



ORDINANCE NO. 19-16-19

AN ORDINANCE AUTHORIZING THE EXECUTION OF AN AMENDED EMPLOYMENT AGREEMENT—JENNIFER PAULUS, CHIEF OF POLICE

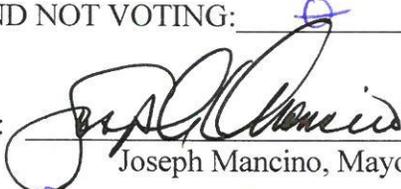
BE IT ORDAINED by the Mayor and Board of Trustees of the Village of Hawthorn Woods, Illinois, that the Mayor and Village Clerk be, and the same are, hereby authorized and directed to execute an Amended Employment Agreement with Jennifer Paulus. Such Amended Employment Agreement is by and between the Village of Hawthorn Woods and Jennifer Paulus, a copy of which is attached hereto as Exhibit "A", and, by this reference, made a part hereof.

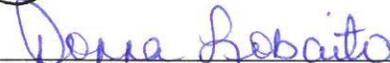
The foregoing Ordinance was adopted by a roll call vote as follows:

AYES: Kaiser, Kesik, Rizzo, Corrigan, Dimaggio, David

NAYS: Ø

ABSENT AND NOT VOTING: Ø

APPROVED:   
Joseph Mancino, Mayor

ATTEST:   
Donna Lobaito, Village Clerk

ADOPTED: April 22, 2019

APPROVED: April 22, 2019

**VILLAGE OF HAWTHORN WOODS**

**DEPARTMENT DIRECTOR EMPLOYMENT AGREEMENT**

THIS AMENDMENT TO EMPLOYMENT AGREEMENT made and entered into as of the 22nd day of April 2019, by and between the VILLAGE OF HAWTHORN WOODS, an Illinois municipal corporation (sometimes hereinafter referred to as the "VILLAGE") and JENNIFER R. PAULUS, a member of the Executive Leadership Team of the Village of Hawthorn Woods (sometimes hereinafter referred to as "EMPLOYEE").

WITNESSETH:

WHEREAS, the corporate authorities of the VILLAGE did, on or about June 24, 2013, enter into a certain Employment Agreement with EMPLOYEE , a copy of which is attached hereto as Exhibit "A" and by this reference, incorporated herein ("EMPLOYMENT AGREEMENT"); and

WHEREAS, the VILLAGE and EMPLOYEE desire to amend the terms and conditions of said EMPLOYMENT AGREEMENT in certain respects.

NOW, THEREFORE, in consideration of the foregoing recitals and of the covenants and conditions hereinafter contained, the adequacy and sufficiency of which the parties hereto hereby stipulate, the parties agree as follows:

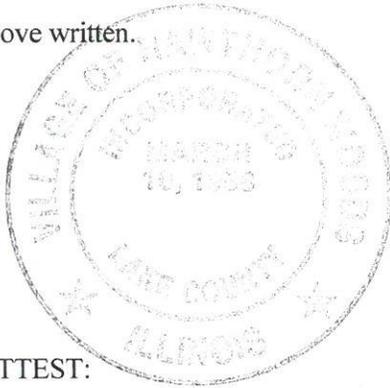
SECTION ONE: That the "WHEREAS" clauses set forth hereinabove are expressly incorporated herein as substantive provisions of this Amendment.

SECTION TWO: That Section VI.C. of the EMPLOYMENT AGREEMENT is hereby deleted in its entirety and in lieu thereof the following language shall be substituted:

"C. VACATION: EMPLOYEE shall be entitled to twenty-five (25) days of vacation per year. Customary holiday given to all VILLAGE employees shall not be counted against EMPLOYEE'S paid time off. Vacation days accumulated by EMPLOYEE shall not be allowed to exceed ten (10) days. If EMPLOYEE resigns, or is terminated, EMPLOYEE shall be compensated for vacation leave earned but unused."

SECTION THREE: That to the extent not expressly modified by the terms, provisions and conditions of this Amendment to Employment Agreement, the terms, provisions and conditions of the EMPLOYMENT AGREEMENT shall remain in full force and effect as therein provided.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the date first above written.



