

RESOLUTION NO. 16-04

**A RESOLUTION AUTHORIZING A SEVERANCE AND  
RELEASE AGREEMENT BETWEEN CATHY HOJEK AND  
THE LISLE-WOODRIDGE FIRE PROTECTION DISTRICT**

**WHEREAS**, the Lisle-Woodridge Fire Protection District (the "District"), Du Page and Will Counties, Illinois, is a fire protection district duly organized under the laws of the State of Illinois; and

**WHEREAS**, Section 6 of the Illinois Fire Protection District Act (70 ILCS 705/6) authorizes the Board of Trustees of the District (the "Board") to exercise all of the powers and control all the affairs of the District; and

**WHEREAS**, the Board has decided to eliminate the District's Finance Department and contract with an outside accounting firm to manage the District's finances; and

**WHEREAS**, due to the contemplated elimination of the Finance Department, the Fire Chief has terminated the employment of Finance Assistant Cathy Hojek; and

**WHEREAS**, the Board desires to offer a severance package and obtain a release of any potential claims against the District from Cathy Hojek.

**NOW, THEREFORE**, be it resolved by the Board of Trustees of the Lisle-Woodridge Fire Protection District as follows:

**Section One:** The Board consents to and ratifies the removal of Cathy Hojek from her employment as the District's Finance Assistant.

**Section Two:** The District's President and Secretary are authorized to execute, on behalf of the District, a severance and release agreement with Cathy Hojek in substantially the same form as the agreement attached as EXHIBIT A.

**Section Three:** This Resolution shall be in full force and effect upon its passage and approval as required by law.

**Section Four:** This Resolution shall be in full force and effect upon its adoption and shall supersede any resolutions or motions, or parts of resolutions or motions, in

conflict with any part herein, and any such resolutions or motions, or parts thereof, are hereby repealed to the extent of any conflict.

**Section Five:** If any section, paragraph or provision of this Resolution shall be held invalid or unenforceable for any reason, such invalidity or unenforceability shall not affect any of the remaining provisions of this Resolution.

**ADOPTED** this 22nd day of March, 2016, by a roll call vote as follows:

**AYES:** Perry, Althoff, Costin, Frank

**NAYS:** 0

**ABSENT:** Chaffin



Brent Frank, President, Board of Trustees  
Lisle-Woodridge Fire Protection District

**ATTEST:**



Thomas Althoff, Secretary, Board of Trustees  
Lisle-Woodridge Fire Protection District

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EXHIBIT A

SEVERANCE AND RELEASE AGREEMENT BETWEEN CATHY HOJEK  
AND THE LISLE-WOODRIDGE FIRE PROTECTION DISTRICT  
[attached following]

STATE OF ILLINOIS )  
Counties of         )         SS  
Will and DuPage    )

**SECRETARY'S CERTIFICATE**

I, **THOMAS ALTHOFF**, the duly qualified and acting Secretary of the Board of Trustees of the Lisle-Woodridge Fire Protection District, DuPage and Will Counties, Illinois, do hereby state that attached hereto is a true and correct copy of a Resolution entitled:

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which Resolution was duly adopted by said Board of Trustees at a regular meeting held on the 22nd day of March, 2016.

I do further certify that a quorum of said Board of Trustees was present at said meeting, and that the Board complied with all requirements of the Illinois Open Meetings Act.

IN WITNESS WHEREOF, I have hereunto set my hand this 22nd day of March, 2016.



Thomas Althoff, Secretary Board of Trustees  
Lisle-Woodridge Fire Protection District

EXHIBIT "A"

SUMMARY OF SEVERANCE BENEFITS AND  
OTHER POST-EMPLOYMENT BENEFITS

EMPLOYEE: CATHY HOJEK

SEVERANCE BENEFITS:

Employee Salary 4/21/16 through 7/22/16  
(or 4/21/16 through 6/3/16 if Employee fails to  
perform her duties adequately during the Transition  
Period) \$ 2,484.85 bi-weekly

Employer Contribution to Health Insurance 4/21/16  
Through 7/22/16 \$ 730.64 monthly

