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June 30, 2014

Honorable Edward Ritter
Village President
Village of Carpentersville
1200 L.W. Besinger Drive
Carpentersville, IL 60110

Dear President Ritter:

You asked that I conduct an independent investigation into various events, allegations and information raised by Linda Mogren, as outlined in a letter from her attorney, Michael Coghlan, dated April 28, 2014. That letter appears to be in response to an investigation that was undertaken by Marc Huber at the direction of Village Manager Rooney relating to an incident that occurred in the Village Manager's office at or about 5:15 p.m. on March 27, 2014 involving Linda Mogren and witnessed by Mark Rooney and Kevin Goethals. In that April 28th response, Linda Mogren's attorney raised a number of allegations as to Linda Mogren's employment and discipline and the reason that Mark Rooney was taking this action against Linda Mogren.

As you know, I have attempted on numerous occasions to set up a meeting with Ms. Mogren to investigate the content of the April 28, 2014 letter and the allegations set forth therein. First, I contacted Ms. Mogren in the morning of May 1st in an effort to set up a meeting with her on that day. Ms. Mogren indicated that she would be willing to speak with me and would call me to set up a meeting to speak with her and go through her allegations against Village Manager Rooney. Ms. Mogren and I spoke later that day, and she said that she would not be available to meet with me on that day. She reiterated that she did want to speak with me "very soon" and would call me to arrange a time and place.

Not hearing back from her, on May 5, 2014, I again attempted to set up a meeting with Linda Mogren and emailed her at the Village Hall asking her to provide me some times and dates to meet with me that week at the Village Hall or elsewhere. I did not hear from her again. I was subsequently informed that Ms. Mogren would be on vacation for several weeks and that she would not have access to her Village email account and as such, I then contacted her at her home on May 7, 2014 in an effort to set up a meeting with her. During that discussion, Ms. Mogren informed me that she had entered into a severance agreement with the Village and that she believed that the terms of the severance agreement prevent her from discussing this matter openly and honestly with me. She said that she would need a "release and waiver" from the Village President that allows her to talk with me before she would be willing to do so. I explained to her that it would be difficult for me to conduct a thorough investigation if the person that made the allegations (her) refused to speak to me about them. I suggested that I would attempt to put together a release and waiver and obtain the Village President's signature, and she agreed that she would meet with me in our Orland Park office. The next day, I received an email

from Ms. Mogren wherein she insisted on receiving a written release from not only the Village President but also one from Village Manager Rooney in his individual capacity, which release provides for full defense and indemnification. As it was unclear to me what exactly she wanted in terms of a release, and to prevent any misunderstanding on the issue, I asked her to provide me with whatever documents she wanted signed. I reiterated that I was anxious to speak with her as soon as possible and that it was in my view the best place to start in terms of the sequence of the interviews. I also asked her for a list of other people who have knowledge of the allegations in her letter. Later that morning, Linda Mogren's attorney, Michael Coghlan, was informed in writing by the Village's labor and employment attorney, Benjamin Gehrt, that the Village is committed to a full and fair investigation and that Linda could speak with me and that communication would not be construed by any of the released parties as any sort of violation of the severance agreement. There was a number of additional communications between the attorneys over the course of the following week but the gist of where we ended up with respect to Linda Mogren's willingness to participate in the investigation is as follows:

1. Michael Coghlan has represented to me that he is the attorney for Linda Mogren.
2. On behalf of Linda Mogren, Michael Coghlan has informed me that Linda Mogren will not meet with me or provide me with any information.
3. Linda Mogren is willing to provide "full information" to a different person she believes is an "independent investigator" provided that the Village and Mark Rooney also first sign the Release that Michael Coghlan has sent to attorney Benjamin Gehrt.
4. Attorney Benjamin Gehrt has informed Michael Coghlan that the Village of Carpentersville does not agree to sign his proposed Release and has also informed Michael Coghlan in writing that the Village and released parties would not construe Linda's cooperation with my investigation to be any sort of violation of the terms of Linda Mogren's severance agreement.
5. A prerequisite to the Village receiving Linda's cooperation in the investigation and "full information" is the following:
 - a. The Village and Mark Rooney in his individual capacity will first need to sign the release; and
 - b. The Village will need to appoint a different "independent investigator."

I did explain to both Ms. Mogren (numerous times) and her attorney that I was hired by the Village through the Village President to conduct a complete, honest and independent investigation and that it was my intent to be thorough, fair and unbiased in that investigation. I also forewarned Ms. Mogren that the lack of her cooperation would hinder my ability to conduct the investigation into her allegations. In addition, it is worth noting here that in connection with the investigation, I was given the opportunity to review all relevant documents and interview all pertinent witnesses. No one from the Village limited the scope of my investigation in any way or otherwise provided me with any directions regarding the investigation or my findings.

