promptly notify the then acting Village Manager of his acceptance of other employment. Employee agrees to reimburse the Village for all salary and monthly insurance premiums paid if he fails to promptly notify the Village of his new employment.
8. The Village agrees that it will not contest any claim for unemployment benefits

filed by Employee. Employee acknowledges that the decision to grant or deny unemployment benefits is made by the Illinois Department of Employment Security and not by the Village, and accordingly that the Village's agreement to not contest Employee's claim for such benefits is not and should not be construed as any guarantee that Employee is entitled to or will receive them.

9. The consideration provided to or on behalf of Employee pursuant to this Agreement shall be in full satisfaction of any and all claims which Employee has or may have against the Village and the Released Parties for damages, compensation of any kind, costs or attorneys' fees, relating in any way to Employee's employment with the Village or the termination thereof. Employee acknowledges that the consideration provided to him pursuant to this Agreement is in addition to anything of value to which he is already entitled.

10. Employee has read this Agreement and has a complete understanding of its terms, and has been represented by an attorney of his choosing throughout its negotiation. Employee is entering this Agreement knowingly and voluntarily, without coercion of any kind, and with full understanding of its legal and practical significance. Employee agrees and acknowledges that he has had a reasonable period of time within which to consider this Agreement.

11. Employee affirms that he has not filed or caused to be filed any charge or complaint against the Village in or with any federal, state or local court, commission or agency. Employee further affirms that he has not assigned or in any way transferred any claim or right which he releases or purports to release to the Village through this Agreement.

12. Employee affirms that no attorney retained or employed by him has any right to make any claim upon the Village or upon any of the benefits paid pursuant to this Agreement. In the event that any attorney attempts to obtain attorneys' fees or any other type of compensation or amount from the Village, Employee agrees that he shall indemnify the Village and hold it

harmless from any and all losses, costs, damages and expenses, including but not limited to attorneys' fees and court costs, arising out of any such claims.

13. The parties agree that this Agreement shall be admissible in evidence in any action in which the terms of this Agreement are sought to be enforced. The parties acknowledge that this Agreement is subject to disclosure under the Freedom of Information Act.

14. It is expressly understood by the parties that this Agreement may be pleaded as a complete defense to, and in bar of, any action or proceeding brought by or on behalf of Employee against the Village or any Release Party in connection with or on account of any matter occurring prior to the date of this Agreement.

15. This Agreement supersedes all other prior and contemporaneous agreements of any kind between the parties and all prior representations and agreements are merged within this Agreement. This Agreement is the complete agreement of the parties.

16. The considerations exchanged herein do not constitute and shall not be construed as an admission of liability on the part of the Village or of any employee, officer, or agent of the Village, or by Employee, or as an admission of any violation of any local, state, or federal statute, ordinance, regulation, order or common law.

17. Employee, and his agents, representatives, successors, assigns and anyone acting or purporting to act in or on his behalf, agrees to keep the terms of this Agreement strictly confidential. Employee acknowledges that this Agreement is subject to disclosure pursuant to the Illinois Freedom of Information Act.

18. Employee agrees that he will not make any disparaging comments about the Village or its employees or agents. The Village agrees that its Mayor and Board, as a Mayor and Board, shall not make any public statement during a meeting that is disparaging to Employee.

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19. Inquiries about Employee from prospective employers should be directed to the Village's Human Resources Director.

20. This Agreement may be executed in any number of counterparts, with each counterpart deemed to be an original.

21. The parties agree that the provisions of this Agreement are severable, and if any part is found unenforceable the other parts shall remain fully valid and enforceable.

22. This Agreement shall be binding and enforceable upon the parties, their heirs, successors and assigns in accordance with its terms.

23. Employee may revoke his approval of this Agreement within seven (7) calendar days after he signs it. In order to exercise this right he must deliver a written notice of revocation to the Village's Human Resources Director and said notice must be received by her within seven (7) calendar days after the date on which Employee signed this Agreement. If Employee does not revoke his approval as set forth herein, this Agreement shall become fully effective and enforceable on the date immediately after the seven (7) day revocation period expires.

JOSEPH LA MARGO


VILLAGE OF ORLAND PARK

Date: April 29, 2019

Date: _____