

**A RESOLUTION APPROVING STAY BONUS AGREEMENTS WITH  
ERIC BABCOCK, GAYLE YOUNG, KATHLEEN SCHULTZ, KIM ROEL,  
AND TAMERA HULS**

**WHEREAS**, the Village of Barrington Hills (the “Village”) is a home-rule municipality pursuant to Article VII, Section 6, of the Constitution of the State of Illinois, and as such is authorized to take all reasonable action pertaining to its affairs in accordance therewith; and

**WHEREAS**, on May 27, 2015, the Village Board of Trustees approved a transfer of emergency dispatch services to QuadCom, and as a result, the Village will no longer be in need of Police Department personnel to operate Village emergency dispatch services once the transition of dispatch services is finally complete; and

**WHEREAS**, the Village has determined that it is critical to retain its currently employed emergency dispatch services personnel throughout the emergency dispatch services transition period (“Transition Period”) to ensure a seamless transition and the health and safety of Village citizens; and

**WHEREAS**, the Village has determined that it is in the best interests of the citizens of the Village to provide employees affected by the QuadCom transition an additional pay bonus, upon certain terms and conditions provided in the Stay Bonus Agreements attached hereto as Group Exhibit A, to ensure a seamless Transition Period.

**NOW, THEREFORE, BE IT RESOLVED** by the President and Board of Trustees of the Village of Barrington Hills, a home rule community, located in the Counties of Cook, Kane, Lake and McHenry, Illinois, as follows:

**SECTION ONE:** The recitals set forth above are incorporated herein and made a part hereof.

**SECTION TWO:** The Village President is authorized to execute the Stay Bonus Agreements attached hereto as Group Exhibit A.

**SECTION THREE:** This Resolution shall take effect immediately upon its passage and approval as provided by law.

Ayes:      Nays:      Absent:

PASSED AND APPROVED by the President and Board of Trustees of the Village of Barrington Hills, Illinois, this 22<sup>nd</sup> day of June, 2015.

APPROVED:

ATTEST:

\_\_\_\_\_  
Village President

\_\_\_\_\_  
Village Clerk

**STAY BONUS AND SEPARATION AGREEMENT BETWEEN KATHLEEN M. SCHULTZ AND THE VILLAGE OF BARRINGTON HILLS**

THIS AGREEMENT (hereinafter referred to as the “Agreement”) made and entered into on the date stated below, by and between Kathleen M. Schultz (hereinafter referred to as “Employee”) and the VILLAGE OF BARRINGTON HILLS (hereinafter referred to as the “Village”) (hereinafter collectively referred to as the “Parties”),

**RECITALS**

**WHEREAS**, Employee is presently an employee of the Village’s Police Department and performs duties in connection with the Village’s emergency dispatch services as a Police Assistant; and

**WHEREAS**, recently the Village Board of Trustees approved a transfer of emergency dispatch services to QuadCom, and as a result, the Village will no longer be in need of Police Department personnel to operate Village emergency dispatch services once the transition of dispatch services is finally complete; and

**WHEREAS**, the Parties recognize that Employee is an “at will” Employee under Illinois law and has no obligation or right to remain employed with the Village and can resign or be terminated at any time; and

**WHEREAS**, the Village has determined that it is critical to retain its currently employed emergency dispatch services personnel, including Employee, throughout the emergency dispatch services transition period (“Transition Period”) to ensure a seamless transition and the health and safety of Village citizens; and

**WHEREAS**, in consideration of Employee’s commitment to remain employed throughout the transition period, the Village has determined that it is in the best interests of the

citizens of the Village to provide employee an additional pay bonus upon certain terms and conditions provided herein; and

**WHEREAS**, the Parties mutually desire to make provisions for Employee's additional pay bonus at the conclusion of the Transition Period and to make provisions for Employee's separation of employment from the Village upon certain terms and conditions provided herein.

**NOW, THEREFORE**, IT IS hereby AGREED by and between the Employee and Village that:

### **TERMS AND CONDITIONS**

1. The foregoing recitals are incorporated herein by reference and made part of this Agreement, as if set forth fully herein.

2. As of the date of the execution of this Agreement, Employee is currently employed as an "at will" Police Assistant with the Village and is performing duties in connection with the Village's emergency dispatch services.