Without being able to speak with her about the details of the allegations set forth in the April 28, 2014 correspondence, I can only surmise that Ms. Mogren's primary concern when the letter was sent, was with her then employment status with the Village and the internal investigation that Marc Huber was conducting surrounding the events of March 27, 2014 involving Village Manager Rooney and Linda Mogren and witnessed by Kevin Goethals. The March 27, 2014 incident was investigated by Mr. Huber, and he detailed his findings, conclusions, decisions and recommendations in a May 2, 2014 memorandum to Village Manager Rooney. In the Huber memorandum, a copy of which is attached as Exhibit A¹, Mr. Huber finds that:

- a. On March 27, 2014, Ms. Mogren engaged in an act of insubordination and profane, disrespectful, and unprofessional conduct when she yelled at Village Manager, Mark Rooney, and told him "fuck you" multiple times.
- b. Both Mark Rooney and Kevin Goethals were witnesses to Ms. Mogren's misconduct and act of insubordination.
- c. Ms. Mogren was uncooperative and evasive during the course of Mr. Huber's investigation into her act of misconduct.
- d. When questioned about the incident that occurred on March 27, 2014, Ms. Mogren showed no remorse for her conduct.

Mr. Rooney subsequently concluded that Ms. Mogren also engaged in acts of misconduct, non-cooperation, falsifying records and/or providing falsified statements during the course of or revealed by that investigation.

The March 27, 2014 incident and the Huber investigation and recommendation, and the actions taken by Ms. Mogren during the course of that investigation or revealed by the investigation led to a decision by Village Manager Rooney to offer Linda Mogren a last chance agreement in lieu of termination which would allow Ms. Mogren to remain a Village employee provided, however, that any future violation with respect to her honesty and/or insubordination would result in the immediate termination of her employment. The agreement, a copy of which is attached hereto as Exhibit B², was fairly structured so that Village President Ritter, as opposed to Village Manager Rooney, would be the decision maker as to any future violation. Thus, it was ultimately Linda Mogren's own personal decision to resign her position with the Village, and she elected to enter into a "Severance Agreement and Release" which effectively ends her employment with the Village of Carpentersville on July 1, 2014 (with her unused vacation time to be used after May 2, 2014). It appears that Linda Mogren had decided to pursue an

¹ I received this document from the Village's labor and employment attorneys as it is my understanding that this record has been expunged from the Village's files.

² I received this document from the Village's labor and employment attorneys as it is my understanding that this record has been expunged from the Village's files.

employment position with another community and was, in fact, given a favorable reference from Mark Rooney as part of the severance agreement.³ That severance agreement resolves any and all outstanding issues with regard to her personal employment with the Village of Carpentersville, including but not limited to all of her potential claims relating to the allegations set forth in the April 28, 2014 letter.

Given that Ms. Mogren has refused to speak with me regarding the allegations in the April 28, 2014 letter, or to provide me with the names of any persons who may have information regarding those allegations, and the fact that Mr. Huber also found her to be uncooperative in his investigation, suggests that an inference may be drawn against the veracity of some of those allegations or at a minimum an indication of a deficiency in the reasoning behind her stated positions. One employee who worked closely with both Mark Rooney and Linda Mogren and witnessed their interactions together described the content of the letter as “nonsense” and said that Ms. Mogren never mentioned anything about being harassed or feeling harassed in any way at any time nor did he have any reason to believe that Ms. Mogren took offense to Manager Rooney’s management style. Another employee who also worked closely with the two together said that in his opinion, Village Manager Rooney’s interactions with Linda Mogren were of a professional level and that he did not witness or observe any inappropriate gender related comments or mistreatment directed at her. His view is that the relationship between Mark Rooney and Linda Mogren was a good working relationship, and he never saw any mistreatment of her.

Despite the unwillingness of Linda Mogren to make herself available, President Ritter asked that I proceed with the investigation to the extent possible without her cooperation and assistance. Toward that end, our firm interviewed ten employees⁴, and in addition to the April 28, 2014 letter, we reviewed over one thousand documents, including Village policies and various personnel files that were provided to me by employees and attorneys of the Village.

The gist of the specific allegations set forth in the April 28th letter are as follows:

1. That Mark Rooney was angry with Linda Mogren and retaliated against her because she told Mark Rooney during a February 5, 2014 telephone conversation that he should not be referring to a female employee as a “manipulative cute blond” and that it was evidence of gender discrimination for him to do so.

1. I conclude that this allegation is not sustained. When I spoke to Mark Rooney, he explained that the discussion he had with Linda Mogren on the morning of February 5, 2014 was centered around issues relating to general labor related matters including the issue of allowing a

³ Mr. Rooney also noted that Ms. Mogren had initially decided last summer to leave the Village to go to work for a friend in an HR position for the DeKalb County Health Department and then wanted to rescind her resignation and to stay with the Village in part because she said she liked working with Mr. Rooney and told him effectively that although he was demanding she enjoyed his non-bureaucratic leadership style and novel and non-traditional approach to solving problems and issues. Mr. Rooney allowed her to rescind that resignation.