Outplacement services up to \$ 2,000.00

OTHER POST-EMPLOYMENT BENEFITS TO WHICH EMPLOYEE IS ENTITLED BY  
DISTRICT POLICY OR ILLINOIS LAW:

Value of Accrued Vacation Time through  
05/06/16 (16.75 Hours Regular Current Vacation @ \$31.06 \$ 520.06  
And 240.00 Hours Accrued Vacation 5/1/15-3/23/16  
@ \$31.06 an hour) \$ 7,454.40

Value of Unused Sick Leave \$ N/A  
(insufficient sick time hours to be eligible for payout)

## **SEVERANCE AND RELEASE AGREEMENT**

THIS AGREEMENT is made and entered into on the dates hereinafter set forth by and between the LISLE-WOODRIDGE FIRE PROTECTION DISTRICT, DuPage County, Illinois (hereinafter the "District") and CATHY HOJEK (hereinafter "Employee").

### **WITNESSETH:**

**WHEREAS**, the EMPLOYEE has been employed by the DISTRICT as the Finance Assistant; and

**WHEREAS**, the DISTRICT has decided to eliminate its Finance Department effective MARCH 22, 2016, with a transition period through APRIL 20, 2016; and

**WHEREAS**, the EMPLOYEE'S employment by the DISTRICT as the Finance Assistant will end as of APRIL 20, 2016; and

**WHEREAS**, the DISTRICT and EMPLOYEE have mutually agreed to settle and amicably resolve their past and present disputes, if any, concerning employment by the DISTRICT.

**NOW, THEREFORE**, in consideration of the foregoing and the mutual promises and covenants set forth below the receipt and sufficiency of which are hereby acknowledged by all parties, the parties do hereby agree as follows:

**Section 1.** EMPLOYEE agrees to continue her employment with the District from MARCH 23, 2016 through APRIL 20, 2016 ("Transition Period") to assist in the transition of the accounting firm retained by the DISTRICT to take over the operation of the DISTRICT's Finance Department.

**Section 2.** During EMPLOYEE's employment during the Transition Period, EMPLOYEE will be expected to work from 8:30 a.m. to 5:00 p.m., Monday through

Friday and will be expected to provide good-faith assistance to the accounting firm retained by the DISTRICT to take over the operation of the Finance Department. EMPLOYEE's performance will be monitored by the Fire Chief to ensure adequate performance and cooperation to achieve a successful transition.

**Section 3.** To the extent EMPLOYEE fails to provide adequate assistance during the Transition Period, as determined by the Fire Chief's assessment of EMPLOYEE's work performance during the Transition Period, the severance pay provided herein shall be reduced by half from pay equal to approximately 3 months of EMPLOYEE's prior annual salary to 1.5 months of EMPLOYEE's prior annual salary. In addition, the DISTRICT's payment of the EMPLOYEE's medical and/or dental insurance shall be reduced from 3 months to 1.5 months.

**Section 4.** The EMPLOYEE'S last day of employment with the DISTRICT will be APRIL 20, 2016. Nothing in this Agreement in any way restores that or any employment relationship between the DISTRICT and the EMPLOYEE for any length of time.

**Section 5.** Provided EMPLOYEE signs and does not revoke this Agreement, for the period commencing on APRIL 21, 2016 and ending JULY 22, 2016 (or ending JUNE 3, 2016 if EMPLOYEE fails to perform her duties adequately during the Transition Period) (the "Severance Period"), EMPLOYEE will be entitled to receive severance pay from the DISTRICT at the bi-weekly rate of \$2,484.85, minus applicable withholdings and deductions for taxes and insurance plus any accrued leave required to be paid pursuant to the DISTRICT personnel policies on the first complete pay period following the execution of this Agreement.

Provided EMPLOYEE signs and does not revoke this Agreement, EMPLOYEE shall continue to be eligible to participate in the DISTRICT'S group health and life insurance plan on the same terms as active salaried employees of the DISTRICT (subject to the terms of this paragraph) for the Severance Period. If EMPLOYEE elects continuation of medical and/or dental insurance and is eligible for such continuation under the Consolidated Omnibus Budget Reconciliation Act of 1986 ("COBRA") or any State of Illinois continuation privilege, the DISTRICT will pay a portion of her monthly payments in the same dollar amount as the DISTRICT pays each month for active, salaried employees with the same group health insurance coverage. EMPLOYEE shall pay the applicable employee contribution for the group medical and dental insurance plans in bi-weekly installments.

