

**City of Highwood
EMPLOYMENT AGREEMENT
SCOTT COREN, City Manager
2025**

Introduction

This Agreement, made and entered into this 6th day of May, 2025, by and between the City of Highwood, an Illinois municipal corporation, (hereinafter called “Employer” or “City”) and Scott Coren, (hereinafter called “Employee”) an individual who has the education, training and experience in local government management and who, as a member of ICMA, is subject to the ICMA Code of Ethics, both of whom agree as follows:

Section 1: Term

The term of this agreement shall be for a period effective May 6, 2025(the “Effective Date”) to the last date in the current term of the current Mayor, Charlie Pecaro.

Section 2: Duties and Authority

Employer agrees to employ Scott Coren as City Manager to perform the functions and duties specified in Ordinance 2008-O-24 and as subsequently amended and to perform other legally permissible and proper duties and functions.

Section 3: Compensation

- A. Base Salary: In the first year, Employer agrees to pay Employee an annual base salary of \$215,000, payable in installments at the same time that the other management employees of the Employer are paid.
- B. Raises: Employee shall be subject to an annual evaluation pursuant to Section 10, at which time any merit based raise and/or bonus will be discussed. Any such merit based raise and/or bonus will be recommended by the Mayor and approved by the City Council.

Section 4: Health, Disability and Life Insurance Benefits

- A. Health Coverage: Employee shall be eligible for participation in the City’s then current health, dental and vision insurance plans, on the same terms and conditions as offered to other full-time non-union City employees.
- B. Health Insurance Opt-Out Program: Employee shall have the right to participate in the Health Insurance opt-out program offered to other full time non-union employees.
- C. Life and Disability Insurance: The City, at its cost, will provide term life insurance on the same terms and conditions as offered to other full-time non-union City employees;

Section 5: Vacation, Sick, and Military Leave

- A. Vacation Leave: Employee shall be entitled to twenty five (25) days of vacation each year of this contract, beginning on the Effective Date. Employee shall be not be permitted to use more than ten (10) of those vacation days consecutively, except as provided or required by law, or with prior authorization by the Mayor.

Employee shall also be eligible for any additional vacation days provided to full-time employees of the Employer based on longevity of employment (including any such policies adopted after the effective date of this Agreement).

- B. Holidays: Employee shall be entitled to paid holidays in accordance with then-current Employer policy as stated in Highwood City Code Section 1-8-5E or as subsequently amended in the future.
- C. Personal Days: Employee shall be entitled to two (2) personal days each year of this contract.
- D. Sick Days: Employee shall receive one workday of earned sick leave for each completed month of employment (maximum of 12 days per calendar year). Unused sick days shall be accumulated and carried over into following calendar years in accordance with then-current Employer policy.
- E. Employer Meetings: Employer acknowledges that, as a municipal entity, it maintains an intensive public meeting schedule. As a consequence, Employer acknowledges that Employee may, from time to time on a reasonable basis, miss public meetings held by Employer in order to enable Employee to utilize his vacation, sick and personal leave.
- F. The Employee is entitled to accrue all unused vacation and leave in accordance with the Highwood Personnel Manual or as subsequently amended in the future and in the event the Employee's employment is terminated, either voluntarily or involuntarily, the Employee shall be compensated for all accrued vacation time, all paid holidays and other benefits to date in accordance with the Highwood Personnel Manual or as subsequently amended in the future. The employee may sell back unused vacation time under the same conditions as other management employees.
- G. The Employee shall be entitled to military reserve leave time pursuant to state law and Employer policy.
- H. Employee shall, at his sole discretion, have the option of taking unpaid furlough days, whether instituted by the City for budgetary reasons or of his own accord.

Section 6: Retirement

- A. IMRF: The Employer agrees to enroll the Employee into the Illinois Municipal Retirement Fund and to make all the appropriate contributions on the Employee's behalf. Employer shall pay the Employer's share, and Employer shall pay (as a deduction from Employee's salary) Employee's Share (which Employer and Employee currently acknowledge is 4.5%)
- B. ICMA Deferred Compensation: In addition to the Employer's payment to the state or local retirement system (as applicable) referenced above, Employer agrees to execute

all necessary agreements provided by ICMA Retirement Corporation [ICMA-RC] for Employee's participation in said supplementary retirement plan. The Employer shall contribute the maximum contribution limit allowed for 457 plans under applicable IRS regulations (\$23,500 in 2025), excluding any catch-up provisions, for each year of this Agreement..

