

## EMPLOYMENT SEPARATION AND RELEASE AGREEMENT

This EMPLOYMENT SEPARATION AND RELEASE AGREEMENT (this "Agreement") is made this 5th day of August, 2009, by and between the Village of Forest Park, Illinois, a municipal corporation (hereinafter referred to as the "Village") and Michael Boyle (hereinafter referred to as "Employee").

**WHEREAS**, Employee has agreed to resign from his position of employment as Director of Public Health and Safety of the Village of Forest Park, effective August 15, 2009; and

**WHEREAS**, the Village has agreed to pay to Employee certain compensation to which Employee would not otherwise be entitled, in exchange for Employee's promises contained herein; and

**WHEREAS**, the Village has advised Employee of his right to consult an attorney prior to signing this Agreement, and Employee has consulted with attorney Craig Westfall of the law firm of Nigro - Westfall regarding the terms of this agreement, and Employee understands that he is waiving all potential claims against the Village; and

**WHEREAS**, the Village and Employee now desire to mutually set forth the terms of the separation of Employee's employment with the Village.

**NOW, THEREFORE**, in consideration of the foregoing recitals and their mutual promises set forth herein, the Village and Employee hereby agree as follows:

**1. Resignation of Employment.** Employee hereby voluntarily terminates his employment with the Village as Director of Public Health and Safety, effective August 15, 2009 ("Resignation Date").

**2. Employment Separation Pay and Benefits.** Employee shall be entitled to be paid for only the following employee benefits accrued up to his date of separation on August 15, 2009. As of August 15, 2009, it is agreed that Employee shall have earned the following employee benefits: 52 hours of Vacation time, which shall be paid to Employee in the gross amount of \$2,103.81. The Village also agrees to provide Employee four (4) months of severance pay, such severance pay to be paid to Employee in the gross amount of \$28,051.88. Such payments shall be subject to all regular withholdings and deductions and the net amount after such withholdings and deductions shall be payable to Employee on the first regular payroll date following Employee's Resignation Date. The Employee acknowledges and agrees that he is not entitled to any other severance payments or severance benefits except as provided in this Section 2.

If eligible, Employee may continue medical insurance benefits under the Consolidated Omnibus Budget Reconciliation Act (COBRA) for 18 months following termination of employment. In addition, Employee may be entitled to elect continued group health insurance coverage upon employee's separation from the Village's payroll, pursuant to the terms of 215 ILCS 5/367j, for which Employee would be responsible to pay up to 102% of the continued group health insurance premiums. All other employment benefits shall cease on the Resignation Date.

**3. Valid Consideration.** Employee and Village acknowledge that certain of the Village's undertakings herein (in particular, the agreement to pay Employee severance pay) are not required by the Village's policies or procedures or any contractual obligation and are offered by the Village solely as consideration for this Agreement.

**4. Waiver of Rights Under the Age Discrimination in Employment Act.** In consideration of his receipt of Employment Separation Pay and Benefits, Employee does hereby knowingly and voluntarily waive, release, satisfy, and forever discharge the Village and all of its employees, partners, insurers, reinsurers, agents, subagents, and representatives (past or present), of and from any and all claims, actions, causes of action, demands and liabilities of any kind or character whatsoever, in law or in equity, which Employee ever had or now has against said above-named persons and entities or any of them, for, upon or by reason of any rights arising prior to the date of this Agreement under the Age Discrimination in Employment Act (42 U.S.C. § 621 et seq.). It is the intent of the Village and Employee that this be a full, complete and general release of Employee's rights arising prior to the date of this Agreement under the Age Discrimination in Employment Act.

**5. General Release.** In addition to the waiver of rights set forth above and as a material inducement for the Village to enter into this Agreement, Employee does hereby remise, release, acquit, satisfy, and forever discharge the Village and all of its employees, partners, insurers, reinsurers, predecessors, successors, assigns, agents subagents and representatives (past, present and future), of and from any and all claims, actions, causes of action, demands and liabilities of any kind or character whatsoever, in law or in equity, which Employee ever had, now has, or which any personal representative, successor, heir or assign of Employee, hereafter can, shall or may have, against said above-named persons and entities or any of them, for, upon or by reason of any matter, cause or thing arising out of Employee's employment with the Village. It is the intent of the Village and Employee that this be a full, complete and general release. It is also the intent of the Village and Employee that this releases all claims of Employee, including specifically, without limitation, any and all claims or causes of action for employment discrimination; any other claims or causes of action arising under, or any conduct which violates, the Consolidated Omnibus Budget Reconciliation Act of 1985; Title VII of the Civil Rights Act of 1964; the Americans with Disabilities Act; the Rehabilitation Act of 1973; 42 U.S.C. §§ 1981, 1983 or 1985; the Civil Rights Act of 1991; the Illinois Human Rights Act; or any other provision of the Illinois Constitution or any provision of the Constitution of the United States; the Employee Retirement Income Security Act of 1974; the Illinois Insurance Code; the Fair Labor Standards Act; or any other statute, ordinance, rule or regulation of any state, federal, county, or municipal government regulating any aspect of the employment relationship; any and all claims or causes of action for breach of contract or breach of personnel policies or employee handbooks; breach or violation of the collective bargaining agreement governing the employment of the Employee by the Village; promissory estoppel; infliction of emotional distress; invasion of privacy; wrongful or retaliatory discharge; defamation; libel; slander; any act contrary to the public policy of Illinois; or any other violation of the common law of Illinois or of any other state; any and all claims or causes of action for wages, vacation pay, or benefits, including, but not limited to, all claims arising under, or based on any conduct which violates the Illinois Wage Payment and Collection Act; any and all claims or causes of action which

