

**EMPLOYMENT AGREEMENT BETWEEN
THE GLEN ELLYN PARK DISTRICT
AND DAVID HARRIS**

This agreement is made and entered into as of this _____ day of _____, 2018 by and between the Glen Ellyn Park District, DuPage, Illinois ("the District"), and David Harris, DuPage County, Illinois ("HARRIS") and effective January 1, 2019. The District and HARRIS are hereinafter sometimes jointly referred to as the "parties." In consideration of the mutual promises hereinafter contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

Term of Employment

1. On its effective date, the District hereby employs HARRIS as the Executive Director of the District, and HARRIS hereby accepts employment with the District as its Executive Director, commencing on the effective date of this Agreement and, subject to all of the terms and conditions contained in this Agreement, HARRIS's employment and this Agreement shall continue until December 31, 2021, unless sooner renewed or terminated in accordance with this Agreement.

Renewal of Contract

2. The parties may renew this Contract at such time as they shall mutually agree. If the District chooses not to renew or extend this Contract, it shall notify HARRIS in writing of the District's decision not to renew or extend this Contract by July 1, 2021. In the event that the District so notifies HARRIS in writing that the District has not decided to renew the Contract, this Contract will then lapse at the end of its term. After July 1, 2021, the District may still serve a notice of non-renewal and this Contract shall then be extended so as to terminate 6 months after the date of delivery of said notice to HARRIS.

Executive Director's Duties

3. a. Responsibilities.

As Executive Director, HARRIS will be the District's chief administrative and executive officer having all of the responsibilities, duties, powers and authority normally associated with that position in the State of Illinois, including but not limited those described in Exhibit A, which is attached to and made part of this Agreement, as well as the duly adopted Ordinances and Policies of the Park District. HARRIS shall be responsible for directing all operations of the District as authorized by and in accordance with the directions of the District's Board of Park Commissioners ("the Board").

- b. Communication.

HARRIS shall report to and communicate with the entire Board of Commissioners, Where circumstances are such that obtaining corporate direction is impractical, HARRIS shall communicate with and seek advice and direction from the President of the Board, or her or his designee, and then give a full report as soon as is reasonably practical, to the entire Board.

c. Confidential Information.

HARRIS shall not disclose or appropriate Confidential Information, whether for his own use or the unauthorized use of others. "Confidential Information" means any and all information (including but not limited to media, records, or documents) disclosed to or coming into HARRIS's possession or known to HARRIS as a consequence of or through his employment, that is not generally known by others not the employees, agents, contractors, managers, officials or Commissioners of the District.

Compensation

As compensation for services rendered under this Agreement, HARRIS shall be entitled to receive from the District:

- a. Base Salary: A base salary at the rate of \$141,898.65 per year payable in accordance with the District's usual and customary payroll practices, less applicable withholding for taxes and other deductions required by law or court order or requested in writing by HARRIS. At no time during the term of this Agreement may HARRIS's salary be reduced to a rate below the base salary rate. HARRIS will be eligible to receive merit rate increases or annual bonuses each year based upon his job performance as determined in the sole discretion of the Board.
- b. Annual Increase in Base Salary: Each year commencing on January 1, 2020 and thereafter, HARRIS's base salary shall be increased by 3.0% or the immediately preceding CPI (as determined by the State of Illinois for purposes of calculation of the annual increase in funds available under the Property Tax Extension Law Limit), whichever is greater.
- c. Merit Bonuses: HARRIS may be eligible to receive merit-based bonuses each year based upon his job performance, and the District's financial condition, as determined by reference to the duties described in Exhibit A and HARRIS's achievement of certain performance targets, goals and objectives. Within the first sixty (60) days of the first year of this Agreement, the Board shall establish general performance targets and/or goals and objectives to be achieved by HARRIS by the end of the contract year. Thereafter, the Board shall establish and deliver, prior to December 15, the general performance targets and/or goals and objectives for the following year. The determination of HARRIS's job performance for purposes of merit bonuses shall be measured in part on HARRIS's achievement of these performance targets and goals and objectives and subject to the District's own assessment of its financial condition and other staff salary increases.
- d. Expense Reimbursement: The District shall reimburse HARRIS for reasonable and customary expenses while performing services on behalf of the District upon presentation to the District of the usual and customary proof of such expenditures within internal policies.

