05/23/24

ORDINANCE NO. 2024-4411

ORDINANCE RATIFYING, APPROVING AND AUTHORIZING
THE EXECUTION OF A SEVERANCE AGREEMENT BY AND BETWEEN THE
VILLAGE OF BARRINGTON AND HEATHER McGOVERN

WHEREAS, the Village of Barrington is a Home Rule municipal corporation (the "Village") located in Cook and Lake Counties, Illinois; and

WHEREAS, Heather McGovern ("McGovern") was an at-will employee of the Village employed by the Village as a Human Resources Risk Management Manager, but the parties have mutually agreed to sever her employment relationship with the Village as of May 1, 2024; and

WHEREAS, the Corporate Authorities of the Village desire to ratify, approve and authorize the execution of a Severance Agreement between the Village and McGovern dated May 22, 2024, in the form attached hereto as Exhibit A and thereby made a part hereof (the "Severance Agreement"); and

WHEREAS, the Corporate Authorities of the Village hereby find that it is in the best interests of the Village and its residents that the proposed Severance Agreement be authorized, approved, executed, and in effect:

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Barrington, Cook and Lake Counties, Illinois, in exercise of the authority of this Village as a Home Rule unit, as follows:

SECTION 1: The Corporate Authorities of the Village find that the facts set forth in the preamble to this Ordinance are true and correct and the same are hereby incorporated herein by reference as findings of fact of said Corporate Authorities to the same extent as if each had been set forth herein in its entirety.

SECTION 2. The Severance Agreement by and between the Village and Heather McGovern dated May 22, 2024, a copy of which is attached hereto and made a part hereof as Exhibit A, is hereby ratified, authorized and approved, and the execution thereof by the Village President and attestation by the Village Clerk are hereby authorized. The Village Clerk is hereby directed to provide an executed duplicate original of said Severance Agreement to McGovern and to retain an executed duplicate original for the Village's records.

SECTION 3. This Ordinance shall be in full force and effect from and after its passage and approval as provided by law.

PASSED THIS 10 DAY OF JUNE, 2024 BY ROLL CALL VOTE AS FOLLOWS:

AYES: Trustees Johnson Sholeen Wondrasek Duncan Hogan Prigge & President Darch

NAYS: None

ABSENT: None

APPROVED THIS 10 DAY OF JUNE, 2024

Karen Y. Darch, Village President

ATTESTED AND FILED THIS
10TH DAY OF JUNE, 2024

Tony Ciganek, Village Clerk

Village of Barrington CORPORATE SEAL Cook & Lake Counties, IL

EXHIBIT A

SEVERANCE AGREEMENT
BETWEEN THE VILLAGE AND HEATHER McGOVERN

SEVERANCEAGREEMENT

This Severance Agreement (hereinafter "AGREEMENT") is entered into between the VILLAGE OF BARRINGTON and its elected and appointed officials, employees, agents, representatives, and assigns, individually and in their representative capacity (collectively the "VILLAGE"), and HEATHER MCGOVERN, an employee of the VILLAGE, on behalf of herself, her agents, spouse, representatives, attorneys, assigns, heirs, executors, and administrators ("MCGOVERN").

WHEREAS, MCGOVERN is employed by the VILLAGE as a Human Resources /Risk Management Manager. In consideration of the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the VILLAGE and MCGOVERN hereby agree as follows:

1. **Consideration**: MCGOVERN's employment will terminate effective May **1,** 2024 ("Separation Date"). In exchange for MCGOVERN signing this AGREEMENT, the VILLAGE will pay MCGOVERN her regular salary minus applicable taxes and deductions for a period of sixteen (16) weeks through August 21, 2024. Payment of all consideration set forth here is contingent on MCGOVERN's agreement to all terms in this Agreement.

2. **Additional Consideration**: MCGOVERN's coverage under VILLAGE's benefits plans will end as of August 31, 2024, provided she continues to pay the employee's share of the insurance premium. Effective September 1, 2024, MCGOVERN is eligible for benefits under the Consolidated Omnibus Budget Reconciliation Act (COBRA). MCGOVERN will be separately informed in writing of her continuation rights and obligations under COBRA or other applicable laws. Unless modified by law, if MCGOVERN elects to continue her medical insurance after August 31, 2024, under COBRA or other applicable laws, she will be responsible for paying the entire required premium to maintain such coverage.

3. **Outplacement Services**. VILLAGE will pay for outplacement assistance at a firm selected by Village for MCGOVERN for up to six (6) months.

4. **Return of Property**: MCGOVERN agrees to return all VILLAGE property including, but not limited to, keys, proxy cards, computers, laptops, and physically and electronically kept VILLAGE papers and documents. MCGOVERN will also provide the VILLAGE with all passwords or passcodes associated with VILLAGE applications and associations. All property and passwords identified herein shall be provided to the VILLAGE concurrently with the submission of MCGOVERN's resignation and signing of this AGREEMENT.

5. **Payment of Vacation Time**: The VILLAGE has already paid MCGOVERN for 176 hours of earned vacation time and 84 accrued hours for a total payment of 260 hours minus applicable taxes and deductions.

6. **No Outstanding Obligations**: MCGOVERN acknowledges and agrees that the VILLAGE has paid Employee for all hours worked including overtime if applicable; that MCGOVERN has not suffered any on-the-job injury for which MCGOVERN has not already filed a claim; and that other than the consideration provided in this AGREEMENT or any accrued and unused vacation due MCGOVERN, if any, the VILLAGE has no further obligations to MCGOVERN.