Section 7: General Business Expenses

- A. Professional Organizations and Expenses: Employer agrees to budget a reasonable amount for and to pay for professional dues and subscriptions of the Employee necessary for continuation and participation in national, regional, state, and local associations, and organizations necessary and desirable for the Employee's continued professional participation, growth, networking and advancement, and for the good of the Employer, which amount shall cover, at minimum, participation in ICMA and ILCMA organizations and attendance at no fewer than one national and one state conference per year.
- B. Reimbursement of Expenses: Employer recognizes that certain expenses of a non-personal but job related nature are incurred by Employee, and agrees to reimburse or to pay said general expenses. These expenses shall include, but not be limited to, mileage for travel related to Employee's duties as the City Manager (excluding mileage to and from work each day), reimbursed at the then applicable IRS rate for business mileage. The finance director is authorized to disburse such moneys upon receipt of duly executed expense or petty cash vouchers, receipts, statements or personal affidavits, with any such expenses or reimbursements being incurred and made in accordance with then-current Employer policy.
- C. Cellular Phone: Employer shall provide to Employee a cellular telephone for business and reasonable personal use, at no expense to Employee.
- D. Travel Allowance: Employee will receive an annual travel allowance in the amount of \$2,500 (METRA travel voucher). Payment of the METRA travel voucher will be made on a prorated basis..
- E. Vehicle Use: Employee may utilize a municipal pool vehicle for business and limited personal use, if a municipal pool vehicle is maintained by the Employer. Maintenance and fuel for the vehicle will be paid for by the Employer.

Section 8: Termination

- A. Termination For Convenience by Employer: Termination for convenience, by the employer, may occur if the Employee is terminated by the Mayor (and said termination is not overruled by a 2/3 majority vote of the members of the City Council then holding office). Termination for Convenience may occur for any reason or no reason at all, and if the Employee is terminated by the Employer, it shall be presumed that the termination is Termination for Convenience unless the Employee is terminated For Cause. In the event of Termination for Convenience by Employer, Employee shall be entitled to receive continuing salary and benefits from Employer for a period of 20 weeks from the date of termination. Said payment may be in a lump sum or in regular payroll payments, as determined by the Employer. Employee shall also be entitled to be compensated for any

accumulated, but unused vacation or personal days, and any accumulated but unused sick days up to a maximum of thirty (30) days. At the conclusion of the six month period, Employee shall thereafter be eligible for health insurance coverage under the applicable provisions of COBRA.

- B. Termination for Convenience by Employee: The Employee may terminate this Agreement, for any reason, upon provision of forty five days notice to the Employer (or such shorter period of notice as the Employer shall accept). Employee's salary and benefits shall terminate on the last day on which Employee works for Employer as a full-time employee (and thereafter, Employee shall be eligible for health insurance coverage under the applicable provisions of COBRA).
- C. Termination for Cause by Employer: In the event that the Employee: a) engages in a substantial and unjustified breach of this Agreement; b) is convicted of a felony or a crime involving moral turpitude; c) is grossly insubordinate with respect to a lawful order or directive of the City Council ; or, d) accepts competing employment (being employment which, in the Employer's judgment, renders the Employee unable to perform his duties under this Agreement, or any other employment without the express, written consent of the Employer), the Employer may terminate this Agreement for cause. Said termination shall occur when the Employee is terminated by the Mayor (and said termination is not overruled by a 2/3 vote of the members of the City Council then holding office).
- D. In the event the City intends to terminate the Employee for convenience, the City shall first seek the Employee's resignation prior to terminating the Employee.
- E. In the event that termination for cause occurs, prior to any final vote by the City Council, the Employee shall receive at least 72 hours written notice of the reasons proposed for his termination, and shall have an opportunity to respond to the charges before the Mayor and the City Attorney, if the Mayor so elects (and the Employee may have counsel present at said time).
- F. In the event the City terminates the Employee or does not renew or extend this contract for employment, the City shall not contest the Employee's application and eligibility for unemployment benefits unless the termination is for cause.
- G. In the event the City does not renew or extend this Contract for employment or does not enter into a new Contract for employment, Employee upon expiration of the terms set forth in Section 1, shall be entitled to receive continuing salary from Employer for a period of 20 weeks, payable in a single, lump sum payment, along with any accumulated but unused sick days for up to a maximum of thirty (30) days.

Section 9: Performance Evaluation

Employer shall review the performance of the Employee on at least an annual basis, subject to a process, form, criteria, and format for the evaluation which shall be mutually agreed upon by the Employer and Employee. The process at a minimum shall include the opportunity for both parties to: (1) prepare a written evaluation, (2) meet and discuss the evaluation, (3) present a written summary of the evaluation results, and (4) set goals and expectations for the following year. The final written evaluation should be completed and delivered to the Employee within 30 days of the evaluation meeting (unless the Employee and Employer choose to waive this time requirement). Failure of the Employer to perform its obligations under this §10 shall not be a breach of this Agreement.