3. The Village shall pay Employee a one-time \$16,600.00 stay bonus ("Stay Bonus") in addition to Employee's regular employment compensation in exchange for Employee's continued employment throughout the Transition Period. The Stay Bonus shall be payable to the Employee as part of Employee's last pay check at the conclusion of the Transition Period. Employee shall only be entitled to the Stay Bonus upon Employee's satisfactory performance according to the terms and conditions set forth in this Agreement.

4. The Parties agree that the Transition Period shall commence upon the Employee's execution of this Agreement and conclude only upon written notice of the Village, but is estimated to conclude on or about November 15, 2015.

5. Employee understands that the Employee's employment with the Village is terminated effective at the conclusion of the Transition Period due to the elimination of Employee's position and a reduction-in-force.

6. In further consideration of the Stay Bonus, Employee shall be entitled to one (1) paid sick day per month, without medical documentation during the Transition Period. A sick "day" shall be considered any sick time taken on a given calendar day. Any additional sick days taken per month shall be supported by medical documentation during the Transition Period. Employee understands that this provision concerning sick leave controls over any conflicting provision(s) applicable to sick leave in the Village Personnel Manual.

7. The Employee and the Village understand that the provisions of the Village Personnel Manual remain applicable to the Employee's employment during the Transition Period, unless such provision(s) conflict with and terms and conditions provided herein.

8. Employee further agrees that execution of this Agreement shall be deemed a full and unqualified acceptance and agreement by Employee to the terms and conditions of this Agreement, as presented herein.

9. Employee and the Village further hereby forever release and forever discharge the each other from any and all state or federal claims, causes of action, demands, rights, damages, costs, loss of service, attorneys fees, expenses, compensation and considerations whatsoever, which they now have, had, or which may hereafter accrue on account of or in any way growing out of any and all known and unknown, foreseen and unforeseen injuries, damages and the consequences thereof, in connection with any employment action taken by the Village.

10. Employee agrees that Employee:

- a. is entering into this Agreement knowingly, voluntarily, and with full knowledge of its significance;

- b. has been advised to and has had the opportunity to consult with an attorney with regard to this Agreement;
- c. waives and forgoes any and all claims, cause, and causes of action he may have against the Village, and its officers, employees, and agents in connection with the employment relationship between Employee and the Village and the termination thereof under state statutory or common law, and federal law in connection with the subjects of this Agreement, including but not limited to claims under Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e *et seq.*; the Illinois Human Rights Act, 775 ILCS 511-101 *et seq.*; the Civil Rights Act of 1991; the Illinois Wage Payment and Collection Act, 820 ILCS 11511 *et seq.*; the Fair Labor Standards Act, 29 U.S.C. § 201 *et seq.*; 42 U.S.C. § 1983, the Americans with Disabilities Act; and any other state or federal statutes that may be applicable, except as otherwise prohibited by law.

11. This Agreement contains the entire agreement between the Parties hereto, and the terms of this Agreement are contractual and not a mere recital.

12. This Agreement may be executed by the Parties in one or more counterpart originals, each of which shall be considered part of the same original document.

13. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

14. The Parties hereby consent to personal jurisdiction in the State of Illinois and consent to venue in the Circuit Court of Cook County, Illinois, for any dispute related to this Agreement.

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**STAY BONUS AND SEPARATION AGREEMENT BETWEEN GAYLE L. YOUNG  
AND THE VILLAGE OF BARRINGTON HILLS**

THIS AGREEMENT (hereinafter referred to as the “Agreement”) made and entered into on the date stated below, by and between Gayle L. Young (hereinafter referred to as “Employee”) and the VILLAGE OF BARRINGTON HILLS (hereinafter referred to as the “Village”) (hereinafter collectively referred to as the “Parties”),

**RECITALS**

**WHEREAS**, Employee is presently an employee of the Village’s Police Department and performs duties in connection with the Village’s emergency dispatch services as a Police Assistant; and

**WHEREAS**, recently the Village Board of Trustees approved a transfer of emergency dispatch services to QuadCom, and as a result, the Village will no longer be in need of Police Department personnel to operate Village emergency dispatch services once the transition of dispatch services is finally complete; and

**WHEREAS**, the Parties recognize that Employee is an “at will” Employee under Illinois law and has no obligation or right to remain employed with the Village and can resign or be terminated at any time; and

**WHEREAS**, the Village has determined that it is critical to retain its currently employed emergency dispatch services personnel, including Employee, throughout the emergency dispatch services transition period (“Transition Period”) to ensure a seamless transition and the health and safety of Village citizens; and

**WHEREAS**, in consideration of Employee’s commitment to remain employed throughout the transition period, the Village has determined that it is in the best interests of the

citizens of the Village to provide employee an additional pay bonus upon certain terms and conditions provided herein; and

**WHEREAS**, the Parties mutually desire to make provisions for Employee's additional pay bonus at the conclusion of the Transition Period and to make provisions for Employee's separation of employment from the Village upon certain terms and conditions provided herein.