Benefits

5, a. Insurance:

HARRIS shall be entitled to participate, on the same terms and conditions as apply to District employees generally, in any qualified pension plan, medical or dental insurance plan, group life insurance plan, disability plan, or any other employee benefit plan which is presently existing or which may be established in the future by the District. Such right to participation shall be in accordance with the terms and conditions of the particular plans in force and effect at the time and in accordance with federal and state law pertaining to the subject matter thereof.

b. Vacation:

HARRIS shall be entitled to 20 days paid vacation in accordance with the District's personnel policies. Accrual and carry-over of vacation time shall be as per the District's personnel policies. HARRIS will schedule his vacation days when it is least disruptive to the District and will notify the Board President in advance of his scheduled vacation days.

c. Automobile:

The District will pay HARRIS a monthly automobile allowance in the amount of Five Hundred dollars (\$500.00) in lieu of any other expense reimbursement related to HARRIS's use of his personal vehicle for District business, and in lieu of providing HARRIS with an automobile provided to him by the District. HARRIS shall be responsible for paying for liability, property damage and comprehensive insurance and for the purchase, operation, maintenance, repair and regular replacement of any automobile he uses for District business.

d. Other Benefits and Benefit Plans:

HARRIS shall be entitled to receive all other benefits and participate in all other benefit plans provided generally to all full-time employees of the District on the same terms as other full-time senior management employees of the District.

Cell Phone and Technological Devices

The District shall provide HARRIS a cell phone and other portable information technology hardware as the Board may approve for the purpose of business communications, text messaging and, e-mails in accordance with the District's policies for such devices and technology, as said policy exists at the time of execution and may be amended from time to time.

The District shall provide HARRIS with complementary family membership at the District's facilities and complementary participation for HARRIS and his

immediate family in the District's programs, subject to and in accordance with all other District policies.

Professional Development

6. HARRIS may avail himself of continuing education opportunities and participate in professional and community service organizations in order to further develop his expertise, acquire new skills and ideas, and establish a community presence, which will assist him in successfully carrying out his duties as the Executive Director. Accordingly, subject to prior Board authorization and approval in the budget, the District will provide payment of reasonable reimbursement for transportation, lodging, meals and registration fees for the following activities upon presentation of the usual and customary proof of such expenditures:
 - a. HARRIS' s attendance at the National Park and Recreation Association National Congress and the Illinois Park and Recreation Association State Conference in order to maintain his national and state professional certifications;
 - b. HARRIS's enrollment in and attendance at such workshops, seminars and meetings where the knowledge he obtains will benefit the District;
 - c. HARRIS's membership in professional and service organizations.

Termination of Employment

5. a. Termination for Just Cause.

The District may terminate HARRIS's employment for just cause. As used in this Agreement, just cause shall include, but is not limited to, any one or more of the following:

- Conviction of a felony under State or Federal Law, or conviction of a misdemeanor involving moral turpitude or official misconduct defined under State Law.
- Violating any ordinance, regulation, order, policy or rule of the District, or failing to obey any lawful direction given to him by the District's Board of Park Commissioners when such violation or failure to obey amounts to insubordination or serious breach of discipline that may reasonably be expected to result in lower morale in the organization or to result in loss, inconvenience, or injury to the District or the public.
- Deliberately and improperly using, destroying or damaging District, public or employee property.
- Falsifying personnel or other District records, including employment applications, accident records, work records, purchase orders, time sheets, or any other report, record or application required in connection with ones employment.
- Providing information to the Board of Park Commissioners that HARRIS knows to be false or misleading.

