

VILLAGE OF DOWNERS GROVE
Report for the Village Council Meeting

12/13/2016

SUBJECT:	SUBMITTED BY:
VOC Supervisor Transition Agreement	Kurt Bluder Chief

SYNOPSIS

A resolution has been prepared to authorize the approval of a severance and release agreement between the Village of Downers Grove and Village Operations Center supervisor.

STRATEGIC PLAN ALIGNMENT

The goals for 2015-2017 include *Strong, Diverse Local Economy*.

FISCAL IMPACT

The FY17 Budget includes \$20,000 in the General Fund (Page 4-3, line 15) for expenses related to this agreement.

RECOMMENDATION

Approval on the December 13, 2016 consent agenda.

BACKGROUND

Due to emergency dispatching services being outsourced to DU-COMM, the Village Operations Center (VOC) will discontinue operations in the spring of 2017. This agreement entitles the VOC supervisor to a severance payment in accordance with the terms and conditions outlined in the agreement. The agreement requires the supervisor to remain employed with the Village up to the date of closure of the VOC to facilitate a smooth transition of emergency dispatching services to DU-COMM.

ATTACHMENTS

Resolution
Agreement

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING EXECUTION OF A SEVERANCE AND RELEASE AGREEMENT

BE IT RESOLVED by the Village Council of the Village of Downers Grove, DuPage County, Illinois, as follows:

1. That the form and substance of a certain Agreement (the "Agreement"), between the Village of Downers Grove (the "Village") and Heather Lippe (the "Employee") for the release and separation of employment, as set forth in the form of the Agreement submitted to this meeting with the recommendation of the Village Manager, is hereby approved.

2. That the Village Manager and Village Clerk are hereby respectively authorized and directed for and on behalf of the Village to execute, attest, seal and deliver the Agreement, substantially in the form approved in the foregoing paragraph of this Resolution, together with such changes as the Manager shall deem necessary.

3. That the proper officials, agents and employees of the Village are hereby authorized and directed to take such further action as they may deem necessary or appropriate to perform all obligations and commitments of the Village in accordance with the provisions of the Agreement.

4. That all resolutions or parts of resolutions in conflict with the provisions of this Resolution are hereby repealed.

5. That this Resolution shall be in full force and effect from and after its passage as provided by law.

Mayor

Passed:

Attest: _____
Village Clerk

SEVERANCE AND RELEASE AGREEMENT

This Agreement is made and entered into this ____ day of _____, 20____, by and between Heather Lippe ("Employee") and the Village of Downers Grove, ("Employer" or "Village").

WHEREAS, the Employee is currently employed by Employer; and

WHEREAS, the parties mutually agree that due to the closing of the Village Operations Center, employee's position will no longer exist after May 1, 2017; and

WHEREAS, the parties intend to resolve and settle all matters relating to the cessation of employment pursuant to the terms hereinafter set forth, which include a mutual release to forever bar any and all actions of any kind arising out of the parties' employment relationship;

NOW THEREFORE, FOR AND IN CONSIDERATION of the mutual covenants and promises herein contained, the parties agree as follows:

1. That the foregoing recitals are hereby incorporated herein by reference, and shall be considered as part of this Agreement, and shall be binding on the parties.
2. In exchange for the promises of the Employer made in paragraph 3 below, which are acknowledged to be additional to any other compensation or benefits that the Employer is obligated to provide, the Employee covenants, warrants, represents and agrees as follows:
 - a. On behalf of herself and her heirs, executors, administrators, attorneys and assigns to hereby waive, release and forever discharge the Village, its commissioners, employees, and agents, past, present, and future (hereinafter collectively referred to as "Releasees"), from any and all obligations, claims, causes of action, liabilities, grievance or arbitration claims, and claims and demands, known or unknown, of any kind which have or could be asserted against the Releasees arising out of or related to employment with and/or separation from employment with the Village and/or any of the other Releasees and/or any other occurrence up to and including the date of this Agreement, including, but not limited to those:

- under the Americans with Disabilities Act, as amended; the Age Discrimination in Employment Act (including the Older Worker Benefit Protection Act amendments), as amended; Title VII of the Civil Rights Act of 1964, as amended (including the Civil Rights Act of 1991 amendments); 42 U.S.C. Sections 1981, 1983, 1985, 1988, and all amendments to those statutes; the Family and Medical Leave Act, as amended; the Worker Adjustment and Retraining Act of 1988; the United States Constitution; the Illinois Constitution; the Illinois Human Rights Act, as amended; the Rehabilitation Act of 1973, as amended; and any other federal or State statute or local ordinance addressing matters similar to those addressed by the statutes expressly mentioned;
 - for wages, bonuses, sick time, or other compensation of any kind, including claims arising under the Fair Labor Standards Act (including the Equal Pay Act amendments), the Employee Retirement Income Security Act, as amended; the Illinois Wage Payment and Collection Act, as amended; the Illinois Minimum Wage Law; and any federal, State, or local statute or ordinance addressing matters similar to those addressed by the statutes expressly mentioned;
 - for violations of any collective bargaining agreement, the Illinois Public Labor Relations Act, as amended; and any other federal or State statute or local ordinance addressing matters similar to those addressed by the statutes expressly mentioned;
 - for mistreatment, discrimination, negligence, malfeasance, wrongful or retaliatory discharge, breach of covenant, libel, slander, defamation, invasion of privacy, interference with contract, impairment of economic opportunities, intentional or negligent infliction of emotional distress and/or mental anguish, violation of public policy, or any other alleged wrongdoing or illegality arising under the common law of any state or other jurisdiction;
 - for alleged violations of the Village's personnel policies, procedures, handbooks, any covenant of good faith and fair dealing, or breach of any express or implied contract of any kind;
 - for compensatory or punitive damages, or any other damages of any kind, expenses, back pay, front pay, disability or other benefits (other than any accrued pension benefits); and
 - for attorneys' fees and litigation costs incurred by me in relation to such claims, but excluding any claim which by law cannot be waived.
- b. To further waive, release, and discharge Releasees from any reinstatement rights which she has or could have, and further waive any right to any monetary recovery should any federal, State or local administrative agency or any union pursue any claims on her behalf arising out of, or related to, her employment or separation from employment with the Village.
- c. To never sue any of the Releasees or become party to a lawsuit on the basis of any claim of any type whatsoever arising out of or related to her employment with and/or separation from employment with the Village and/or any of the other Releasees, other