Section 11: Hours of Work

It is recognized that the Employee must devote a great deal of time outside the normal office hours on business for the Employer and/or in attendance at meetings. To that end, Employee shall be allowed to establish an appropriate work schedule. Employer acknowledges and respects Employee's need for life balance between personal/family and professional responsibilities and Employee acknowledges that at times his duties and responsibilities to the City shall take priority (with such times to be determined by the Employee in his sole discretion).

Section 12: Outside Activities

The employment provided for by this Agreement shall be the Employee's sole employment. Recognizing that certain outside consulting or teaching opportunities provide indirect benefits to the Employer and the community, the Employee may elect to accept limited teaching, consulting or other business opportunities with the understanding that such arrangements shall not constitute interference with nor a conflict of interest with his or her responsibilities under this Agreement. Any such outside employment shall only be undertaken after obtaining the express, written consent of the Employer.

Section 13: Residency

Employee shall not be required to keep or maintain residency within the corporate limits of the Employer as a condition of this Agreement.

Section 14: Indemnification

Beyond that required under Federal, State or Local Law, Employer shall defend, save harmless and indemnify Employee against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as City Manager or resulting from the exercise of judgment or discretion in connection with the performance of program duties or responsibilities. In the event of any allegations involving alleged willful or wanton conduct: 1) the Employer shall defend such claims, at its expense pursuant to this §14, however, 2) the Employer shall not have any obligation to indemnify or hold harmless the Employee from any portion of claims or damages arising out of willful or wanton conduct. In the event of a conflict of interest between the interest of the Employee and the City, the Employee may request and the Employer shall not unreasonably refuse to provide independent legal representation at Employer's expense; said counsel shall be selected by Employee, subject to approval by Employer and Employer may not unreasonably withhold approval. Legal representation, provided by Employer for Employee,

shall extend until a final determination of the legal action including any appeals brought by either party. The Employer shall indemnify employee against any and all losses, damages, judgments, interest, settlements, fines, court costs and other reasonable costs and expenses of legal proceedings including attorneys fees, and any other liabilities incurred by, imposed upon, or suffered by such Employee in connection with or resulting from any claim, action, suit, or proceeding, actual or threatened, arising out of or in connection with the performance of his or her duties. Any settlement of any claim must be made with prior approval of the Employer in order for indemnification, as provided in this Section, to be available.

Employee recognizes that Employer shall have the right to compromise and settle any claim or suit. Further, Employer agrees to pay all reasonable litigation expenses of Employee throughout the pendency of any litigation to which the Employee is a party, witness or advisor to the Employer. Such expense payments shall continue beyond Employee's service to the Employer as long as litigation is pending.

Section 15: Bonding

Employer shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance.

Section 16: Other Terms and Conditions of Employment

The Employer, only upon agreement with Employee, shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of the Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the City Code or any other applicable law. Further, the Employee shall receive any additional benefits generally offered to other full time employees which are not specific to a given position (e.g. should the City adopt a disability insurance program for all full-time employees, the City shall provide said benefit to the Employee. However, should the City provide a squad car for the personal use of a chief of police (i.e. a position specific benefit), the City shall not be obligated to provide such benefit to the Employee).

Section 17: Notices

Notice pursuant to this Agreement shall be given by depositing in the custody of the United States Postal Service, postage prepaid, addressed as follows:

Employer: City of Highwood
17 Highwood Avenue,
Highwood, IL 60040

With Copy to:
Klein, Thorpe & Jenkins, LTD.
15010 S. Ravinia Avenue, Suite 10

Orland Park, Il. 60462 Employee: Scott Coren

Alternatively, notice required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of

personal service or as the date of deposit of such written notice in the course of transmission in the United States Postal Service.

Section 18: General Provisions

A. Integration: This Agreement sets forth and establishes the entire understanding between the Employer and the Employee relating to the employment of the Employee by the Employer. Any prior discussions or representations by or between the parties are merged into and rendered null and void by this Agreement. The parties by mutual written agreement may amend any provision of this agreement during the life of the agreement. Such amendments shall be incorporated and made a part of this agreement.

B. Binding Effect. This Agreement shall be binding on the Employer and the Employee as well as their heirs, assigns, executors, personal representatives and successors in interest.

C. Severability. The invalidity or partial invalidity of any portion of this Agreement will not effect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they have been executed by both parties subsequent to the expungement or judicial modification of the invalid provision.

Employer:

City of Highwood, an Illinois Municipal Corporation



BY:

Charles Pecaro, Mayor

Employee:

Scott Coren