⁴ I have not provided the names of the persons we interviewed because they are all current employees of the Village and have requested that the Village keep their interviews confidential.

firefighter to go onto light duty and other issues relating to the firefighters union. Any tangential reference with respect to the female employee was peripheral in nature and was simply meant to convey the fact that the Village Manager is of the opinion that she was being paid well above any other employees in similar jobs in other municipalities and that she may have manipulated her situation within her department and with the union to get preferential treatment in the past. Her salary has been part of previous discussions involving labor negotiations, and it was not an issue that had recently come to light. Mr. Rooney also conveyed that during this February 5, 2014 communication, Ms. Mogren was troubled by the fact that the Village Manager was not agreeing with her opinions regarding certain employment issues (including the "light duty" issue) and made demeaning comments about his military service and the fact that she was not a veteran and so, of course, her judgment regarding personnel could never measure up. She later apologized and never raised the issue regarding the previously referenced female employee again. None of the other persons we interviewed had any firsthand knowledge of the discussion between Mark Rooney and Linda Mogren on the morning of February 5, 2014. One employee believes that Linda Mogren was wrongly accused of approving light duty for the firefighter in retaliation for the February 5th communication that Linda Mogren had with Mr. Rooney; but that belief is based strictly on hearsay and conjecture. This same employee also confirmed that Mr. Rooney had previously expressed displeasure that the previously referenced female employee was overpaid in her job. The previously mentioned female employee's Department Head was also concerned that she may be getting preferential treatment and as a result, made some changes within the Department. The Department Head confirmed that any reference to a "manipulative cute blond" type comment made by Mr. Rooney did not in any way have any sexual overtones, was not of a sexual nature or reflect gender animus in any way but rather was meant to simply address the fact that she was getting preferential treatment. Two employees confirmed that when Ms. Mogren heard the "manipulative cute blond" type comments in the past, she did not raise any issues or make any comments about it or react in a negative way to the comments. There is no indication that such a comment was ever made to or in the presence of the female employee or that any behavior or conduct toward this employee could reasonably be interpreted as prohibited discrimination or harassment under the Village's Discrimination, Harassment and Sexual Harassment Policy. Her Department Head confirmed that he knows of no gender discrimination with respect to his staff including this employee.

2. That day and the next day, February 6th, Mark Rooney remained angry with Linda Mogren over the "cute blond" conversation. At 5:16 a.m. on February 6th, about four hours before the start of the work day, Mark Rooney wrote a false, retaliating email to Linda Mogren disciplining her under false pretenses. In the email, Mark Rooney falsely accused Linda of either failing to advise the Director of Public Safety to seek approval from Mark Rooney before said Director placed one of his firefighter employees on light duty or of herself making the decision to allow the employee light duty.

2. I have concluded that this allegation is not sustained. It is true that Mr. Rooney sent an initial email to Linda Mogren at 5:16 a.m. the following day (February 6th) expressing his frustration with the Deputy Fire Chief (a male) and with Linda Mogren, the Human Resource Director, and expressing his concern about the Human Resource Director either failing to advise

the Director of Public Safety to seek approval from Mr. Rooney before said Director placed one of his firefighter employees on light duty or herself making the decision to allow the employee light duty. As noted, however, Mr. Rooney had previously made it clear in prior conversations with Ms. Mogren that he did not approve of the light duty. When it became evident that there may have been an apparent misunderstanding of Ms. Mogren's direct involvement in the actual decision to place the firefighter on light duty, Mr. Rooney and Ms. Mogren discussed it and subsequently Mr. Rooney sent an email to her on February 11, 2014. Mr. Rooney started off the February 11, 2014 email by explaining that he sent the February 6, 2014 email to Ms. Mogren "because I highly value your work" and apologized for having sent the February 6, 2014 email without discussing it with her first. "I always trust that you will immediately call these types of issues to my attention when you become aware of them. I still feel that you did not meet that expectation." Ms. Mogren responded in a February 13, 2014 email stating in part that: "I was neither aware nor could I have anticipated that the Village's experienced, respected and trusted Director of Public Safety would act against your direction by approving light duty for the firefighter without first discussing it with you and obtaining your consent. I did not make the light-duty decision, and I could not bring to your attention an action of which I was unaware." At least two other employees, however, independently verified that Ms. Mogren did know about it and was, in fact, aware that the Director of Public Safety was considering putting the firefighter on light duty before the February 6th email was sent out. Mr. Rooney also noted that this was not the first time that Ms. Mogren had been disciplined for her personnel decisions and actions concerning a firefighter. In that prior case, Ms. Mogren's action was also contrary to the direction of the Village Manager, and she received a written reprimand for it and for her disrespectful and unprofessional behavior toward him and in front of another coworker. Mr. Rooney also explained that there had been times in the past when Ms. Mogren had been less than completely forthright on issues where she does not agree with the Village Manager's position on certain personnel decisions and that she was fully aware of his intolerance of lying by omission.

3. That Mark Rooney's February 6th allegation was false, retaliatory and made in anger, and no discipline was written to the male Director of Public Safety who actually made the light-duty decision.