Provided EMPLOYEE signs and does not revoke this Agreement, the District also agrees to provide EMPLOYEE with outplacement services of an outplacement firm chosen by the DISTRICT for up to \$2,000.00 following termination of employment to assist EMPLOYEE in making the transition to a new position.

A summary of EMPLOYEE'S severance pay as outlined above and other post-employment benefits EMPLOYEE is entitled to by DISTRICT policy or Illinois law are set forth in EXHIBIT "A" attached hereto and made a part hereof.

**Section 6.** DISTRICT shall indemnify and hold EMPLOYEE harmless for all costs and expenses, including any and all claims or causes of action brought against her arising out of or in connection with her employment with the DISTRICT, except for claims or causes of action arising from EMPLOYEE'S willful and wanton conduct, if any.



**Section 7.** EMPLOYEE represents and warrants that she had twenty-one (21) days to consult with an attorney prior to executing this Agreement and Release and does hereby knowingly and voluntarily relinquish and waive all legal and equitable remedies provided under the Age Discrimination in Employment Act, 29 U.S.C. 621 *et seq.* as amended. EMPLOYEE is advised to consult with an attorney prior to signing this Agreement. Further, EMPLOYEE acknowledges that she is aware of and understands all rights and claims pursuant to the Older Workers Benefit Protection Act of 1990, including without limitation, the following:

- (a) By virtue of entering into this Agreement, EMPLOYEE does not waive rights or claims that may arise after the date of execution of this Agreement except those expressly stated herein; and
- (b) EMPLOYEE waives rights or claims under the Older Workers Benefit Protection act only in exchange for consideration in addition to anything of value to which she already is entitled to arising out of this employment relationship with the DISTRICT; and
- (c) EMPLOYEE shall be provided twenty-one days following the receipt of this Agreement to consider entering into and signing this Agreement; and
- (d) For a period of at least seven days following EMPLOYEE'S execution of this Agreement, EMPLOYEE shall have the right to revoke this Agreement (the "revocation period").

**Section 8.** In consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, receipt of which is hereby acknowledged, and except as expressly provided herein, EMPLOYEE does hereby fully, completely, unconditionally and absolutely remise, release, discharge, and forever free the DISTRICT and its officers, agents servants, administrators, employees, insurers, successors, assigns and attorneys, and each and every one of them, whether or not acting in their official capacity, of and from any and claims, controversies,

agreements, promises, obligations, debts, dues, demands, liens, accounts, accountings, covenants, duties, obligations, suits, bonds, sums of money, benefits, damages (including, without imitations, special, compensatory, indirect and punitive damages), fees, attorney's fees, costs and expenses, and actions or causes of action of every kind of nature, at law or equity, which she may now have or claim to have or which may hereinafter accrue, whether known or unknown, anticipated or unanticipated, asserted or which could have been asserted against the DISTRICT and its officers, agents servants, administrators, employees, insurers, successors, assigns and attorneys, and each and every one of them by reason of any act done or omitted to be done by any of them from the beginning of EMPLOYEE'S employment to and through the date of this Agreement and Release, and any other actions, omissions, events, transactions, discussions, communications, positions or statements previously occurring, taken or undertaken at any time prior to the date hereof, and including, without limitation, all of her rights under any and all state and federal statutes, laws, executive orders, and regulations, the Constitution of the United States (including all amendments thereof) and the Constitution of the State of Illinois, the Illinois Human Rights Act, Age Discrimination in Employment Act, the Equal Employment Opportunity Act, the Equal Pay Act of 1963, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, the Immigration Reform and Control Act of 1986, the Employee Retirement Income Security Act of 1974, the Older Workers' Benefit Protection Act, the Americans with Disabilities Act and the 1866, 1871, 1964 and 1991 Civil Rights Acts, and any DISTRICT policies and rules, and any and all contracts (written, oral or implied), with respect to continued employment, compensation, insurance, personal leave, sick leave, accrued vacation,