**NOW, THEREFORE**, IT IS hereby AGREED by and between the Employee and Village that:

### **TERMS AND CONDITIONS**

1. The foregoing recitals are incorporated herein by reference and made part of this Agreement, as if set forth fully herein.

2. As of the date of the execution of this Agreement, Employee is currently employed as an "at will" Police Assistant with the Village and is performing duties in connection with the Village's emergency dispatch services.

3. The Village shall pay Employee a one-time \$16,600.00 stay bonus ("Stay Bonus") in addition to Employee's regular employment compensation in exchange for Employee's continued employment throughout the Transition Period. The Stay Bonus shall be payable to the Employee as part of Employee's last pay check at the conclusion of the Transition Period. Employee shall only be entitled to the Stay Bonus upon Employee's satisfactory performance according to the terms and conditions set forth in this Agreement.

4. The Parties agree that the Transition Period shall commence upon the Employee's execution of this Agreement and conclude only upon written notice of the Village, but is estimated to conclude on or about November 15, 2015.

5. Employee understands that the Employee's employment with the Village is terminated effective at the conclusion of the Transition Period due to the elimination of Employees position and a reduction-in-force.

6. In further consideration of the Stay Bonus, Employee shall be entitled to one (1) paid sick day per month, without medical documentation during the Transition Period. A sick "day" shall be considered any sick time taken on a given calendar day. Any additional sick days taken per month shall be supported by medical documentation during the Transition Period. Employee understands that this provision concerning sick leave controls over any conflicting provision(s) applicable to sick leave in the Village Personnel Manual.

7. The Employee and the Village understand that the provisions of the Village Personnel Manual remain applicable to the Employee's employment during the Transition Period, unless such provision(s) conflict with and terms and conditions provided herein.

8. Employee further agrees that execution of this Agreement shall be deemed a full and unqualified acceptance and agreement by Employee to the terms and conditions of this Agreement, as presented herein.

9. Employee and the Village further hereby forever release and forever discharge the each other from any and all state or federal claims, causes of action, demands, rights, damages, costs, loss of service, attorneys fees, expenses, compensation and considerations whatsoever, which they now have, had, or which may hereafter accrue on account of or in any way growing out of any and all known and unknown, foreseen and unforeseen injuries, damages and the consequences thereof, in connection with any employment action taken by the Village.

- 10. Employee agrees that Employee:
  - a. is entering into this Agreement knowingly, voluntarily, and with full knowledge of its significance;

- b. has been advised to and has had the opportunity to consult with an attorney with regard to this Agreement;
- c. waives and forgoes any and all claims, cause, and causes of action he may have against the Village, and its officers, employees, and agents in connection with the employment relationship between Employee and the Village and the termination thereof under state statutory or common law, and federal law in connection with the subjects of this Agreement, including but not limited to claims under Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e *et seq.*; the Illinois Human Rights Act, 775 ILCS 511-101 *et seq.*; the Civil Rights Act of 1991; the Illinois Wage Payment and Collection Act, 820 ILCS 11511 *et seq.*; the Fair Labor Standards Act, 29 U.S.C. § 201 *et seq.*; 42 U.S.C. § 1983, the Americans with Disabilities Act; and any other state or federal statutes that may be applicable, except as otherwise prohibited by law.

11. This Agreement contains the entire agreement between the Parties hereto, and the terms of this Agreement are contractual and not a mere recital.

12. This Agreement may be executed by the Parties in one or more counterpart originals, each of which shall be considered part of the same original document.

13. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

14. The Parties hereby consent to personal jurisdiction in the State of Illinois and consent to venue in the Circuit Court of Cook County, Illinois, for any dispute related to this Agreement.