3. I have concluded that this allegation is not sustained. Although the Director of Public Safety confirmed that ultimately it was his decision alone to put the firefighter on light duty; for the reasons stated above, there is no credible evidence that has been provided to me that the February 6, 2014, email that was sent by Mr. Rooney was false or retaliatory. In fact, it appears that quite the opposite is true, and that Ms. Mogren knew that the Director of Public Safety was considering putting the firefighter on light duty before the February 6, 2014 memo was sent to her, and the Human Resources Director did not at any time attempt to inform the Village Manager about that even though she knew that the union contract did not provide for light duty for firefighters and that Mr. Rooney on more than one occasion had made it clear to her and others that he was opposed to it. Perhaps the email could have been sent in anger or more likely frustration as the Village Manager had previously told Linda Mogren that light duty for firefighters was not something that was acceptable to him and yet, it was approved without his knowledge or consent. As noted above, other employees have verified that the Director of Human Resources knew that light duty was being considered by the Director of Public Safety

and yet she said nothing to Mr. Rooney about it. Being annoyed with his Human Resources Director for not making him aware of an issue of this importance to him, of which she was aware and which he views was a key part of her job, is not a violation of Village policy, and this was not the first time the Village Manager felt deceived regarding Ms. Mogren's action as it relates to the employment of firefighters. To the extent that Mr. Rooney questioned Ms. Mogren's credibility on this issue, and her willingness to follow his direction and keep him informed of personnel matters and to do her job, those questions appear to be legitimate and well founded. Furthermore, one employee said that Linda Mogren told her that after Linda and Mark talked about it later that day, that he was not upset with her about the issue anymore and that it was her belief that they had come to some mutual understanding. Mr. Rooney explained that the reason that he did not give the Director of Public Safety a written reprimand was because he had never been reprimanded in the past for a similar incident and as such, the Village Manager was of the opinion that the verbal reprimand which he did give him, was sufficient.

4. That Linda Mogren's procedural due process rights were violated with respect to the Huber investigation.

4. The due process issues surrounding the Huber investigation have been previously addressed by the Village's labor and employment attorneys. To the extent that Ms. Mogren has claimed that the investigation into the March 27th incident was not fair or impartial and any other complaints and claims that Linda Mogren had about her specific employment with the Village of Carpentersville and the March 27th incident have now been settled and released pursuant to the Release and Settlement Agreement signed by Ms. Mogren and as such, those issues are moot.

5. That Mark Rooney has a pattern of replacing women senior staff over 40 years old with males which shows a pattern of gender bias, and he is trying to force a female over 40 years old, Linda Mogren, to leave the Village after 15 years of exemplary service.

5. I have concluded that this allegation is not sustained. In the April 28th letter, Linda Mogren named four female employees as examples of Mr. Rooney's pattern of replacing women senior staff over 40 years old with males. A number of other employees also point to the fact that these women have left the Village and suggest too that it may be an example of gender discrimination (although at least one female admitted that she was just speculating, and she never heard him say that he had an issue with working with women). None of these other employees, however, were aware of the details relating to the reasons the Village Manager took the steps he did with respect to the four named employees, and their opinions are simply based on supposition. Mr. Rooney explained that as the Human Resource Director, Linda Mogren not only was actively involved in advising and guiding the Village Manager and the Village Board in these employment decisions, but was the one advocating for a number of the outcomes for these female employees. Without getting into the details of each of these particular employees,⁵ I found Mr. Rooney's explanation for the justification for these employment decisions to be

⁵ It should be noted, however, that one of these employees voluntarily retired from the Village on disability and another one filed an EEOC complaint which was dismissed by the US Equal Employment Opportunity Commission.

credible. It appears that in addition to consulting with Ms. Mogren, he and/or Ms. Mogren consulted with the Village's attorneys and the Village Board with respect to each of these employment decisions. I would also note that there were a number of male employees who were also terminated and/or resigned during Mr. Rooney's tenure as Village Manager. As such, I cannot conclude that the employment decisions involving these four employees constitute a violation of the Village's policies or was based on their gender or age. As to the allegations that Mr. Rooney was trying to force Linda Mogren a female over 40 years old to leave the Village after 15 years of exemplary service, as noted above, it was Mr. Rooney who offered Ms. Mogren the opportunity to continue working with the Village, and it was her decision to resign her position and seek employment outside the Village of Carpentersville. That position is also inconsistent with the action Mr. Rooney took last summer when he allowed Ms. Mogren to rescind her resignation and continue to work for the Village.

6. That Mark Rooney has made a number of threats of physical harm toward Carpentersville employees in the workplace.

6. When Linda Mogren expressed her concerns about work-place safety and after he reviewed the April 28, 2014 letter, the Director of Public Safety, in his capacity as Police Chief, investigated the concerns and concluded that there was no safety concern and he then discussed the matter with Linda Mogren, and Ms. Mogren told him that she was no longer concerned about workplace safety, and he and other employees observed her act consistent with that position. Although a number of employees confirmed the fact that Mr. Rooney would routinely reference his experience in the military and heard a limited number of the comments he has made about the firefighters as outlined in the April 28th letter,⁶ the majority of employees interviewed reiterated the fact that Mr. Rooney has not expressly threatened any employee, and that he would not ever physically harm an employee. I am unaware of any direct threat of violence made by Mr. Rooney to any specific employee. The Police Chief does not view Mr. Rooney as a person with violent tendencies, and he has not heard anyone else express a concern for their safety. He said he would immediately take action if he thought there was a concern. As such, I do not find that there was or is a violation of the Village's workplace Violence Policy based on the evidence I have reviewed to date. I would recommend, however, that Mr. Rooney be instructed to refrain from references to his military experience or at a minimum, temper them so that his remarks are not misconstrued.

7. That Mark Rooney told Linda Mogren that he believed she was gathering evidence to accuse him of gender discrimination and that he demanded that Linda Mogren provide a written promise that she was not doing so.