VILLAGE OF HAWTHORN WOODS, an Illinois municipal corporation,

By: \_\_\_\_\_

*Joseph Mancino*

Joseph Mancino, Mayor

ATTEST:

*Donna Lobaito*  
\_\_\_\_\_  
Donna Lobaito, Village Clerk

EMPLOYEE:

*Jennifer R. Paulus*  
\_\_\_\_\_  
Jennifer R. Paulus



RESOLUTION NO. 06-24-13-3

A RESOLUTION AUTHORIZING THE MAYOR TO EXTEND AND EXECUTE AN EMPLOYMENT CONTRACT TO POLICE CHIEF JENNIFER PAULUS

BE IT RESOLVED by the Mayor and Board of Trustees of the Village of Hawthorn Woods, Illinois, that the Mayor Joseph Mancino be, and the same is hereby authorized and directed, to execute an employment contract to Jennifer Paulus for the purpose of filling the Department Director position of Chief of Police for the Village of Hawthorn Woods. The Employment Contract attached hereto as Exhibit "A" and, by this reference made a part hereof.

The foregoing Resolution was adopted by the Board of Trustees of the Village of Hawthorn Woods, Illinois on June 24, 2013:

AYES: Paezjo, Pless, Corrigan, David

NAYS: 0

ABSENT AND NOT VOTING: Morgan, Dimaggio

APPROVED: Joseph Mancino  
Joseph Mancino, Mayor

ATTEST: Donna Lobaito  
Donna Lobaito, Village Clerk

ADOPTED: June 24, 2013

APPROVED: June 24, 2013



**EXHIBIT "A"**

**VILLAGE OF HAWTHORN WOODS**

**DEPARTMENT DIRECTOR EMPLOYMENT AGREEMENT**

THIS AGREEMENT made and entered into as of the 1st day of May 2013, by and between the VILLAGE OF HAWTHORN WOODS, an Illinois municipal corporation (sometimes hereinafter referred to as the "VILLAGE") and Jennifer Paulus a member of the Executive Leadership Team of the Village of Hawthorn Woods (sometimes hereinafter referred to as "EMPLOYEE").

WITNESSETH:

WHEREAS, the corporate authorities of the VILLAGE are authorized to enter into this Agreement pursuant to the authority contained in 65 ILCS 5/8-1-7; and,

WHEREAS, the VILLAGE desires to employ the services of EMPLOYEE as the Chief of Police of the VILLAGE, as provided for by the ordinances of the VILLAGE; and,

WHEREAS, it is the desire of the VILLAGE to provide certain benefits and to set working expectations of EMPLOYEE; and,

WHEREAS, the purpose of this Agreement is to:

- (1) Secure and retain the services of EMPLOYEE and to provide inducement for her to remain in such employment;
- (2) To make possible full work productivity by assuring EMPLOYEE'S morale;
- (3) Act as a deterrent against malfeasance or dishonesty for personal gain; and,
- (4) Provide a just means of terminating EMPLOYEE'S services; and,

WHEREAS, EMPLOYEE desires to accept employment as the Chief of Police of the VILLAGE upon the terms and conditions hereinafter set forth

NOW, THEREFORE, in consideration of the foregoing recitals and of the covenants and conditions hereinafter contained, the adequacy and sufficiency of which the parties hereto hereby stipulate, the parties hereto agree as follows:

SECTION I: DUTIES: The VILLAGE agrees to employ EMPLOYEE as the Chief of Police of the VILLAGE. EMPLOYEE agrees to be employed as the Chief of Police of the VILLAGE and be responsible for the proper administration of her department and perform the functions and duties of her position in accordance with the VILLAGE's ordinances, resolutions, rules and regulations and policies in effect as of the effective date of this Agreement, and as subsequently modified or adopted. EMPLOYEE shall attend such meetings and make such written and oral reports and recommendations as the Mayor and Board and/or Chief Operating Officer may request. EMPLOYEE shall devote at least 40 (forty) hours per week to the duties of Chief of Police in addition to the time required for attendance at Village Board meetings, Committee meetings and other community activities. EMPLOYEE understands that the position of Chief of Police is an exempt position as defined by the Fair Labor Standards Act. EMPLOYEE shall report directly to and follow such directions as the Chief Operating Officer shall provide. She shall maintain regular office hours as may from time to time be approved by the Chief Operating Officer.

SECTION II: TERM This Agreement shall commence as of May 1, 2013 and shall be subject to the provisions provided herein.

SECTION III: TERMINATION AND SEVERANCE PAY:

A. The Village shall have the absolute right to terminate the services of EMPLOYEE, with or without cause, at any time and for any reason whatsoever, and without any due process hearing that might be required by law or otherwise, subject only to paragraph B. of this Section III. EMPLOYEE expressly waives the right to a due process hearing with respect to any termination or other disciplinary action, whether required by law or provided for in the Rules and Regulations of the Police Department.