7. **General Release of any Claims**: As further consideration for the promises contained herein, MCGOVERN hereby releases and forever discharges the VILLAGE from all claims, demands, causes of action, or liability of any kind, whether known or unknown, foreseen, or unseen, arising out of or relating in any way to her employment with and separation of employment from the VILLAGE, whether specifically referenced or not referenced herein. This release includes, but is not limited to, any claim arising under the Illinois Municipal Code, 65 ILCS 5/10-2.1 *et seq.;* the Illinois Human Rights Act, 775 ILCS 5/1 *et seq.;* the Illinois Whistleblowers Statute, 740 ILCS 174/1; the Illinois Wage Payment and Collection Act, 820 ILCS 115/1 *et seq.;* the Illinois Public Labor Relations Act, 5 ILCS 315/1 *et seq..;* Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, *et seq.;* the Rehabilitation Act of 1973, 29 U.S.C. § 701 *et seq.;* 29 U.S.C. § 701 *et seq.;* all claims under 42 U.S.C. §§ 1981, 1983, 1985, and 1988; the Family and Medical Leave Act, 29 U.S.C. § 2601 *et seq.;* all claims under the Illinois Constitution, the United States Constitution, claims under the VILLAGE's Municipal Code and/or personnel policies; all tort claims; all claims for wrongful or constructive discharge; any and *all* claims for violation of any whistleblower statutes; all claims based on any actual or implied contract or property interest in her employment, including, but not limited to, any employment agreement between the VILLAGE and MCGOVERN; all claims for retaliatory discharge; all claims for negligence or emotional distress; all civil rights claims; all other claims that would obligate the VILLAGE for any reason to pay MCGOVERN damages, expenses, litigation costs (including attorneys' fees), back pay, front pay, other benefits, compensatory damages, punitive damages, and/or interest; all amendments to the foregoing statutes; federal common law and state common law claims; and claims under any other federal, state or local statute, law, ordinance, regulation or order. It is the intention of MCGOVERN and the VILLAGE that in executing this AGREEMENT, MCGOVERN is providing a general release that shall be an effective bar to every claim, grievance, demand, and cause of action, either known or unknown, for all acts or omissions of the VILLAGE, its elected and appointed officials, employees, agents, representatives, and assigns, jointly and separately, individually and in their representative capacities, for any injuries suffered by MCGOVERN occurring on or before the date this AGREEMENT is executed.

8. **Rights and Claims Excluded From The General Release**: Excluded from this AGREEMENT and its release is any claim that cannot be waived by law,

including the right to file a charge with an administrative agency or participate in an investigation, any rights under state workers' compensation or unemployment laws, or to pension benefits that may have accrued under an ERISA plan while employed. However, MCGOVERN waives any right to any monetary recovery should any federal, state, or local administrative agency pursue any claims on her behalf arising out of or related to her employment or the separation of her employment with VILLAGE. For the avoidance of doubt VILLAGE acknowledges that MCGOVERN will apply for benefits from the Illinois Department of Employment Security and it shall not take any action to challenge MCGOVERN'S qualification for benefits.

9. **No Pending Claims**: MCGOVERN represents that she has not filed and is not aware of any outstanding administrative, judicial, or other proceedings, actions, charges, complaints, investigations, or claims against the VILLAGE and that she has not transferred, assigned, or otherwise conveyed any claims or causes of action that are released under this AGREEMENT.

10. **No Future Employment**: MCGOVERN acknowledges that she has no right to reemployment with VILLAGE.

11. **Non-Disparagement**: MCGOVERN agrees that she will not publish or communicate any statements to any person or entity or in any public forum that could be interpreted by a reasonable person as tending to defame, or that are maliciously false concerning the VILLAGE (or its services, reputation, and personnel). VILLAGE agrees that Scott Anderson will not formally publish or communicate any statements to any person or entity or in any public forum that could be interpreted by a reasonable person as tending to defame or that are maliciously false concerning MCGOVERN and it will advise its employees and agents not to engage in any such behavior.

12. **Non-Admission of Liability**: Nothing contained in this AGREEMENT shall be construed as an admission that the VILLAGE acted wrongfully concerning MCGOVERN or that MCGOVERN acted wrongfully concerning the VILLAGE. This AGREEMENT resulted from the parties' mutual desire to resolve all matters and controversies between them, and to amicably effectuate MCGOVERN's employment separation from the VILLAGE.

13. **Choice of Law**: This AGREEMENT is made and entered into in the State of Illinois and shall be governed by and under the laws of the State of Illinois.

14. **Entire Agreement**: This AGREEMENT sets forth the entire understanding of the parties and supersedes all prior agreements, oral or written relating to MCGOVERN's employment with the VILLAGE or separation from employment. This AGREEMENT may not be modified except in writing, signed by both parties hereto.

15. **Severability**: If any of the terms, provisions, covenants, representations, or agreements contained in this AGREEMENT shall be held to be invalid or unenforceable, the remaining terms, provisions, covenants, agreements, or representations contained in this AGREEMENT shall remain in full force and effect and shall be independently enforced to the fullest extent permitted by law.

This AGREEMENT shall be final and binding upon the VILLAGE and MCGOVERN as well as their respective agents, representatives, heirs, successors, and assigns. The parties acknowledge and certify that they: have read and understood this AGREEMENT; are entering into this AGREEMENT freely and voluntarily; and understand and intend that this AGREEMENT constitutes a legally binding and enforceable agreement.

ACKNOWLEDGED AND AGREED:

HEATHER MCGOVERN

By: Heather M. Govern

Dated: May 22, 2024

VILLAGE OF BARRINGTON

By:

Title: Village Manager

Dated: May 22, 2024

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