7. I have concluded that this allegation is not sustained. Mr. Rooney denies this allegation and explained that he had made a written offer to Linda Mogren to undertake an independent investigation into any concerns she had or may have had about the issue of the unequal treatment of women, and Ms. Mogren advised him that in her opinion, such an investigation is unwarranted and that she told him that he misunderstood and that she knew of no

⁶ Others did not hear any of the comments, and Mr. Rooney denies he said most of them.

discrimination or bad conduct on his part. I was unable to discuss this issue (or any of the others) with Linda Mogren because she has refused to speak to me during the course of this investigation and as such, Mr. Rooney's version of these facts remains uncontested, and there is no evidence, that I am aware of, to the contrary.

8. Linda Mogren's actions on March 27th were justified and not inappropriate.

8. A number of other issues that were raised by Linda Mogren in the April 28th letter involved her specific employment situation with the Village and whether there was a legitimate reason for her March 27th "fuck you" comments to Mark Rooney and/or whether she should be disciplined or was wrongfully accused of inappropriate employment behavior. As noted above, a separate investigation by Marc Huber was conducted and concluded and as such, her conduct at that meeting and whether or not she should have been disciplined for it is not the subject of this investigation, and in any event, have been rendered moot by her resignation and as such, I express no opinion regarding the same.

9. Mark Rooney coerced a personal relationship with Linda Mogren.

9. I have concluded that this allegation is not sustained. Mark Rooney denies that he coerced a personal relationship with Linda Mogren and stated that all discussions with her before and after normal work hours involved or was centered around Village business. I find his statements to be credible and no other employee has suggested, and I have seen no other evidence to infer that he coerced or fostered a personal, social or inappropriate relationship with Linda Mogren.

10. Village Manager Rooney practices a style of "management by crisis" that is corrosive and undermines the ability, even willingness, of capable employees to perform their jobs because they fear his irrational, unpredictable, and frequently hostile and threatening responses to their professional and reasonable actions. Manager Rooney prefers to work in an atmosphere of fear, hostility, unpredictability, intimidation, and manipulation that makes employees less effective in their jobs, especially if doing their jobs might require disagreeing with the manager. He motivates employees through fear rather than effective leadership.

10. There is no question that Mr. Rooney is a demanding manager who sets high standards and expectations for those who work for him and insists upon loyalty from his subordinates. It is also true that he can at times be perceived by some employees as aggressive, moody, quick tempered, overly direct and even intimidating and insensitive. He at times shouts, threatens (although some employees say that he does not expressly threaten anyone and others have never seen him engage in threatening or unprofessional comments) and sometimes he uses crude and offensive language (as do other employees) in the workplace. Some employees (both men and women) believe that they have been the subject of unwarranted or invalid criticism and/or treatment and clearly he has, at times, made some of the employees of both sexes feel anxious, frustrated and angry. Others (including female employees) say they have never been

threatened or mistreated by him. Some of the employees have suggested that he may hold women to a different standard than men or treat them differently. In that regard, I have heard similar comments expressed to me that were also set forth in a general and conclusory way in the EEOC Complaint that was filed by one female employee in 2011. Mr. Rooney's position then, as it is now, is that he categorically denies that any of his employment actions or decisions were or are based on gender or age discrimination, and he has repeatedly stated that his actions are always guided by what he believes is in the best interest of the Village of Carpentersville. The United States Equal Employment Opportunity Commission investigated the allegations of unequal treatment and was unable to conclude that the information obtained establishes violations of any statutes or laws enforced by the Equal Employment Opportunity Commission. I too am unable to conclude that the information obtained during the course of this investigation establishes, as a matter of law, violations of the Village policies or any federal or state statutes. While working for a demanding boss can be challenging for certain employees, and even if some of the employees do not agree with his management style and philosophy, I cannot affirmatively conclude that Mr. Rooney has discriminated, harassed or subjected Linda Mogren or any other employee to a hostile work environment based on gender or age in violation of Title VII of the Civil Rights Act of 1964, the Illinois Human Rights Act, the Age Discrimination in Employment Act of 1967 or any Village policy. Finally, I find it telling that under the Village's Discrimination, Harassment and Sexual Harassment Policy, employees are encouraged and expected to come forward promptly and immediately report any problems pursuant to that policy before the alleged offending behavior becomes severe or pervasive, and I have verified with the Human Resources Department that no such complaints have been made even though the Village does not tolerate retaliation against employees based on harassment complaints that are raised in good faith. As such, this investigation is concluded.⁷

Very truly yours,

KLEIN, THORPE AND JENKINS, LTD.



Dennis G. Walsh

⁷ Out of fairness, it should also be noted that Mr. Rooney suggested that there are a number of individuals who would verify that he does not create a hostile work environment and gave me a list of eight people to interview that he said would support that position. However, given that I have found no violations of state or federal law or the Village's policies, and the fact that some employees I interviewed had already said that they have never been threatened or mistreated by him, or have a problem with his management style, it did not appear to be a good use of the Village's resources to extend this investigation further in an effort to further conclude that no violations have occurred.