B. If EMPLOYEE is terminated without cause, VILLAGE will pay EMPLOYEE as severance pay within thirty (30) days of termination, a lump cash payment equal to 3 months of EMPLOYEE'S annual salary at the time of termination, less required deductions. In addition, the VILLAGE agrees to maintain, in full force and effect and to the extent permitted by law, all health and life insurance benefits identified in Section VI for a period of 3 months from and after the date of termination, or until EMPLOYEE has obtained new employment, whichever is less. As a precondition of the above obligation, EMPLOYEE must execute a general release of claims against the VILLAGE, its trustees, officers, employees and insurers. The form of release will be prepared by the VILLAGE and will exclude the waiver of claims for accrued and fully vested employee benefits and unemployment and workers' compensation benefits. No severance pay or other benefits will be provided if EMPLOYEE's termination is for cause. For purposes of this Agreement, cause means EMPLOYEE's (i) conviction of, or plea of guilty to, a felony, (ii) act or omission constituting malfeasance, misappropriation of assets, or unlawful conduct in the performance of her duties or (iii) violation of any VILLAGE ordinance, resolution, rule and regulation or policy.

The provisions of this subparagraph B will be honored by the VILLAGE if EMPLOYEE resigns from VILLAGE service for one of the following reasons:

- (1) If the VILLAGE reduces the salary of EMPLOYEE by a greater percentage than that applicable across the board for all VILLAGE employees;
- (2) After written demand is made by EMPLOYEE, the VILLAGE refuses to comply with any of the terms of this Agreement; or,
- (3) EMPLOYEE resigns following request for resignation in lieu of termination by the Mayor and Board of Trustees.

C. EMPLOYEE has the right to voluntarily resign at any time from her position with the VILLAGE upon ninety (90) days prior written notice, or such other time period as the parties may mutually agree. Further, EMPLOYEE shall not be entitled to the severance pay or other benefits set forth in subparagraph B above, unless the reason is for one stated in that subparagraph.

D. It is expressly understood and agreed that the EMPLOYEE holds the subsisting rank of Sergeant in the Police Department of the VILLAGE, and, pursuant to law, is considered to be on furlough from said rank. Should EMPLOYEE resign or be terminated as Chief of Police prior to attaining eligibility to retire on pension, she shall revert to and be established in said rank. It is further expressly understood and agreed that the EMPLOYEE shall not be subject to the jurisdiction of the Board of Fire and Police Commissioners of the VILLAGE for so long as she is employed as the Chief of Police. Notwithstanding the foregoing, the VILLAGE shall not be obligated to pay the severance pay or benefits provided herein if EMPLOYEE is in breach of this Agreement or if the EMPLOYEE, upon termination or resignation of Chief of Police, determines to retain her subsisting rank of Sergeant.

SECTION IV: SALARY: The VILLAGE agrees to pay EMPLOYEE for her services rendered pursuant to this Agreement at the annualized base salary rate of \$107,000 payable in equal installments on the same pay dates on which other employees of the VILLAGE are paid. EMPLOYEE'S compensation shall be reviewed annually. The VILLAGE agrees to increase said base salary and/or other benefits of EMPLOYEE in such amount and to such extent as the Mayor and Board of Trustees may determine in their sole and exclusive discretion.

SECTION V: EXTENT OF SERVICES-OUTSIDE ACTIVITIES: EMPLOYEE shall devote her entire time, attention and energies to the VILLAGE'S business and shall not engage in any other business, teaching or consulting activity whether or not such activity is pursued for gain, profit or other pecuniary advantage, without the express prior written approval of the Chief Operating Officer.

SECTION VI: EMPLOYEE BENEFITS

A. AUTOMOBILE: EMPLOYEE'S duties (including being on-call at all times) require that she shall have the exclusive use at all time during her employment within the VILLAGE of an automobile which shall be provided her by the VILLAGE. EMPLOYEE must maintain a valid drivers' license. EMPLOYEE understands that the VILLAGE vehicle is to be driven

only by EMPLOYEE. The automobile shall be used for VILLAGE related business only, except for personal use within the State of Illinois and a seventy-five (75) mile radius outside of Illinois. The particular vehicle to be made available to the EMPLOYEE shall be within the discretion of the Chief Operating Officer. The Village shall be responsible for paying for liability, property damage and comprehensive insurance, as well as for the purchase, operation, maintenance, repair and regular replacement of said automobile.

B. CELLULAR PHONE: EMPLOYEE shall have the use of a cellular telephone, which shall be provided to her by the VILLAGE. The particular make or type to be made available to EMPLOYEE shall be within the discretion of the VILLAGE. The VILLAGE shall pay all costs of obtaining the telephone and shall pay all monthly service charges, to the extent such charges relate to VILLAGE business.