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**STAY BONUS AND SEPARATION AGREEMENT BETWEEN TAMERA L. HULS AND  
THE VILLAGE OF BARRINGTON HILLS**

THIS AGREEMENT (hereinafter referred to as the “Agreement”) made and entered into on the date stated below, by and between Tamera L. Huls (hereinafter referred to as “Employee”) and the VILLAGE OF BARRINGTON HILLS (hereinafter referred to as the “Village”) (hereinafter collectively referred to as the “Parties”),

**RECITALS**

**WHEREAS**, Employee is presently an employee of the Village’s Police Department and performs duties in connection with the Village’s emergency dispatch services as a Police Assistant; and

**WHEREAS**, recently the Village Board of Trustees approved a transfer of emergency dispatch services to QuadCom, and as a result, the Village will no longer be in need of Police Department personnel to operate Village emergency dispatch services once the transition of dispatch services is finally complete; and

**WHEREAS**, the Parties recognize that Employee is an “at will” Employee under Illinois law and has no obligation or right to remain employed with the Village and can resign or be terminated at any time; and

**WHEREAS**, the Village has determined that it is critical to retain its currently employed emergency dispatch services personnel, including Employee, throughout the emergency dispatch services transition period (“Transition Period”) to ensure a seamless transition and the health and safety of Village citizens; and

**WHEREAS**, in consideration of Employee’s commitment to remain employed throughout the transition period, the Village has determined that it is in the best interests of the

citizens of the Village to provide employee an additional pay bonus upon certain terms and conditions provided herein; and

**WHEREAS**, the Parties mutually desire to make provisions for Employee's additional pay bonus at the conclusion of the Transition Period and to make provisions for Employee's separation of employment from the Village upon certain terms and conditions provided herein.

**NOW, THEREFORE**, IT IS hereby AGREED by and between the Employee and Village that:

### **TERMS AND CONDITIONS**

1. The foregoing recitals are incorporated herein by reference and made part of this Agreement, as if set forth fully herein.

2. As of the date of the execution of this Agreement, Employee is currently employed as an "at will" Police Assistant with the Village and is performing duties in connection with the Village's emergency dispatch services.

3. The Village shall pay Employee a one-time \$16,600.00 stay bonus ("Stay Bonus") in addition to Employee's regular employment compensation in exchange for Employee's continued employment throughout the Transition Period. The Stay Bonus shall be payable to the Employee as part of Employee's last pay check at the conclusion of the Transition Period. Employee shall only be entitled to the Stay Bonus upon Employee's satisfactory performance according to the terms and conditions set forth in this Agreement.

4. The Parties agree that the Transition Period shall commence upon the Employee's execution of this Agreement and conclude only upon written notice of the Village, but is estimated to conclude on or about November 15, 2015.

5. Employee understands that the Employee's employment with the Village is terminated effective at the conclusion of the Transition Period due to the elimination of Employees position and a reduction-in-force.

6. In further consideration of the Stay Bonus, Employee shall be entitled to one (1) paid sick day per month, without medical documentation during the Transition Period. A sick "day" shall be considered any sick time taken on a given calendar day. Any additional sick days taken per month shall be supported by medical documentation during the Transition Period. Employee understands that this provision concerning sick leave controls over any conflicting provision(s) applicable to sick leave in the Village Personnel Manual.

7. The Employee and the Village understand that the provisions of the Village Personnel Manual remain applicable to the Employee's employment during the Transition Period, unless such provision(s) conflict with and terms and conditions provided herein.

8. Employee further agrees that execution of this Agreement shall be deemed a full and unqualified acceptance and agreement by Employee to the terms and conditions of this Agreement, as presented herein.

9. Employee and the Village further hereby forever release and forever discharge the each other from any and all state or federal claims, causes of action, demands, rights, damages, costs, loss of service, attorneys fees, expenses, compensation and considerations whatsoever, which they now have, had, or which may hereafter accrue on account of or in any way growing out of any and all known and unknown, foreseen and unforeseen injuries, damages and the consequences thereof, in connection with any employment action taken by the Village.

10. Employee agrees that Employee:

- a. is entering into this Agreement knowingly, voluntarily, and with full knowledge of its significance;

- b. has been advised to and has had the opportunity to consult with an attorney with regard to this Agreement;
- c. waives and forgoes any and all claims, cause, and causes of action he may have against the Village, and its officers, employees, and agents in connection with the employment relationship between Employee and the Village and the termination thereof under state statutory or common law, and federal law in connection with the subjects of this Agreement, including but not limited to claims under Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e *et seq.*; the Illinois Human Rights Act, 775 ILCS 511-101 *et seq.*; the Civil Rights Act of 1991; the Illinois Wage Payment and Collection Act, 820 ILCS 11511 *et seq.*; the Fair Labor Standards Act, 29 U.S.C. § 201 *et seq.*; 42 U.S.C. § 1983, the Americans with Disabilities Act; and any other state or federal statutes that may be applicable, except as otherwise prohibited by law.