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May 2, 2014

Memorandum For: I. Mark Rooney, Village Manager

From: Marc P. Hutler, Community Development Director

SUBJECT: MARCH 27, 2014 INCIDENT INVESTIGATION

As assigned by you in your memorandum to me dated April 2, 2014, I reviewed the facts surrounding the events of March 27, 2014, where you were a witness to an incident between you, Linda Mogren and Kevin Goethals. This memorandum details my factual findings, conclusions, decisions, and recommendations regarding the circumstances surrounding the event and my investigation.

During the investigation, I interviewed Mr. Rooney, Mr. Goethals, Ms. Mogren, and Mr. Joe Wade. I also reviewed various documents, including a Memo from Mr. Goethals to Mr. Rooney dated March 28, 2014; a letter from Ms. Mogren's attorney, Michael P. Coghlan, dated April 28, 2014, emails from Ms. Mogren dated May 1, 2014, and a Written Reprimand from Mr. Rooney to Ms. Mogren dated August 20, 2012. During the course of my investigation, no one from the Village gave me any directives regarding the investigation, my findings, or my conclusions. I consulted with the Village's legal counsel to ensure my processes, procedures and conclusions were consistent with statutes and accepted standards.

Based on the results of my investigation, I have determined that on March 27, 2014, Linda Mogren and Mark Rooney were in Mr. Rooney's office discussing files that were on his computer. While Mr. Rooney and Ms. Mogren were meeting, they contacted Kevin Goethals by telephone to discuss certain files of Ms. Mogren's that she claimed were accessed from Mr. Rooney's computer. During the discussion about these files, Ms. Mogren began yelling at Mr. Rooney, her direct supervisor. She also directed profanity at Mr. Rooney, stating "Fuck You" at least 4-5 times. Mr. Rooney did not raise his voice or direct profanity at Ms. Mogren at any time during this incident. I concluded that Ms. Mogren yelling and directing profanity towards Mr. Rooney was unprofessional and disrespectful.

This is not the first time Ms. Mogren has engaged in disrespectful and unprofessional conduct towards Mr. Rooney. The information I obtained during the investigation revealed that Mr. Rooney counseled Ms. Mogren and issued a written reprimand dated August 20, 2012 to Ms. Mogren, after she raised her voice and used a tone of voice that he deemed "disrespectful, unprofessional, and unacceptable." In that reprimand, Mr. Rooney noted that the incident was the third occasion that she had been disrespectful towards him and his authority as her supervisor. He explained that if Ms. Mogren continued to engage in disrespectful and unprofessional behavior, further disciplinary action would result, "up to and including

Exhibit A

dismissal." Mr. Wade was in the August 2012 meeting that led up to this written reprimand and he stated to me that Ms. Mogren raised her voice in that meeting and Mr. Rooney did not. Although Ms. Mogren stated that there was no written reprimand provided to her regarding the incident which occurred in August 2012, Mr. Rooney stated that he provided it to her and Mr. Wade stated that he believed the reprimand was forwarded to Ms. Mogren. Ms. Mogren stated to me that she had not been previously counseled regarding her communications towards Mark, with the exception of a February 2014 counseling that was not related to this investigation.

Although I believe that the facts are generally undisputed and straightforward regarding the March 27, 2012 incident, it is important to note that on several instances during the investigation, Ms. Mogren provided evasive responses to my questions and attempted to justify her conduct towards Mr. Rooney by stating that Mr. Rooney's actions were the reason she behaved as she did. She referred to an incident that occurred in February 2014 regarding a female police department employee that was the reason for her behavior in the March 27, 2014 meeting, however, that incident, which Ms. Mogren informed me would be investigated by the Village, does not excuse her actions. Both Mr. Rooney and Mr. Goethals stated the February 2014 incident with the female employee was not discussed on March 27, 2014. In addition, Ms. Mogren also failed to directly answer my direct yes or no questions during my interview of Ms. Mogren as part of this investigation. For example, she did not answer the direct question "did you swear at Mark?" Instead, Ms. Mogren responded that "I was trying to reach him." Although I asked her the question a couple of times and reiterated that it was a yes or no question, she evaded the question on each occasion, refusing to answer directly.

Before interviewing Ms. Mogren, I was provided a letter from her attorney, Mr. Michael P. Coghlan, which included a number of allegations regarding Mr. Rooney's behavior in other circumstances. That letter also claimed that the March 27, 2014 incident stemmed from a February 5, 2014 conversation between Mr. Rooney and Ms. Mogren. The allegations against Mr. Rooney are beyond the scope of this investigation, however, it is my understanding from Ms. Mogren that there will be an independent investigation of those issues covered in the letter from Mr. Michael P. Coghlan. Regardless, I do not believe that the allegations Ms. Mogren has made against Mr. Rooney (even if they are ultimately determined to be true) provide a legitimate or sufficient justification for Ms. Mogren to tell Mr. Rooney, her direct supervisor, to "Fuck You" multiple times. Such conduct is simply not acceptable in the workplace. For the same reasons, I do not believe that the incident that occurred on February 5, 2014, is related to or provides a justification for Ms. Mogren's conduct.

During my interview with Ms. Mogren, she also stated that she was using the language that he (Mark) used in an attempt to reach him. However, I have concluded that Mr. Rooney's generalized use of profanity in the workplace is not the same as Ms. Mogren directly telling her supervisor to "Fuck You" and does not justify Ms. Mogren's insubordinate, unprofessional conduct towards Mr. Rooney on March 27, 2014.

