

SECOND AMENDMENT TO THE VILLAGE MANAGER EMPLOYMENT AGREEMENT

THIS SECOND AMENDMENT TO THE VILLAGE MANAGER EMPLOYMENT AGREEMENT (hereinafter referred to as the "Second Amendment") is dated as of the 31st day of July, 2023 (hereinafter referred to as the "Effective Date") and is by and between the Village of Oak Park, an Illinois home rule municipal corporation (hereinafter collectively referred to as the "Parties").

RECITALS

WHEREAS, the Parties entered into a Village Manager Employment Agreement dated February 23, 2022 (hereinafter referred to as the "Agreement"); and

WHEREAS, the Parties entered into a First Amendment to the Agreement dated March 11, 2022; and

WHEREAS, the Parties seek to further amend the Agreement pursuant to this Second Amendment.

NOW, THEREFORE, in consideration of the foregoing, and the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties, the Parties hereto agree as follows:

1. **RECITALS INCORPORATED.** The above recitals are incorporated herein as though fully set forth.

2. **AMENDMENT TO SECTION 5.1 OF THE AGREEMENT.** Section 5.1 of the Agreement is amended by adding the underlined language and deleting the overstricken language as follows:

Section 5. Compensation; Benefits

5.1. Base Salary. Effective March 14, 2023, the the Village will pay the Employee an annual base salary in the amount of ~~\$222,500.00~~ \$231,400, payable in installments in accordance with the Village's normal payroll practices ("Base Salary").

3. **AMENDMENT TO AGREEMENT TO ADD A NEW SECTION 5.9.** A new Section 5.9 is added to the Agreement as follows:

5.9. Employee Merit Pay. Effective March 14, 2023, Employee shall be paid a one-time lump sum merit payment of \$2,225.00.

4. **AMENDMENT TO SECTION 6.1 OF THE AGREEMENT.** Section 6.1 of the Agreement is amended by adding the underlined language and deleting the overstricken language as follows:

6.1. Annual Performance Evaluation. Between ~~April~~ February 1 and ~~July~~ May 1 annually other than the initial calendar year of this Agreement, the Board of Trustees will review the performance of the Employee, subject to a process and format for the evaluation agreeable to the Board of Trustees and the Employee. The evaluation process will include the opportunity for the members of the Board of Trustees to prepare a written evaluation, meet and discuss the evaluation with the Employee, and present a written summary of the evaluation results for the Employee. The evaluation process may also include the opportunity for the Employee to provide a written self-evaluation to be delivered to the Board of Trustees. At the discretion of the Board of Trustees, the performance review may also include evaluations from members of the Village Staff. The Board of Trustees and the Employee agree to establish annually a schedule of goals and indicators for the Employee, which schedule may be used as a basis of measurement of the Employee's performance at the annual evaluation.

5. **OTHER PROVISIONS OF THE AGREEMENT TO REMAIN IN EFFECT.** All other terms and conditions of the Agreement shall remain in full force and effect.

6. **EFFECTIVE DATE.** This Second Amendment shall be deemed dated and become effective on the last date of its execution one of the parties as set forth below.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK –
SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized representatives on the dates set forth below.

VILLAGE OF OAK PARK

KEVIN J. JACKSON

By: Vicki Scaman
Its: Village President

Date: _____, 2023

Date: _____, 2023

ATTEST

By: Christina M. Waters
Its: Village Clerk

Date: _____, 2023