

AN ORDINANCE OF THE VILLAGE OF EAST DUNDEE, COOK AND KANE COUNTIES, ILLINOIS APPROVING THE VILLAGE OF EAST DUNDEE EMPLOYMENT AGREEMENT FOR THE VILLAGE ADMINISTRATOR

WHEREAS, the Village of East Dundee, Cook and Kane Counties, Illinois (the “Village”) is a home-rule municipality pursuant to Article VII, Section 6(a) of the Constitution of the State of Illinois of 1970; and,

WHEREAS, the Village pursuant to its home-rule powers has the authority to exercise any power and perform any function pertaining to its government and affairs including the power to regulate for the protection of the public health, safety and welfare; and,

WHEREAS, the Village desires to engage the services of current Deputy Village Administrator, Jennifer Johnsen, as the Village’s Village Administrator for a period of four years commencing on May 1, 2017; and,

WHEREAS, the Village believes it to be in the best interests of its citizens to engage Jennifer Johnsen as Village Administrator, an employee of the Village, pursuant to the terms and conditions set forth in an employment agreement.

NOW, THEREFORE, BE IT ORDAINED by the Village President and Board of Trustees of the Village of East Dundee, Cook and Kane Counties, Illinois, as follows:

Section 1. That the Village of East Dundee Employment Agreement for the Village Administrator, attached hereto and made a part hereof, is hereby approved and the President and Village Clerk are hereby authorized to execute and deliver said Agreement and undertake any and all actions that may be required to implements its terms on behalf of the Village.

Section 2. That this Ordinance shall be in full force and effect from and after its passage and approval as provided by law.

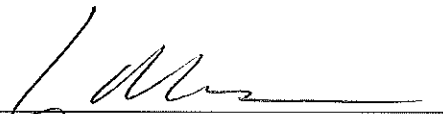
Passed by the Village President and the Board of Trustees of the Village of East Dundee,
Cook and Kane Counties, Illinois, this 1st day of May, A.D. 2017,
pursuant to a roll call vote, as follows:

AYES: Trustees Lynam, Selep, Wood and Mahony

NAYS: Trustees Hall and Andresen


ABSENT: \emptyset

APPROVED by me, as Village President of the Village of East Dundee, Cook and Kane
Counties, Illinois, this 1st day of May, A.D. 2017.



Village President

Attest:



Village Clerk

VILLAGE OF EAST DUNDEE

EMPLOYMENT AGREEMENT FOR THE VILLAGE ADMINISTRATOR

This Employment Agreement is made as of the date written below, by and between the Village of East Dundee, Kane and Cook Counties, Illinois (hereinafter referred to as the "Village") and Jennifer Johnsen, (hereinafter referred to as "Village Administrator").

In consideration of the mutual covenants and consideration set forth herein, the Village and Village Administrator agree as follows:

I. TERM OF ENGAGEMENT

The Village hereby engages the Village Administrator, for a term commencing May 1, 2017 until April 30, 2021 (the "Term"). The Village Administrator shall be considered an employee of the Village.

II. SCOPE OF DUTIES

A. The Village Administrator shall provide administrative services to the Mayor, Trustees and Village staff and shall advise Village officials on policy issues affecting all aspects of Village organization and operations, within the scope of her competence.

B. The Village Administrator shall act on behalf of the Mayor and Board of Trustees as an agent in supervising and directing Village staff in the performance of their duties. She shall advise and consult with Village officials regarding the hiring, assignment, promotion and firing of employees. The Mayor and Board of Trustees shall advise all Village officers and employees to cooperate with and assist the Village Administrator and to seek the advice of the Village Administrator on all administrative and policy questions before communicating with any elected official. Except in an emergency, no individual elected official shall issue any directive to any Village employee without first consulting with the Village Administrator. In case of any directive issued in an emergency, the elected official shall inform the Village Administrator of the circumstances at the first opportunity.

C. The Village Administrator shall attend all regular and special meetings of the Village Board, unless excused by the Board.

III. HOURS OF WORK

Village Administrator is expected to render full time hours associated with this position to accomplish her duties to the satisfaction of the Board. The Village Administrator and the Village agree that the Village Administrator is exempt from the protections of the FLSA and Illinois law, with respect to overtime.

IV. SALARY

The Village shall pay the Village Administrator a salary of One Hundred Forty Five Thousand Dollars (\$145,000), commencing May 1, 2017, for a period of twelve months, said salary to be increased for each twelve (12) months thereafter during the Term of this Agreement by the greater of three percent (3%) per annum or the percentage increase given to employees covered by a collective bargaining agreement. Said salary shall be paid on a schedule which is the same as that for Village payroll and accounts payable checks. The Village will provide the same fringe benefit package provided other employees not covered by a collective bargaining agreement during this period and withhold federal income taxes, state income taxes, FICA taxes and IMRF withholdings as provided for other employees.

