

RESOLUTION NO. 25-R-84

**A RESOLUTION APPROVING AN
EMPLOYMENT RETIREMENT AND RELEASE AGREEMENT**

WHEREAS, the City Council deems it advisable, necessary and in the public interest to enter into an Employment Retirement and Release Agreement with Martha H. Corner, the terms of which have been agreed upon by the parties to the Agreement.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Rolling Meadows, Cook County, Illinois, as follows:

Section 1: That the City Council hereby approves and directs the City Manager to execute that certain “Employment Retirement and Release Agreement” between Martha H. Corner and the City of Rolling Meadows, attached hereto as Exhibit A.

Section 2: This Resolution shall be in full force and effect from and after its passage and approval in accordance with law.

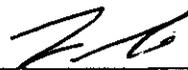
ADOPTED this 28th day of October, 2025, by the City Council of the City of Rolling Meadows on a roll call vote as follows:

AYES: Boucher, Reyez, Koehler, McHale, Budmats, O’Brien, Vinezeano

NAYS: 0

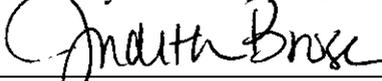
ABSENT: 0

APPROVED this 28th day of October, 2025.



Lara Sanoica, Mayor

ATTESTED and filed in my office,
this 28th day of October, 2025.



Judith Brose, Deputy City Clerk

EXHIBIT A

Employment Retirement and Release Agreement

EMPLOYMENT RETIREMENT AND RELEASE AGREEMENT

This EMPLOYMENT RETIREMENT AND RELEASE AGREEMENT (“Agreement”) is entered into by and between MARTHA H. CORNER (hereinafter referred to as “Employee”) and the CITY OF ROLLING MEADOWS, ILLINOIS, a municipal corporation (hereinafter referred to as the “City” or “Employer”). Employee and the City are hereinafter sometimes collectively referred to as “the Parties”, or individually as “Party”.

WHEREAS, the City has determined that it is advisable and in the best interests of Employer to reorganize the City’s operations, resulting in the elimination of Employee’s position of full-time Business Development Manager for the City effective January 1, 2026; and

WHEREAS, the elimination of Employee’s job position will result in the termination of Employee’s employment with the City; and

WHEREAS, Employee has elected to submit her retirement from the City, effective on the Separation Date set forth in this Agreement; and

WHEREAS, Employer and Employee now desire to mutually set forth the terms of Employee’s separation of employment from the City; and

WHEREAS, the City has accepted the retirement of Employee and has agreed to pay Employee certain compensation to which Employee would otherwise not be entitled, in exchange for Employee’s promises contained herein; and

WHEREAS, the City has tendered this Employment Retirement and Release Agreement to Employee on October 1, 2025, has given Employee 21 days to review the releases contained in the Agreement, and has advised Employee of Employee’s right to consult an attorney prior to signing this Release and Agreement.

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

1. Separation of Employment. Employee’s job position of full-time Business Development Manager for the City is eliminated effective January 1, 2026, and, Employee has submitted her retirement from the City, thereby resulting in the termination of Employee effective on the retirement date elected by Employee in Section 2 (“Separation Date”).

Employer agrees not to contest Employee’s eligibility for unemployment compensation benefits for periods after the Separation Date. Employee acknowledges that Employer’s obligation to not contest Employee’s eligibility for unemployment compensation benefits does not guarantee that the Employee shall be awarded such benefits and that the determination to grant such benefits is the decision of the Illinois Department of Employment Security.

Employee acknowledges that, by the Separation Date, Employee shall be required to remove all of Employee's personal property from Employer premises. Employee agrees to return all of Employer's property, keys, identification badge(s), etc., that Employee has in Employee's possession or under Employee's control by close of business on the Separation Date. Employee shall return or otherwise surrender possession of all Employer technology resources (including computers, software programs, computer peripherals, electronically stored data [including all client confidences and/or attorney work product, data storage devices, keys, and written passwords]) in Employee's possession, custody or control by close of business on the Separation Date. Employer will terminate user access to Employer technology resources on the Separation Date.

