

January 26, 2026

Mr. John Schwarz

West Chicago, IL.

Re: Notice of Termination/Removal

Dear Mr. Schwarz:

As detailed in the Notice of Charges issued on January 21, 2026, and as more fully discussed in a meeting with you and your attorney on January 23, 2026, it was alleged that you engaged in conduct that is subject to discipline, up to and including termination.

I reviewed and contemplated the internal investigation as well as the information and evidence provided by you during the January 23, 2026 meeting. Based on this review, please be advised that effective January 26, 2026, you are hereby terminated from your position as Assistant Village Manager with the Village of Westchester pursuant to Sections 3(D) and 4(C) of your Village Assistant Manager Employment Agreement (the "*Agreement*").

Specifically, you were FLSA-exempt and recorded compensatory time despite not being eligible for it under your Agreement. Section 7, *Hours of Work*, of the Agreement provides in part, "...It is recognized that the Assistant Manager must devote time outside the normal office hours to the business of the Village, and to that end, the Assistant Manager shall be employed as a salaried, FLSA-exempt employee. The Assistant Manager agrees to perform whatever duties are required to sufficiently carry out those duties outside the normal working hours." Yet, in 2025, without the prior approval of the Village Manager, you recorded, used, and received payment for compensatory time in direct violation of your Agreement.

Further, as you are aware, Section 1-2 of the Personnel Policy Manual (the "*Manual*") provides in part, "...Some employees may have a written employment agreement with the Village; in the event of a conflict between an express provision of those written agreement(s) and this Manual, the employment agreement shall take precedence..." Here, your Agreement takes precedence over Manual provisions related to hours worked for exempt employees, and thus Section 7 of the Agreement controls and deems you ineligible for compensatory time.

You acted dishonestly and recklessly in obtaining compensatory time and your misconduct and breach of contract disrupted Village operations and brought discredit to the Village, providing cause for your termination.

You will be paid, in accordance with Village policies and procedures, all the following benefits due and owing you at the time of your termination on the next regularly scheduled payday: vacation leave time, personal leave time, and sick time. If eligible, you may continue medical insurance benefits under the Consolidated Omnibus Budget Reconciliation Act (COBRA) for so long as you are eligible for such coverage, according to COBRA and its attendant regulations. You will be required to pay the COBRA insurance premiums for so long as you are eligible for such coverage, according to COBRA and its attendant regulations, if applicable.

Please return all Village of Westchester property in your possession, including keys and identification card, and any other Village property that you may have to me by the end of the business day on January 28, 2026.

Respectfully,



Barry Krumstok
Village Manager

cc: Village President
Village Attorney