

TEMPORARY "AT WILL" EMPLOYMENT AGREEMENT

This Temporary "At Will" Employment Agreement ("Agreement") is made this _____ day of _____, _____, 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's 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 be 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