2. Employment Separation Benefits. As consideration for Employee entering into this Agreement and the waiver of rights and releases contained herein, and provided Employee timely executes this Agreement, does not revoke Employee's acceptance as set forth in Section 8 below, and fully complies with Employee's obligations under the Agreement, the City will pay Employee the following Severance Pay, as elected by Employee [Employee to check one]:

- With a Separation Date of October 31, 2025, continued payment of Employee's salary for a period of three (3) months from Employee's Separation Date and through January 31, 2026 ("Severance Pay Period"), with such payment subject to regular withholdings and deductions and issued to Employee on the regular payroll dates following Employee's Separation Date, and on the same schedule and basis as if Employee continued to be employed through January 31, 2026.
- With a Separation Date of December 31, 2025, continued payment of Employee's salary for a period of one (1) month from Employee's Separation Date and through January 31, 2026 ("Severance Pay Period"), with such payment subject to regular withholdings and deductions and issued to Employee on the regular payroll dates following Employee's Separation Date, and on the same schedule and basis as if Employee continued to be employed through January 31, 2026.

Employee acknowledges that she has elected participation in the City's Unlimited PTO program and has previously been paid out all accrued and unused benefit time earned prior to Employee's election to participate in the City's Unlimited PTO program. Employee acknowledges that Unlimited PTO under the City's policy is not considered accrued time or vested wages, and that no payout of PTO is applicable upon Employee's separation of employment.

For the duration of Employee's Severance Pay Period, the City agrees to pay for Employee's continued coverage on the City's health insurance plan through January 31, 2026, and on the same terms as when Employee was employed (individual plus one), with Employee and the City each paying its share of the cost of the premium ("Paid Continuation Coverage"). After the Paid Continuation Coverage period expires, Employee may be entitled to elect continued group health insurance coverage, pursuant to the terms of 215 ILCS 5/367g, for which Employee would be responsible to pay the entire cost of the continued group health insurance

premiums. In addition, if eligible, the Employee may continue medical insurance benefits under the Consolidated Omnibus Budget Reconciliation Act (COBRA) for 18 months following Employee's Separation Date. The Employee shall be required to pay 102% of the COBRA insurance premiums so long as Employee is eligible for such coverage, according to COBRA and its attendant regulations.

All other employment benefits shall cease on the Separation Date. Employee acknowledges and agrees that Employee is not entitled to any other severance payments or severance benefits except as provided in this Section 2.

3. Valid Consideration. Employee acknowledges that certain of the City's payment (in particular, Severance Pay and Paid Continuation Coverage) described hereinabove is not required by the City's policies or procedures or any contractual obligation, and is offered by the City solely as consideration for this Agreement, along with the mutual promises contained herein, and that said Severance Pay and Paid Continuation Coverage constitutes good and adequate consideration.

4. Waiver of Rights Under the Age Discrimination in Employment Act. In consideration of the City's obligations to pay the Severance Pay and Paid Continuation Coverage contained in Section 2 hereinabove, Employee does hereby knowingly and voluntarily waive, release, satisfy, and forever discharge the City and all of its directors, officers, board members, trustees, employees, partners, insurers, reinsurers, predecessors, successors, assigns, agents, attorneys, and representatives (past, present and future) (hereinafter the "Released Parties"), 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 at this Agreement under the **Age Discrimination in Employment Act** (42 U.S.C. § 621 *et seq.*). It is the intent of the City and Employee that this be a full, complete and general release of the 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 City to enter into this Agreement, Employee does hereby remise, release, acquit, satisfy, and forever discharge the City and all of its directors, officers, board members, trustees, employees, partners, insurers, reinsurers, predecessors, successors, assigns, agents, attorneys, and representatives (past, present and future) (hereinafter the "Released Parties"), 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 City. It is the intent of the City and Employee that this be a full, complete and general release, to the greatest extent permitted by law. It is also the intent of the City and Employee that this Agreement 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, the Family Medical Leave Act (each, to the extent permitted by law); 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; 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. It is the intent of the City and Employee that this be a full, complete and general release.

This Agreement or release of claims in no way releases the City from Employee's pending claim for workers' compensation benefits resulting from Employee's injury that took place on August 12, 2025.