11. This Agreement contains the entire agreement between the Parties hereto, and the terms of this Agreement are contractual and not a mere recital.

12. This Agreement may be executed by the Parties in one or more counterpart originals, each of which shall be considered part of the same original document.

13. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

14. The Parties hereby consent to personal jurisdiction in the State of Illinois and consent to venue in the Circuit Court of Cook County, Illinois, for any dispute related to this Agreement.

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EACH PARTY EXECUTING THIS AGREEMENT STIPULATES THAT HE/SHE HAS READ THIS AGREEMENT AND FULLY UNDERSTANDS IT.

IN WITNESS WHEREOF, the Parties hereto have set their hands and seals below.

VILLAGE OF BARRINGTON HILLS

---

By: \_\_\_\_\_  
MARTIN McLAUGHLIN Date  
PRESIDENT

Attest: \_\_\_\_\_  
ANNA PAUL  
VILLAGE CLERK

EMPLOYEE

Tamera L. Huls 6/9/15  
Tamera L. Huls Date

State of Illinois )  
)  
County of Cook )

This instrument was acknowledged before me on  
June 9, 2015 by Tamera L. Huls  
(Notary Seal)

Alice A. Runvik  
Notary Public





**STAY BONUS AND SEPARATION AGREEMENT BETWEEN ERIC D. BABCOCK  
AND THE VILLAGE OF BARRINGTON HILLS**

THIS AGREEMENT (hereinafter referred to as the “Agreement”) made and entered into on the date stated below, by and between Eric D. Babcock (hereinafter referred to as “Employee”) and the VILLAGE OF BARRINGTON HILLS (hereinafter referred to as the “Village”) (hereinafter collectively referred to as the “Parties”),

**RECITALS**

**WHEREAS**, Employee is presently an employee of the Village’s Police Department and performs duties in connection with the Village’s emergency dispatch services as a Police Assistant; and

**WHEREAS**, recently the Village Board of Trustees approved a transfer of emergency dispatch services to QuadCom, and as a result, the Village will no longer be in need of Police Department personnel to operate Village emergency dispatch services once the transition of dispatch services is finally complete; and

**WHEREAS**, the Parties recognize that Employee is an “at will” Employee under Illinois law and has no obligation or right to remain employed with the Village and can resign or be terminated at any time; and

**WHEREAS**, the Village has determined that it is critical to retain its currently employed emergency dispatch services personnel, including Employee, throughout the emergency dispatch services transition period (“Transition Period”) to ensure a seamless transition and the health and safety of Village citizens; and

**WHEREAS**, in consideration of Employee’s commitment to remain employed throughout the transition period, the Village has determined that it is in the best interests of the

citizens of the Village to provide employee an additional pay bonus upon certain terms and conditions provided herein; and

**WHEREAS**, the Parties mutually desire to make provisions for Employee's additional pay bonus at the conclusion of the Transition Period and to make provisions for Employee's separation of employment from the Village upon certain terms and conditions provided herein.

**NOW, THEREFORE**, IT IS hereby AGREED by and between the Employee and Village that:

### **TERMS AND CONDITIONS**

1. The foregoing recitals are incorporated herein by reference and made part of this Agreement, as if set forth fully herein.

2. As of the date of the execution of this Agreement, Employee is currently employed as an "at will" Police Assistant with the Village and is performing duties in connection with the Village's emergency dispatch services.

3. The Village shall pay Employee a one-time \$16,600.00 stay bonus ("Stay Bonus") in addition to Employee's regular employment compensation in exchange for Employee's continued employment throughout the Transition Period. The Stay Bonus shall be payable to the Employee as part of Employee's last pay check at the conclusion of the Transition Period. Employee shall only be entitled to the Stay Bonus upon Employee's satisfactory performance according to the terms and conditions set forth in this Agreement.

4. The Parties agree that the Transition Period shall commence upon the Employee's execution of this Agreement and conclude only upon written notice of the Village, but is estimated to conclude on or about November 15, 2015.

