

VILLAGE OF LOMBARD  
REQUEST FOR BOARD OF TRUSTEES ACTION  
For Inclusion on Board Agenda

\_\_\_\_\_ Resolution or Ordinance (Blue) \_\_\_\_\_ *Waiver of First Requested*  
\_\_\_\_\_ Recommendations of Boards, Commissions & Committees (Green)  
  X   Other Business (Pink)

TO: PRESIDENT AND BOARD OF TRUSTEES

FROM: William T. Lichter, Village Manager

DATE: June 10, 2004 (B of T) Date: June 17, 2004

TITLE: Temporary "At-Will" Employment Agreement

SUBMITTED BY: Department of Community Development *DCH*

BACKGROUND/POLICY IMPLICATIONS:

The Department of Community Development transmits for your consideration a request for the signature of the Village Manager on a Temporary "At-Will" Employment Agreement with Michelle Kulikowski for the Associate Planner position.

Staff recommends approval of this request.

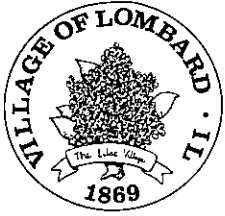
Please place this item on the June 17, 2004 Board of Trustees agenda.

Fiscal Impact/Funding Source:

Review (as necessary):

Village Attorney X \_\_\_\_\_ Date \_\_\_\_\_  
Finance Director X \_\_\_\_\_ Date \_\_\_\_\_  
Village Manager X *W. T. Lichter* \_\_\_\_\_ Date *6/10/04*

NOTE: All materials must be submitted to and approved by the Village Manager's Office by 12:00 noon, Wednesday, prior to the Agenda Distribution.



## MEMORANDUM

**TO:** William T. Lichter, Village Manager

**FROM:** David A. Hulseberg, AICP, Director of Community Development *DAH*

**DATE:** June 10, 2004

**SUBJECT: APPROVAL OF CONTRACT EMPLOYEE**

Attached please find the Temporary "At-Will" Employment Agreement for the Associate Planner position.

Staff has completed our review process of over 160 candidates and have selected Michelle Kulikowski as the recommended candidate to fill the contract position. The contract agreement is proposed for a two-year period, at an annual salary of \$42,500.

Ms. Kulikowski received a Master's Degree in City and Regional Planning from Ohio State University in 2004. She has also successfully completed internships with the City of Columbus, Ohio and the Village of Carol Stream. She comes highly recommended from her previous employers and is quite familiar with planning and development issues. Based upon her education and work experiences, we believe she can meet the demands of the position.

### RECOMMENDATION

Staff is requesting the Board authorize signature of the Village Manager on the Temporary "At-Will" Employment Agreement for Michelle Kulikowski.

## **TEMPORARY "AT WILL" EMPLOYMENT AGREEMENT**

This Temporary "At Will" Employment Agreement ("Agreement") is made this 21<sup>st</sup> day of September, 2000, by and between the VILLAGE OF LOMBARD (hereinafter referred to as the "VILLAGE") and Michelle Kulikowski, (hereinafter referred to as "Kulikowski").

Now, therefore, in consideration of the mutual covenants and consideration set forth herein, the VILLAGE and Kulikowski agree as follows:

### **I. TERM OF EMPLOYMENT**

The VILLAGE hereby employs Kulikowski and Kulikowski hereby accepts employment in the position of Associate Planner as an "at will" temporary appointment commencing upon June 28, 2004 and terminating on June 28, 2006, unless otherwise terminated at an earlier date as provided below. *Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of Kulikowski or the VILLAGE to terminate the services of Kulikowski as Associate Planner at any time.*

### **II. DUTIES AND RESPONSIBILITIES**

A. Kulikowski shall perform all duties and tasks assigned by the VILLAGE to the full satisfaction of the VILLAGE.

B. Kulikowski shall comply with all VILLAGE rules, regulations and policies regarding employees, as well as all specific rules, regulations and policies relating to Associate Planner positions, as they may be changed from time-to-time at the discretion of the VILLAGE.

### **III. SALARY**

A. The VILLAGE shall pay Kulikowski an annual salary of \$42,500.00. Kulikowski understands that, as a Associate Planner, she is an exempt, salaried employee not entitled to overtime pay under the Fair Labor Standards Act.

B. Kulikowski's salary may be adjusted during the term of this Employment Agreement by written agreement of the parties, but in no event shall such adjustment result in a decrease in Kulikowski' salary. Such salary adjustment shall be construed to be an amendment to the salary provision of this Employment Agreement, but shall not otherwise affect the provisions of this Employment Agreement.

### **IV. OTHER EMPLOYEE BENEFITS**

A. Unless otherwise provided herein, Kulikowski shall be entitled to the same employee benefits offered all unrepresented non-supervisory exempt VILLAGE

employees under the same terms and conditions the Village offers said benefits to its employees and as the same may be changed from time-to-time by the Village for such employees. Said benefits are set forth in the Village of Lombard Personnel Manual and include, but are not limited to, vacation pay, sick leave, health insurance, etc.

B. Benefits in addition to or different from those provided unrepresented non-supervisory exempt VILLAGE employees may be added during the term of this Employment Agreement by written agreement of the parties. Such adjustments and additions shall be construed to be an amendment to the benefits provision of the Agreement, but shall not otherwise affect the provisions of this Agreement.

## **V. TERMINATION**

A. This Agreement shall remain in full force and effect from the date it is executed by both parties until it is terminated pursuant to subsection V(B) below.

B. This Agreement and Kulikowski's temporary employment relationship as a Associate Planner with the VILLAGE shall terminate upon any of the following events:

- (1) June 28, 2006, if not sooner terminated;
- (2) By mutual written agreement between Kulikowski and the VILLAGE;
- (3) At the discretion of either Kulikowski or the VILLAGE, at any time, with or without notice or cause; or
- (4) By disability, as certified by a physician appointed by the VILLAGE, which renders Kulikowski unable to perform the essential duties of her position, even with reasonable accommodation; or
- (5) Upon the death or retirement of Kulikowski.

## **VI. EXTENSION OF AGREEMENT**

The VILLAGE may by specific action and with the written consent of Kulikowski extend the termination date of this Agreement.

## **VII. NOTICE**

Any notice required to be given under this Agreement shall be deemed sufficient if it is in writing and sent by certified mail to the residence of Kulikowski (for Kulikowski) or the office of the Village Manager, William T. Lichter, (for the VILLAGE).

**VIII. SAVINGS CLAUSE**

In the event any section or portion of this Agreement shall be held invalid or unenforceable by an agency or court of competent jurisdiction or by reason of any existing or subsequently enacted legislation, such decision or legislation shall apply only to the specific section or portion thereof specifically affected by such decision or legislation and the remaining sections or portions of this Agreement shall remain in full force and effect.

**IX. ENTIRE AGREEMENT**

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

IN WITNESS WHEREOF, the parties have executed this Agreement this 17th day of June, 2004.

MICHELLE KULIKOWSKI

VILLAGE OF LOMBARD

By \_\_\_\_\_  
Michelle Kulikowski,  
Associate Planner

By \_\_\_\_\_  
William T. Lichter, Village Manager