V. TERMINATION

The President, with the advice and consent of the Board of Trustees of the Village may terminate this Agreement at any time, for any reason or no reason at all, in accordance with state law and Village ordinance. In the event the Administrator's employment is terminated without cause, the Village shall pay an amount equal to six (6) months' pay, plus any accrued employee benefits to which the Administrator is entitled under the personnel manual, provided the Administrator signs and does not revoke the resignation and severance agreement and release of all claims as prepared by the Village Attorney; however, no severance pay shall be due Administrator where the termination is based on Administrator's conviction of a misdemeanor or felony charge in any way relating to the position of Village Administrator of (i) willful malfeasance of willful misconduct by Administrator in connection with her employment;

or (ii) Administrator's gross negligence in performing any of her duties under this Agreement; or (iii) Administrator's willful breach of any written policy applicable to all employees; or (iv) material breach by Administrator of any of the terms of this Agreement.

In the event this Employment Agreement is not renewed, the Village shall pay an amount equal to three (3) months' pay plus any accrued employee benefits to which the Administrator is entitled under the personnel manual.

VI. OTHER BENEFITS

A. The Village Administrator shall maintain, provide gas, repair and insure a vehicle for her official use while performing Village business at her own expense, for which she shall receive a monthly car allowance of \$500.00, in lieu of expense reimbursement, payable with the first paycheck of each month.

B. The Village Administrator, in accordance with the approved budget, shall be authorized to participate in and attend civic club functions, meetings, courses, institutes, seminars and conferences which are necessary and desirable for professional development.

C. The Village Administrator shall not be prohibited from teaching, writing, consulting or other self-employment activities not in conflict with her responsibilities to the Village set forth in this agreement during the initial term of the same.

D. The Village will fund a health, dental and vision insurance policy(ies) for the Village Administrator and the Village Administrator may elect coverage for her family under the same terms as other non-union village employees.

E. The Village Administrator shall be entitled to twenty (20) business days paid vacation per year accrued in the same manner as other Village employees. The Administrator shall have the option of carrying over vacation from one calendar year to the next calendar year. To the extent to which the Administrator does not use all of her accrued vacation time, the Village Board may, in its discretion, compensate the Administrator for days of accrued but unused vacation.

F. The Village Administrator shall accrue sick time in accordance with the Village's sick time policy schedule.

VII. INDEMNIFICATION.

Beyond that required under Federal, State or Local Law, Village shall defend, save harmless and indemnify Administrator against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as Village Administrator or resulting from the exercise of judgment or discretion in connection with the performance of program duties or responsibilities, unless the act or omission involved willful or wanton conduct. The Administrator may request and the Village shall not unreasonably refuse to provide independent legal representation at Village's expense and Village may not unreasonably withhold approval. Legal representation, provided by Village for Administrator, shall extend until a final determination of the legal action including any appeals brought by either party. The Village shall indemnify Administrator against any and all losses, damages, judgments, interest, settlements, fines, court costs and other reasonable costs and expenses of legal proceedings including attorney's fees, and any other liabilities incurred by, imposed upon, or suffered by the Administrator in connection with or resulting from any claim, action, suit, or proceeding, actual or threatened, arising or in connection with the performance of her duties, except those arising from the willful or wanton conduct of the Administrator. Any settlement of any claim must be made with prior approval of the Village in order for indemnification, as provided in this Section, to be available. The Village agrees to pay the full cost of any fidelity or other bond required of the Administrator, and/or the full cost of legal defense against claims, charges, or lawsuits arising from the Administrator's actions as an agent of the Village.

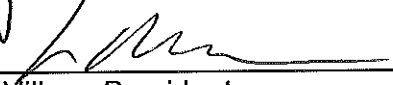
VIII. ENTIRE AGREEMENT


This Employment Agreement contains the complete and entire agreement between the Village and Village Administrator and supersedes all prior agreements and understandings, whether oral or written with respect to Village Administrator's employment as Village Administrator with the Village. This Employment Agreement may be changed only by an agreement in writing signed by Village Administrator and the Village.

IN WITNESS WHEREOF, the parties have executed this Agreement this 1st
day of May, 2017.

VILLAGE OF EAST DUNDEE

By  _____
Village Administrator

By  _____
Village President

By  _____
Village Clerk