5. Employee understands that the Employee's employment with the Village is terminated effective at the conclusion of the Transition Period due to the elimination of Employee's position and a reduction-in-force.

6. In further consideration of the Stay Bonus, Employee shall be entitled to one (1) paid sick day per month, without medical documentation during the Transition Period. A sick "day" shall be considered any sick time taken on a given calendar day. Any additional sick days taken per month shall be supported by medical documentation during the Transition Period. Employee understands that this provision concerning sick leave controls over any conflicting provision(s) applicable to sick leave in the Village Personnel Manual.

7. The Employee and the Village understand that the provisions of the Village Personnel Manual remain applicable to the Employee's employment during the Transition Period, unless such provision(s) conflict with and terms and conditions provided herein.

8. Employee further agrees that execution of this Agreement shall be deemed a full and unqualified acceptance and agreement by Employee to the terms and conditions of this Agreement, as presented herein.

9. Employee and the Village further hereby forever release and forever discharge the each other from any and all state or federal claims, causes of action, demands, rights, damages, costs, loss of service, attorneys fees, expenses, compensation and considerations whatsoever, which they now have, had, or which may hereafter accrue on account of or in any way growing out of any and all known and unknown, foreseen and unforeseen injuries, damages and the consequences thereof, in connection with any employment action taken by the Village.

10. Employee agrees that Employee:

- a. is entering into this Agreement knowingly, voluntarily, and with full knowledge of its significance;

- b. has been advised to and has had the opportunity to consult with an attorney with regard to this Agreement;
- c. waives and forgoes any and all claims, cause, and causes of action he may have against the Village, and its officers, employees, and agents in connection with the employment relationship between Employee and the Village and the termination thereof under state statutory or common law, and federal law in connection with the subjects of this Agreement, including but not limited to claims under Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e *et seq.*; the Illinois Human Rights Act, 775 ILCS 511-101 *et seq.*; the Civil Rights Act of 1991; the Illinois Wage Payment and Collection Act, 820 ILCS 11511 *et seq.*; the Fair Labor Standards Act, 29 U.S.C. § 201 *et seq.*; 42 U.S.C. § 1983, the Americans with Disabilities Act; and any other state or federal statutes that may be applicable, except as otherwise prohibited by law.

11. This Agreement contains the entire agreement between the Parties hereto, and the terms of this Agreement are contractual and not a mere recital.

12. This Agreement may be executed by the Parties in one or more counterpart originals, each of which shall be considered part of the same original document.

13. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

14. The Parties hereby consent to personal jurisdiction in the State of Illinois and consent to venue in the Circuit Court of Cook County, Illinois, for any dispute related to this Agreement.

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**EACH PARTY EXECUTING THIS AGREEMENT STIPULATES THAT HE/SHE HAS READ THIS AGREEMENT AND FULLY UNDERSTANDS IT.**

IN WITNESS WHEREOF, the Parties hereto have set their hands and seals below.

VILLAGE OF BARRINGTON HILLS

By: \_\_\_\_\_  
MARTIN McLAUGHLIN                      Date  
PRESIDENT

Attest: \_\_\_\_\_  
ANNA PAUL  
VILLAGE CLERK

EMPLOYEE

Eric D. Babcock                      6/5/15  
Eric D. Babcock                      Date

State of Illinois            )  
  )  
County of Cook            )

This instrument was acknowledged before me on  
June 5, 2015 by Eric D Babcock.

(Notary Seal)

Kathleen Schultz  
Notary Public



**STAY BONUS AND SEPARATION AGREEMENT BETWEEN KIM J. ROEL AND THE VILLAGE OF BARRINGTON HILLS**

THIS AGREEMENT (hereinafter referred to as the “Agreement”) made and entered into on the date stated below, by and between Kim J. Roel (hereinafter referred to as “Employee”) and the VILLAGE OF BARRINGTON HILLS (hereinafter referred to as the “Village”) (hereinafter collectively referred to as the “Parties”),

**RECITALS**

**WHEREAS**, Employee is presently an employee of the Village’s Police Department and performs duties in connection with the Village’s emergency dispatch services as a Police Assistant; and

**WHEREAS**, recently the Village Board of Trustees approved a transfer of emergency dispatch services to QuadCom, and as a result, the Village will no longer be in need of Police Department personnel to operate Village emergency dispatch services once the transition of dispatch services is finally complete; and

**WHEREAS**, the Parties recognize that Employee is an “at will” Employee under Illinois law and has no obligation or right to remain employed with the Village and can resign or be terminated at any time; and