than a lawsuit to challenge the validity of this Severance and Release Agreement under the ADEA.

- d. To return all Employer property in her possession.
3. In exchange for the promises of the Employee in paragraph 2 above, the Employer agrees to :
 - a. Pay the Employee Twenty Thousand Dollars ("20,000.00").
 - b. Provide the Employee with health insurance benefits (including medical, dental and vision) and life insurance for up to six (6) months or until such time as Employee secures insurance benefits elsewhere, whichever occurs first, as though she was a full-time employee of the Village; provided that Employee shall pay all required Employee premiums and co-payments as required under the plan. Thereafter, Employer will provide Employee the opportunity to continue her insurance through COBRA at Employee's sole expense, for the time period required by law.
 - c. Pay the Employee for all accrued vacation time, compensatory time, holiday time and floating holiday time.
 - d. Employee is entitled to apply for compensation benefits from the Illinois Department of Employment Security. The Village shall not contest, object to, or to take steps to hinder the prompt payment of unemployment benefits.
 4. Employee acknowledges that she will receive all compensation to which she was entitled from the Village upon her separation from employment or as otherwise agreed upon, and that she has not suffered any on the job injury for which she has not already filed a claim. She further represents that she has not initiated or filed any claims of any type against the Village with any court or governmental or administrative agency. All severance and separation payments will be made by separate check and issued thirty (30) days after separation.
 5. Employee further agrees and acknowledges that she entered into this Agreement knowingly and voluntarily, without force or coercion, and that:
 - this Agreement refers to and specifically waives her rights under the Age Discrimination in Employment Act, as amended ("ADEA");

- by signing this Agreement, she has not waived any rights under the ADEA arising after the effective date of this Agreement;
 - She has received valuable consideration in exchange for the waiver and release of claims included in this Agreement, which substantially exceeds amounts that she would otherwise be entitled to receive from the Village;
 - She has been advised to consult with an attorney prior to executing this Agreement;
 - She received this Agreement on December 8, 2016, and she may take up to forty-five (45) days from receipt of this Agreement to consider whether to sign this Agreement; and
 - She has been notified and understands that she has the right to rescind this Agreement if done within seven (7) calendar days of the execution of this Agreement (*i.e.*, the day signed below);
 - She executed this Agreement on the date last entered below next to her signature;
 - To become effective, any rescission of this Agreement by her must be in writing and delivered to Enza Petrarca, Village Attorney, either by hand or by mail, within the seven (7) calendar-day period described above.
 - If delivered by mail, the rescission must be: (1) postmarked within the seven (7) calendar-day period; (2) properly addressed to Enza Petrarca, Village Attorney, 801 Burlington Avenue, Downers Grove, IL 60515; and (3) sent by certified mail, return receipt requested.
 - This Agreement will not become effective if properly revoked by her during the seven (7) calendar-day day period described above.
 - If not so revoked, this Agreement will become effective on the eighth (8) day following the date she executed this Agreement. She acknowledges and agrees that this seven (7) calendar-day rescission period fully satisfies any and all revocation rights provided by law.
6. The parties agree and acknowledge that by signing this Agreement that this document constitutes the full and complete understanding between the parties and that no other understanding, verbal or written, exists between the parties.
 7. This Agreement shall be governed and construed in accordance with the laws of the State of Illinois and that venue is proper in the County of DuPage.
 8. If any of the provisions of this Agreement are declared illegal, unenforceable, or ineffective by a court of competent jurisdiction, then those provisions shall be deemed severed and all other provisions shall remain valid and binding on the parties.
 9. This Agreement shall be binding on the parties and their respective heirs, administrators, executors, successors and assigns.

10. This Agreement shall not in any way be construed as an admission by the Employer that it has acted wrongfully with respect Employee or any other person, or that Employee has any rights whatsoever against the Employer, and the Employer specifically disclaims any liability to or wrongful acts against Employee or any other person, on the part of itself, or its agents.
11. EMPLOYEE ACKNOWLEDGES THAT SHE HAS READ AND FULLY UNDERSTANDS THE FOREGOING PROVISIONS OF THIS SEVERANCE AND RELEASE AGREEMENT, THAT SHE UNDERSTANDS ALL OF ITS TERMS, AND THAT SHE VOLUNTARILY AGREES TO THE TERMS OF THIS SEVERANCE AND RELEASE AGREEMENT WITH FULL KNOWLEDGE OF THE MEANING AND CONSEQUENCES OF DOING SO, AND THAT SHE FREELY AND WITHOUT RESERVATION, COMPULSION AND/OR COERSION ENTERS INTO THIS AGREEMENT.

EMPLOYER:

Village of Downers Grove

Village Manager

Date

EMPLOYEE:

Heather Lippe

12/8/16

Date