and any and all other claims rights and benefits of any kind or nature including any and all other claims and rights relating to EMPLOYEE'S employment, compensation, and/or retirement which were asserted or could have been asserted to have arisen or grown out of or in any manner connected with the relationships between the parties, except for the express terms and agreements contained herein and the enforcement of this Agreement. IT IS THE INTENT OF THE PARTIES HERETO THAT THIS RELEASE SHALL BE A FULL AND FINAL GENERAL AND MUTUAL RELEASE AS DESCRIBED ABOVE, AND THAT IT MAY NOT BE MODIFIED IN ANY MANNER.

**Section 9.** Excluded from this Agreement's release of claims are any claims which cannot be waived by law, including the right to file a charge of discrimination with, or participate in, an investigation conducted by any administrative agency. EMPLOYEE is waiving, however, her right to any monetary recovery in connection with such a charge as well as any recovery awarded via an action initiated on her behalf by any other party for claims waived by this Agreement. Also excluded from this Agreement's release of claims are any workers' compensation claims filed regarding any injury occurring to EMPLOYEE before APRIL 21, 2016; any future pension benefits EMPLOYEE may be entitled to under the Illinois Pension Code, if any; any; any rights under the Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA"); and any claims that may arise after the date of this Agreement. EMPLOYEE represents that she has not previously filed or joined in any complaints, charges or lawsuits against the DISTRICT with any governmental agency or court of law over claims released by this Agreement. In the event that any such claim, charge, complaint or lawsuit is, or has been filed, EMPLOYEE shall take all necessary actions to withdraw and dismiss each,

and shall not be entitled to any relief or recovery therefrom, including costs and attorneys' fees. Should she receive any such relief or recovery, notwithstanding this Agreement, she will return it to the District immediately. This provision shall not apply to any complaint, charge or lawsuit that EMPLOYEE may file seeking to enforce the terms of this Agreement.

**Section 10.** The parties acknowledge and agree that no promise has been made by any party to another for any other or future consideration except as expressly stated herein.

**Section 11.** This Agreement contains all of the terms and conditions agreed upon by the parties hereto, and no provisions or requirements expressed herein may be altered, modified or terminated except upon the express written consent of each of the parties hereto.

**Section 12.** This Agreement shall be interpreted and enforced according to the statutes and case law, and in the courts of the State of Illinois regardless of the later residence or domicile of any of the parties.

**Section 13.** This Agreement shall be binding upon and inure to the benefit of the DISTRICT, its officers, employees, agents, successors, and assigns and to EMPLOYEE, her heirs, administrators, representatives, agents, successors, and assigns.

**Section 14.** The parties signing this Agreement do hereby warrant and represent that they have read this Agreement, that they have had sufficient time to consider and comprehend the terms contained herein and consult with counsel of their

choice, that they understand the terms and provisions contained herein, and that they have voluntarily signed hereafter.

**Section 15.** Each party does hereby agree to execute any and all additional documents which may be necessary to effectuate the intent and purposes of this Agreement.

**Section 16.** This Agreement may be executed in duplicate counterparts, each with the same force and effect as the original.

IN WITNESS WHEREOF, EMPLOYEE and DISTRICT by its duly authorized agents and representatives have executed this Agreement and Release.

\_\_\_\_\_, 2016                      \_\_\_\_\_  
Date                                      CATHY HOJEK

LISLE-WOODRIDGE FIRE PROTECTION DISTRICT

By: \_\_\_\_\_ Dated: \_\_\_\_\_, 2016  
President

Attest: \_\_\_\_\_ Dated: \_\_\_\_\_, 2016  
Secretary

## EXHIBIT "A"

### SUMMARY OF SEVERANCE BENEFITS AND OTHER POST-EMPLOYMENT BENEFITS

EMPLOYEE: CATHY HOJEK

#### SEVERANCE BENEFITS:

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And 240.00 Hours Accrued Vacation 5/1/15-3/23/16  
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