were or could have been asserted as arising under the Illinois Personnel Records Review Act; and any claims which might be asserted in any way related to Employee's employment.

The Village hereby remises, releases, acquits, satisfies and discharges Employee from any and all claims, actions, causes of action, demands and liabilities of any kind of character whatsoever, in law or in equity, which the Village ever had or hereafter may have against Employee, in any way related to Employee's employment.

The Village agrees to continue to indemnify and hold harmless the Employee to the extent required by law for any acts arising out of his employment through the date of this Agreement, except for punitive damages.

**6. References.** The Village agrees to advise any prospective employer of Employee that Employee was employed with the Village since June 30, 2005, and that his last position was Director of Public Health and Safety. The Village agrees that it shall not furnish any other information regarding Employee to any prospective employer, unless authorized in writing by the Employee.

**7. Confidentiality.** All parties agree not to reveal to anyone and to keep confidential the terms of this Agreement, including, but not limited to, the promises made by any of the parties or any money to be paid under this Agreement, except as required by law. In addition, the Village agrees not to disparage Employee or to disclose any confidential information concerning Employee, except as required by law; and Employee agrees not to disparage the officers of the Village or to disclose confidential information regarding Village officers or employees, to which Employee had access, except as required by law.

**8. Recourse for Employee Breach.** The Employee promises never to file or participate in a lawsuit, arbitration or other legal proceeding asserting any claims that are released pursuant to this Agreement, except to enforce rights created by this Agreement. If the Employee breaches Employee's promise and files or participates in a legal proceeding based on any such released claim, the Village's obligation to make the payments and benefits referred to in paragraph 2 above shall terminate immediately, and the Employee will (i) pay for all costs incurred by the Village, including reasonable attorneys' fees, in defending against Employee's claim, and (ii) pay all other damages awarded by a court of competent jurisdiction.

**9. Revocation.** Employee agrees and understands that he may revoke this Agreement within seven (7) days after he signs this Agreement and that the Agreement shall not become effective or enforceable until eight (8) days after the date on which he signs below. If Employee wishes to revoke the Agreement, he should deliver written revocation to the Village. The Village must actually receive it within the seven (7) days after the Employee signs this Agreement. If Employee does not revoke it, he will receive the Separation Pay described in this Agreement, and this Agreement shall become effective and enforceable on the date upon which the seven day revocation period expires (the "Effective Date").

10. **Time to Review and Attorney Consultation.** Employee agrees and acknowledges that the Village has advised Employee to consult with an attorney regarding this Agreement prior to signing below. Employee represents that he has consulted with attorney Craig Westfall before signing this Agreement and that this Agreement appears in this form as a result of negotiations between the Employee, through his attorney, and the Village. Employee acknowledges that Employee has twenty-one (21) days after the date this Release is given to Employee to execute Employee's Release and deliver a copy to the Village (although Employee may choose to sign and deliver the Release sooner).

**NOTICE TO EMPLOYEE: BY SIGNING THIS AGREEMENT YOU ARE WAIVING YOUR RIGHTS ARISING PRIOR TO THE DATE OF THIS AGREEMENT, IF ANY, UNDER THE AGE DISCRIMINATION IN EMPLOYMENT ACT.**

**YOU ARE ALSO GENERALLY RELEASING THE VILLAGE FROM ANY AND ALL OTHER CLAIMS YOU MAY HAVE.**

**PRIOR TO SIGNING THIS AGREEMENT YOU SHOULD CONSULT A LAWYER.**

IN WITNESS WHEREOF, the parties hereto have executed this Employment Separation and Release Agreement the day and year first above written.

EMPLOYEE:

Michael Boyle  
Michael Boyle

EMPLOYER:

Village of Forest Park

By: Anthony Coleman  
Mayor

Attest: Susan B. Bathie  
Deputy Village Clerk