As previously stated above, when I asked Ms. Mogren whether she had previously been counseled regarding her communications with Mr. Rooney, she stated that she previously received only one written reprimand from Mr. Rooney, which related to an incident that occurred in February 2014. That incident is not a part of this investigation. Contrary to Ms. Mogren's statement to me, Mr. Rooney forwarded me a copy of a written reprimand he issued to Ms. Mogren on August 20, 2012, that was provided to and

signed by Ms. Mogren. When I spoke with Mr. Wade, he also stated his recollection that Mr. Rooney told him that he provided Ms. Mogren with a written reprimand. The copy of the signed, written reprimand is in direct conflict with Ms. Mogren's statement to me that she did not previously receive a reprimand, with the exception of one that was related to the February 2014 incident. I believe that these facts demonstrate that Ms. Mogren provided false information to me during the investigation. However, because the scope of my authority is limited to making decisions about the March 27, 2014 incident, I assume the Village will address this issue separately.

On April 30, 2014, I sent Ms. Mogren a pre-disciplinary letter providing my tentative facts and conclusions. I explained that I had tentatively concluded that her conduct warranted a suspension. I offered to meet with her on May 1, 2014 to give her the opportunity to respond to my tentative findings of fact and conclusions. Ms. Mogren did not attend the meeting, however, she did provide additional emails which are attached. The information in the emails was reviewed although Ms. Mogren's assertions about Mr. Rooney were not the scope of my investigation.

Based on the information detailed above, I have determined that Ms. Mogren engaged in insubordinate, profane, disrespectful, and unprofessional behavior by yelling at Mr. Rooney and telling him to "Fuck You" multiple times on March 27, 2014. This conduct constitutes insubordination and a violation of Section 10.B.2 of the Personnel Manual. Although I have considered the information that Ms. Mogren and her attorney have provided regarding Mr. Rooney's own conduct, I do not believe that the information justifies or excuses her misconduct. This is particularly true in this case, where the information I obtained during the investigation reveals that Ms. Mogren has been previously counseled and warned about her behavior towards Mr. Rooney. In addition, I note that Ms. Mogren was evasive and uncooperative during my interview with her, has not shown any remorse for her conduct during the March 27, 2014 incident, has not acknowledged that she did anything wrong in connection with the incident, and has not suggested that she would conduct herself differently in the future. Under these circumstances, and with evidence of a written warning provided to Ms. Mogren in August 2012, I recommend that Ms. Mogren receive a five-day suspension for her conduct on March 27, 2014, and that the results of this investigation be placed in her employment file, consistent with the normal procedure provided for in the Village of Carpentersville Personnel Manual.

LAST CHANCE AGREEMENT
BETWEEN LINDA MOGREN & VILLAGE OF CARPENTERSVILLE

The following Agreement is entered into by and between Linda Mogren ("Ms. Mogren") and the Village of Carpentersville, and the Village's elected and appointed officials, employees, agents, representatives, and assigns (collectively, the "Village"). This Agreement represents a resolution of the disciplinary action that would have been taken as a result of the pre-disciplinary notices issued to Ms. Mogren regarding insubordination, non-cooperation, falsified records and/or providing falsified statements in violation of Village rules and regulations. The Village and Ms. Mogren hereby agree as follows:

TERMS OF AGREEMENT

1. The Village agrees to hold any discipline that Ms. Mogren would have received as a result of the pre-disciplinary notice issued by Mark Rooney on and May 1, 2014 in abeyance.
2. The parties agree that with respect to the pre-disciplinary notice issued by Marc Huber on April 30, 2014, Ms. Mogren will serve a one-week suspension, which will be served on consecutive days. The suspension will be an unpaid suspension, but Ms. Mogren may elect to use her accrued vacation time to prevent any loss of income.
3. Ms. Mogren acknowledges that she received discipline in August 2012, as referenced in the pre-disciplinary notice issued on May 1, 2014.
4. The parties agree that Ms. Mogren will remain a Village employee; however, any future violation with respect to her honesty and/or insubordination will result in immediate termination of employment. Similarly, any future act of undermining the Village Manager's authority will result in immediate termination of employment.
5. The parties agree that Village President Ed Ritter, or his successor, will be the decision maker as to any future violation.
6. The parties agree that the Severance Agreement offered to Ms. Mogren on April 23, 2014 is no longer valid.

