

CHICAGO METROPOLITAN AGENCY FOR PLANNING

EMPLOYMENT AGREEMENT

This agreement, made and entered into this ____ day of ____, 2024, by and between the Chicago Metropolitan Agency for Planning ("CMAP"), a body politic and corporate, and Erin Aleman, individually ("Ms. Aleman").

WHEREAS, Section 20(a) of the Regional Planning Act, 70 ILCS 1707/20(a) provides that the Board of Directors for CMAP ("Board") must hire an executive director; and

WHEREAS, the Board has agreed to retain Ms. Aleman in her capacity as Executive Director of CMAP, and desire to enter into a successor employment agreement with Ms. Aleman to provide certain benefits and establish certain conditions of employment for Ms. Aleman; and

WHEREAS, Ms. Aleman desires to enter into a successor employment agreement as Executive Director of CMAP;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, CMAP and Ms. Aleman agree as follows:

Section 1: Term of Employment

1. CMAP hereby employs Ms. Aleman as its Executive Director, for the period of July 15, 2024 through July 14, 2029. Ms. Aleman shall perform all of the duties of the Executive Director, as required by law and as directed by the Board, in accordance with all applicable CMAP policies and procedures, as may be adopted or amended by CMAP from time to time. Ms. Aleman may not engage in any other employment without the prior written approval of the Board.
2. Ms. Aleman's tenure, service and authority as Executive Director of CMAP is at-will, and shall be subject to termination by an affirmative vote of at least 4/5 of the voting members of the Board at any time, pursuant to the terms of this agreement and the Regional Planning Act, 70 ILCS 1707/1 *et seq.* ("Act").
3. Ms. Aleman may resign at any time with at least a two-month advance written notice to the Chair of the Board, unless otherwise agreed between CMAP and Ms. Aleman.

Section 2: Severance Pay Upon Termination

1. If Ms. Aleman is terminated as Executive Director by action of CMAP for any reason, except in accordance with Section 2.2 of this Agreement, CMAP will continue to pay Ms. Aleman her then-current salary and fringe benefits as severance pay for a period of six months; provided, however, that CMAP's obligation to provide severance payments to Ms. Aleman will cease if and when Ms. Aleman obtains employment elsewhere. Ms. Aleman shall also be compensated for all earned sick leave, vacation, holidays and other accrued benefits to date, in accordance with the CMAP Personnel Policy Manual.
2. In the event Ms. Aleman is terminated because of her conviction of a felonious act, or because the Board determines that Ms. Aleman has committed an act of moral turpitude, CMAP shall have no obligation to pay any severance payments.
3. If Ms. Aleman is terminated, upon request of Ms. Aleman, CMAP agrees to provide for out-placement services to Ms. Aleman at its expense, in an amount not to exceed a total of \$5,000.

Section 3: Salary and Deferred Compensation

CMAP has agreed, as of July 15, 2024, to pay Ms. Aleman for her services as Executive Director a salary of \$266,965.61 per annum, payable in the same manner as the salaries of other CMAP employees. CMAP will increase Ms. Aleman's salary annually on the anniversary of employment by 2% for the length of this contract. Additionally, Ms. Aleman is entitled to annual merit increases based on her performance, as determined by the Board, and in line with performance increases awarded to staff.

Section 4: Evaluation Process

The Board shall review and evaluate the performance of Ms. Aleman prior to June 30 of each year. Said review and evaluation shall be in accordance with specific criteria developed jointly by the Board and Ms. Aleman. The Board Chair shall provide Ms. Aleman with a summary written statement of the Board evaluation and an opportunity to discuss the evaluation with CMAP's Executive Committee.

Section 5: Other Terms of Employment

1. Ms. Aleman will receive reimbursement at the federal reimbursement rate when using her personal car for official CMAP business.
2. Ms. Aleman will continue to accrue sick leave per CMAP policy.

3. Ms. Aleman will be provided with six weeks' vacation annually.
4. Except as otherwise stated in this Agreement, Ms. Aleman will be subject to the personnel policies of CMAP set forth in the Personnel Policy Manual and will receive those fringe benefits otherwise afforded all full-time employees of CMAP.
5. On Ms. Aleman's behalf and for her benefit, CMAP will pay into the CMAP 457 Deferred Compensation Program, one-half of the maximum annual permitted individual contribution for Ms. Aleman's account within the Deferred Compensation Program.

Section 6: Confidentiality

Ms. Aleman acknowledges that Ms. Aleman has had and will have access to confidential information ("Confidential Information") of, about, and belonging to, CMAP. Confidential Information does not include public documents or information that would otherwise constitute Confidential Information but that has become public. The Employee covenants and warrants that, both during and after Ms. Aleman's term of employment, Ms. Aleman will not directly or indirectly use, divulge, furnish, or make accessible Confidential Information to any person, firm, or corporation other than persons, firms, or corporations employed and/or retained by CMAP in a fiduciary capacity without the prior express written authorization of CMAP, but instead Ms. Aleman must keep all Confidential Information strictly and absolutely confidential except as otherwise provided in this Agreement or as required by the Illinois Freedom of Information Act, 5 ILCS 140/1 *et seq.*

Section 7: Property of CMAP

All business plans, financial data, reports, memoranda, correspondence, and all other documents pertaining to the current or prospective business of CMAP are and will at all times remain the property of CMAP. Upon termination of Ms. Aleman's employment with CMAP, regardless of cause therefor, Ms. Aleman must promptly surrender to CMAP all property provided to Ms. Aleman by CMAP for use in relation to Ms. Aleman's employment.

Section 8: Indemnification

To the extent permitted by law, CMAP will defend, hold harmless, and indemnify Ms. Aleman 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 Ms. Aleman's duties and responsibilities as Executive Director or resulting from the exercise of judgment or discretion in connection with the performance

of those duties or responsibilities, unless the act or omission involved gross negligence or willful or wanton conduct. CMAP will indemnify Ms. Aleman 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 on, or suffered by Ms. Aleman 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 Ms. Aleman's duties. Any settlement of any claim must be made with prior approval of CMAP in order for indemnification, as provided in this Section, to be available.

Ms. Aleman recognizes that CMAP will have the right to compromise and settle any claim or suit unless the compromise or settlement is of a personal nature to Ms. Aleman. Further, CMAP agrees to pay all reasonable litigation expenses of Ms. Aleman throughout the pendency of any litigation to which Ms. Aleman is a party, witness, or advisor to CMAP arising out of an alleged act or omission occurring in the performance of Ms. Aleman's duties and responsibilities as Executive Director. Such expense payments will continue beyond Ms. Aleman's service to CMAP as long as litigation is pending.

Section 9: General Provisions

1. This Agreement shall constitute the entire Agreement between Ms. Aleman and CMAP.
2. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.
3. If any section, provision, condition, or term of this Agreement shall be held to be invalid or unenforceable for any reason by a court of competent jurisdiction, the remaining portions or applications hereof as can be given effect without the invalid or unenforceable provision shall remain in full force and effect, and to this end the provisions of this Agreement are declared to be severable.

CMAP and Ms. Aleman have approved and executed this Agreement the day and year first written above.

Gerald R. Bennett
CMAP Chair

Erin Aleman
Executive Director