C. VACATION. EMPLOYEE shall be entitled to twenty (20) days of vacation per year. Customary holidays given to all VILLAGE employees shall not be counted against EMPLOYEE'S paid time off. Vacation days accumulated by EMPLOYEE shall not be allowed to exceed ten (10) days. If EMPLOYEE resigns, or is terminated, EMPLOYEE shall be compensated for vacation leave earned but unused.

D. SICK LEAVE. EMPLOYEE shall be credited with twelve (12) days of sick leave per year. Sick leave may be accumulated. EMPLOYEE shall not be compensated for earned but unused sick leave upon resignation or termination.

E. MEDICAL BENEFITS: EMPLOYEE is eligible for the health, vision, dental and life insurance benefits currently provided. Said benefits will be provided with respect to EMPLOYEE on the same basis as other employees. EMPLOYEE may obtain such health insurance coverage his/for her dependents, at EMPLOYEE expense, in the same manner as other VILLAGE employees.

F. UNIFORM ALLOWANCE. The VILLAGE shall furnish to EMPLOYEE at VILLAGE expense, the customary uniform(s) and equipment supplied to a VILLAGE police officer at

the time of appointment. Thereafter, EMPLOYEE shall be allowed a yearly uniform allowance of not to exceed Two Hundred Fifty and no/100ths Dollars (\$250.00) to maintain said uniform(s).

G. EMPLOYEE'S EXPENSES. The VILLAGE shall annually appropriate and budget an amount of money for the purpose of defraying customary non-personal job-related expenses which shall, in each case, be substantiated by duly executed expense vouchers and subject to the approval of the Chief Operating Officer. Such job-related expenses shall be deemed to include professional association memberships for (a) International Associations of Chiefs of Police (IACP), (b) Illinois Association of Chiefs of Police (ILACP), (c) Lake County Chiefs of Police Association (LCCPA). In addition, the Village shall annually appropriate an amount sufficient for registration, lodging, travel and meals for: (a) one state-wide conference (ILACP), (b) on regional conference (LCCPA), (c) one management training seminar and (d) one professional (law enforcement) training seminar.

SECTION VII: PERFORMANCE EVALUATION: The Chief Operating Officer shall review and evaluate the performance of EMPLOYEE at least once annually.

ARTICLE VIII: RESIDENCY: It is hereby acknowledged that EMPLOYEE currently resides in Lake County, Illinois. The VILLAGE expressly acknowledges that EMPLOYEE's current residence is of such proximity to the VILLAGE that the EMPLOYEE can adequately perform all duties of her office. EMPLOYEE agrees to notify the VILLAGE prior to any change in residency.

ARTICLE IX: GENERAL PROVISIONS:

A. This Agreement sets forth the entire agreement and understanding of the parties and may only be amended, modified or terminated by a written instrument signed by the parties. No waiver or any breach of this Agreement shall be deemed a waiver of any subsequent or other breach.

B. EMPLOYEE acknowledges that the services to be rendered by her are unique and personal. Accordingly, EMPLOYEE may not assign any of her rights or delegate any of her duties

or obligations under this Agreement. This Agreement shall be binding upon and inure to the benefit of any successor governmental legal entity which may assume and perform the duties of the VILLAGE.

C. The invalidity of any provision of this Agreement shall not impair the validity of any other provision. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable, that provision will be deemed severable and the Agreement may be enforced with that provision severed or as modified by the court.

D. This Agreement shall be interpreted and construed in accordance with the laws of the State of Illinois.

E. All notices hereunder shall be in writing and must be served either personally or by registered or certified mail to:

(1) VILLAGE at:

Chief Operating Officer  
VILLAGE OF HAWTHORN WOODS  
2 Lagoon Drive  
Hawthorn Woods, Illinois 60047

(2) EMPLOYEE at:

Jennifer Paulus  
2 Lagoon Drive  
Hawthorn Woods, Illinois 60047

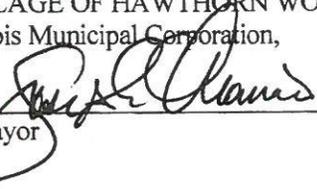
(3) To such other person or place which either party hereto, by its prior written notice, shall designate for notice to it from the other party hereto.

F. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be and shall constitute one and the same instrument.

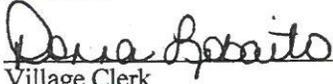
G. EMPLOYEE acknowledges that she has had the opportunity to review the terms of this Agreement with an attorney of her own choosing prior to the execution of this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the date first above written.

VILLAGE OF HAWTHORN WOODS, an  
Illinois Municipal Corporation,

By:   
Mayor

ATTEST:

  
Village Clerk

  
Employee