7. In exchange for the Village's agreement for Ms. Mogren's continued employment, the parties agree as follows:

- a. In consideration for the representations and covenants contained herein, including without limitation the payments required hereunder, MOGREN hereby releases and forever discharges the VILLAGE, its elected and appointed officials, employees, agents, representatives and assigns, individually and in their representative capacity, from any and all rights, demands, actions, causes of actions, damages, complaints, contracts, administrative claims or other claims whatsoever, in law, equity or under administrative procedures, which MOGREN, her heirs, successors, assigns or any other personal representative or legal representative have or may have against the VILLAGE its elected and appointed officials, employees, agents, representative and assigns, individually and in their representative capacity, including all known, unknown, undisclosed and unanticipated claims occurring before and up to the date of this AGREEMENT, and which include but is not limited to, rights and claims which may arise out of, or may in any way, be related to MOGREN's employment with the VILLAGE, her receipt of benefits by virtue of her employment with the VILLAGE, and the termination of that employment and further includes, without limitation: rights and claims under any employment agreement, any and all claims, actions, causes of action or liabilities arising under Title VII of the Civil Rights Act of 1964, as amended; 42 U.S.C. §§ 1981, 1983, 1985, 1988, and all amendments to the foregoing statutes; the Age Discrimination in Employment Act, as amended; the Employee Retirement Income Security Act, as amended; the Rehabilitation Act of 1973, as amended; the Americans with Disabilities Act, as amended; the Family and Medical Leave Act, as amended; the Illinois Human Rights Act, as amended; the Wage Payment and Collection Act, as amended; the Illinois Minimum Wage Law, as amended; the Illinois Public Labor Relations Act, as amended; the Public Employee Disability Act, as amended; the Public Safety Employee Benefits Act, as amended; the municipal code and VILLAGE ordinances, and/or any and all other federal, state, local, or municipal employment discrimination or personnel

statutes, regulations, executive orders and/or ordinances (including, but not limited to) claims, actions, causes of action or liabilities based on race, color, age, sex (including sexual harassment), national origin, ancestry, disability, religion, sexual orientation, off-duty conduct, arrest or conviction record, marital status, parental status, military or veteran status, source of income, genetic background or predisposition, entitlement to benefits, attainment of benefit plan rights, union activities, harassment, retaliation, or any other status or conduct protected by local, state or federal laws, constitutions, regulations, ordinances or executive orders); and/or any and all claims, actions, causes of action or liabilities asserting the VILLAGE has violated its personnel policies, procedures, handbooks, any covenant of good faith and fair dealing, or any express or implied contract of any kind; and/or any and all claims, actions, causes of action or liabilities whatsoever including, but not limited to, claims asserting the VILLAGE has violated public policy, statutory or common law, including claims for: severance pay, wrongful termination, personal injury; invasion of privacy; retaliatory discharge; negligent hiring, retention or supervision; defamation; intentional or negligent infliction of emotional distress and/or mental anguish; intentional interference with contract; negligence; detrimental reliance; loss of consortium to me or any member of my family; promissory estoppel; claims based upon breach of contract; and/or claims, grievances, actions, causes of action or liabilities arising under any other common law; federal, state, or local statute, law, ordinance, or regulation; collective bargaining agreement; or other claim whatsoever arising out of, or relating to, MOGREN's employment with, and/or separation from, employment with the VILLAGE and/or any of the other Releasees; and/or any and all claims, actions, causes of action, or liabilities asserting the VILLAGE is in any way obligated for any reason to pay me damages, expenses, litigation costs (including attorneys' fees), back pay, front pay, disability or other benefits (other than any accrued pension or deferred compensation benefits), compensatory damages, punitive damages, and/or interest.

- b. It is the intent of the parties that by execution of this Agreement they wish to resolve any and all issues that may exist between and among them, so that no

actions, causes of actions, complaints or demands, may be made by Ms. Mogren against the Village, its elected and appointed officials, employees, agents, representatives, and assigns for any known, unknown, undisclosed and unanticipated claims and occurrences up to, and including, the date of the execution of this Agreement, whether such is specifically referenced or not referenced herein or any claims by the Village against Ms. Mogren for any known, unknown, undisclosed, or unanticipated claims, or occurrences up to, and including, the date of the execution of this Agreement whether it is specifically referenced or not referenced herein. This paragraph shall not be interpreted to prohibit enforcement of the terms, conditions, and covenants of this Agreement by Ms. Mogren or the Village.

- c. Excluded from this Mutual Release are any claims or rights which cannot be waived by law, including Ms. Mogren's right to file a charge with an administrative agency or participate in an agency investigation. Ms. Mogren is, however, waiving her right to recover money in connection with any charge or investigation filed by herself or by any other individual or by the Equal Employment Opportunity Commission or any other federal, state or local agency.
8. In consideration of the representations and covenants contained herein, the Village hereby releases and forever discharges Ms. Mogren from any and all rights, demands, actions, causes of actions, damages, complaints, contracts, administrative claims or other claims whatsoever, in law, equity or under administrative procedures, which the Village has or could have asserted against Ms. Mogren and her heirs, successors, assigns or personal or legal representative which occurred on or prior to the date hereof.
9. The parties agree that this last chance agreement shall be admissible as evidence during any arbitration or other legal proceeding concerning Ms. Mogren and the Village.
10. The parties acknowledge that this Agreement has been agreed upon based on the particular circumstances existing in this situation. Therefore, this Agreement shall not be offered, cited, or relied upon in any future proceeding involving any other employee. This Agreement is non-precedential with respect to other employees, now or in the future.

11. Ms. Mogren has read and understood this Agreement and hereby certifies that she is entering into it freely and voluntarily. The parties understand and intend that this Agreement constitutes a legally binding and enforceable agreement.

AGREED:

LINDA MOGREN

VILLAGE OF CARPENTERSVILLE

By: _____

By: _____

Dated: May 1, 2014

Dated: May 1, 2014