6. Additional Representation. Employee hereby warrants and represents that, while employed at the City, Employee was never enrolled in Medicare Part A or Part B or applied for such benefits, and that Employee has no pending claim for Social Security Disability benefits nor is Employee appealing or re-filing for Social Security Disability benefits for any period of time while Employee was employed with the City. Employee further warrants and represents that Employee did not incur any physical injuries or receive medical care arising from or related to any of the claims released by this Agreement. Employee also warrants and represents that Medicare has not made any payments to or on behalf of Employee, nor has Employee made any claims to Medicare for payments of any medical bills, invoices, fees or costs, arising from or related to any of the claims released by the Agreement. Employee agrees to indemnify and hold the City and the Released Parties harmless from (a) any claims of, or rights of recovery by Medicare and/or persons or entities acting on behalf of Medicare as a result of any undisclosed prior payment or any future payment by Medicare for or on behalf of Employee, and (b) all claims and demands for penalties based upon any failure to report the settlement payment, late reporting, or other alleged violation of Section 111 of the Medicare, Medicaid and SCHIP Extension Act that is based in whole or in part upon late, inaccurate, or inadequate information provided to the City by Employee. Employee agrees to hold harmless the City and the Released Parties from and/or for any loss of Medicare benefits or Social Security benefits (including Social Security Disability) Employee may sustain as a result of this Agreement.

7. Time to Review and Attorney Consultation. Employee has until October 23, 2025, to execute this Employment Retirement and Release Agreement and deliver a copy of the Agreement to the City Manager (although Employee may choose to sign and deliver the Agreement sooner). If Employee fails to execute and deliver this Agreement to the City

Manager by October 23, 2025, this Agreement and the Severance Pay and Paid Continuation Coverage offered herein shall be withdrawn automatically at midnight on October 24, 2025. Employee acknowledges that Employee was tendered this Agreement on October 1, 2025, and has been given at least twenty-one (21) days to review and execute this Agreement. Employee agrees and acknowledges that the City has advised Employee to consult with an attorney regarding this Agreement prior to signing below.

8. Revocation and Effective Date. Employee agrees and understands that Employee may revoke this Agreement within seven (7) days after Employee signs this Agreement and that the Agreement shall not become effective or enforceable until eight (8) days after the date on which Employee signs below. If Employee wishes to revoke the Agreement, Employee should deliver written revocation to the City Manager. The City Manager must actually receive it within the seven (7) days after the Employee signs this Agreement. If Employee does not revoke it, Employee will receive the Severance Pay and Paid Continuation Coverage described in Section 2 of this Agreement and this Agreement shall become effective and enforceable on the date upon which the seven day revocation period expires.

9. Covenant Not to Sue and Recourse for Employee Breach / Protected Rights. 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, Employer's obligation to pay Severance Pay and Paid Continuation Coverage referred to in Section 2 above shall terminate immediately, and the Employee will (i) repay to Employer any payments made to Employee as consideration pursuant to this Agreement, including Severance Pay and Paid Continuation Coverage payments made by the City; (ii) pay for all costs incurred by Employer, including reasonable attorneys' fees, in defending against Employee's claim and seeking repayment of the payments made under this Agreement; and (iii) pay all other damages awarded by a court of competent jurisdiction.

Employee further understands that nothing in this release prevents Employee from filing a charge or complaint with or participating in an investigation or proceeding conducted by the EEOC, NLRB, or any other federal, state or local agency charged with the enforcement of any employment laws, although by signing this Employment Retirement and Release Agreement Employee acknowledges that Employee is waiving Employee's right to individual relief from Employer based on claims asserted in such a charge or complaint.

10. Neutral Construction. The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against either of the parties regardless of the drafter.

11. Complete Agreement. The Employee understands this Agreement sets forth all of the terms and conditions of the agreement between the Parties and that, in signing this Agreement, the Employee cannot rely and has not relied upon any prior verbal statement regarding the subject matter, basis or effect of this Agreement, and that all clarifications and/or modifications of this Agreement must be in writing.

12. **Severability.** In the event that any provisions of this Agreement are found by a judicial or other tribunal to be unenforceable, the remaining provisions of the Agreement will, at the City's discretion, remain enforceable.

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.

EMPLOYEE HAS BEEN ADVISED TO CONSULT WITH A LAWYER PRIOR TO SIGNING THIS AGREEMENT.

IN WITNESS WHEREOF, the Parties hereto have executed this **EMPLOYMENT RETIREMENT AND RELEASE AGREEMENT** the day and year written below.

EMPLOYEE:



CITY OF ROLLING MEADOWS:

ROB SABO, City Manager

Dated: _____