**WHEREAS**, the Village has determined that it is critical to retain its currently employed emergency dispatch services personnel, including Employee, throughout the emergency dispatch services transition period (“Transition Period”) to ensure a seamless transition and the health and safety of Village citizens; and

**WHEREAS**, in consideration of Employee’s commitment to remain employed throughout the transition period, the Village has determined that it is in the best interests of the

citizens of the Village to provide employee an additional pay bonus upon certain terms and conditions provided herein; and

**WHEREAS**, the Parties mutually desire to make provisions for Employee's additional pay bonus at the conclusion of the Transition Period and to make provisions for Employee's separation of employment from the Village upon certain terms and conditions provided herein.

**NOW, THEREFORE**, IT IS hereby AGREED by and between the Employee and Village that:

### **TERMS AND CONDITIONS**

1. The foregoing recitals are incorporated herein by reference and made part of this Agreement, as if set forth fully herein.

2. As of the date of the execution of this Agreement, Employee is currently employed as an "at will" Police Assistant with the Village and is performing duties in connection with the Village's emergency dispatch services.

3. The Village shall pay Employee a one-time \$16,600.00 stay bonus ("Stay Bonus") in addition to Employee's regular employment compensation in exchange for Employee's continued employment throughout the Transition Period. The Stay Bonus shall be payable to the Employee as part of Employee's last pay check at the conclusion of the Transition Period. Employee shall only be entitled to the Stay Bonus upon Employee's satisfactory performance according to the terms and conditions set forth in this Agreement.

4. The Parties agree that the Transition Period shall commence upon the Employee's execution of this Agreement and conclude only upon written notice of the Village, but is estimated to conclude on or about November 15, 2015.

5. Employee understands that the Employee's employment with the Village is terminated effective at the conclusion of the Transition Period due to the elimination of Employee's position and a reduction-in-force.

6. In further consideration of the Stay Bonus, Employee shall be entitled to one (1) paid sick day per month, without medical documentation during the Transition Period. A sick "day" shall be considered any sick time taken on a given calendar day. Any additional sick days taken per month shall be supported by medical documentation during the Transition Period. Employee understands that this provision concerning sick leave controls over any conflicting provision(s) applicable to sick leave in the Village Personnel Manual.

7. The Employee and the Village understand that the provisions of the Village Personnel Manual remain applicable to the Employee's employment during the Transition Period, unless such provision(s) conflict with and terms and conditions provided herein.

8. Employee further agrees that execution of this Agreement shall be deemed a full and unqualified acceptance and agreement by Employee to the terms and conditions of this Agreement, as presented herein.

9. Employee and the Village further hereby forever release and forever discharge the each other from any and all state or federal claims, causes of action, demands, rights, damages, costs, loss of service, attorneys fees, expenses, compensation and considerations whatsoever, which they now have, had, or which may hereafter accrue on account of or in any way growing out of any and all known and unknown, foreseen and unforeseen injuries, damages and the consequences thereof, in connection with any employment action taken by the Village.

10. Employee agrees that Employee:

- a. is entering into this Agreement knowingly, voluntarily, and with full knowledge of its significance;

- b. has been advised to and has had the opportunity to consult with an attorney with regard to this Agreement;
- c. waives and forgoes any and all claims, cause, and causes of action he may have against the Village, and its officers, employees, and agents in connection with the employment relationship between Employee and the Village and the termination thereof under state statutory or common law, and federal law in connection with the subjects of this Agreement, including but not limited to claims under Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e *et seq.*; the Illinois Human Rights Act, 775 ILCS 511-101 *et seq.*; the Civil Rights Act of 1991; the Illinois Wage Payment and Collection Act, 820 ILCS 11511 *et seq.*; the Fair Labor Standards Act, 29 U.S.C. § 201 *et seq.*; 42 U.S.C. § 1983, the Americans with Disabilities Act; and any other state or federal statutes that may be applicable, except as otherwise prohibited by law.

11. This Agreement contains the entire agreement between the Parties hereto, and the terms of this Agreement are contractual and not a mere recital.

12. This Agreement may be executed by the Parties in one or more counterpart originals, each of which shall be considered part of the same original document.

13. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

14. The Parties hereby consent to personal jurisdiction in the State of Illinois and consent to venue in the Circuit Court of Cook County, Illinois, for any dispute related to this Agreement.

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