- Intentionally furnishing false information to the District in relation to District records or a request for leave.
- Making false claims or misrepresentations in an attempt to obtain accident benefits, worker's compensation, or unemployment insurance benefits.
- Possessing or using firearms, explosives or weapons on District property without prior authorization or in violation of State law or District policy.
- Stealing District or employee property.
- Unlawful, immoral, indecent or otherwise clearly inappropriate conduct or behavior, either on or off the job, which is of such a nature that a reasonable person would conclude that it would have the effect of materially adversely affecting HARRIS' s ability to perform the essential functions of his position, or his relationship with fellow workers, or his or the District's reputation or good will in the community.
- Taking for personal use a fee, gift or other thing of value in the course of his duties or in connection with performing such duties, if unlawful under the State Officials and Employees Ethics Act, or, if not unlawful, without reporting its receipt to the President of the Park Board.
- Using, possessing or selling illegal drugs and/or illegal controlled substances.
- Reporting to work or being on District property while legally intoxicated by alcoholic beverages or under the influence of illegal drugs and/or illegal controlled substances.
- The persistent failure to properly perform the essential responsibilities and duties of his position despite notice from the Park Board of such deficiencies and a reasonable opportunity to correct same.
- Failing to return from an authorized leave of absence on the scheduled return date without prior notice to and approval from the Park Board or for other valid reason authorized by law.
- Violating the District's Political Activity Policy contained in its Personnel Policy Handbook.
- Violating the District's Equal Opportunity or Sexual Harassment Policies as set forth in the Personnel Policy Handbook.
- Death or any disability that prevents HARRIS from performing the essential functions of his job with reasonable accommodation following the expiration of any disability leave, or any other applicable leave, required or permitted to be given to District employees under the District's Personnel Policy Handbook or under applicable law.

Notwithstanding the foregoing, except for termination as the result of a conviction of a felony under State or Federal Law, conviction of a misdemeanor involving moral turpitude or official misconduct defined under State Law, death, (but not disability that prevents HARRIS from performing the essential functions of his job with reasonable accommodation following the expiration of any disability leave required to be given to District employees under the District's Personnel Policy Handbook or under applicable law), the Park Board shall not terminate the employment of HARRIS without having first given him a written statement of the reasons for the termination of his employment and affording him a reasonable opportunity to respond in writing, or in person at a closed session of the Park Board, to the reasons given for the termination of his employment.

HARRIS will have no right of appeal from any such termination, but reserves all other rights and remedies available to him under law not inconsistent with the terms of this Agreement.

b. Resignation.

HARRIS may terminate his employment with the District upon not less than ninety (90) days' prior written notice. In such event, unless the Park Board agrees to waive the ninety (90) day notice requirement, or unless otherwise determined by the Park Board, he will continue to render his services in accordance with this Agreement and receive his normal compensation until the date of his cessation of employment.

c. Payment on Termination.

Upon termination of HARRIS's employment pursuant to any subparagraph of this Paragraph 7, the District shall pay HARRIS for all earned and accrued but unused and unpaid vacation days to which he is entitled by State law or District policy and all other or additional amounts to which any other full time employee of the District would generally be entitled upon termination of employment by State law or District policy, on terms no less favorable than those provided to such employees. Such payments shall be made within the time required by law.

d. Severance for Termination without cause.

The District may terminate HARRIS's employment without cause and without prior notice effective at any time during the term of this Agreement, provided that, in the event of such termination the District shall pay HARRIS the equivalent of six (6) months of the salary for which Subparagraph 4(a) of this Agreement provides. HARRIS shall have no right of appeal from any such termination. HARRIS's right to receive the six (6) months of salary as severance is conditioned upon HARRIS's execution of a severance agreement and complete release of any possible claims against the District, in such form as the District shall reasonably require. HARRIS shall not be entitled to receive severance pay if he is terminated for just cause as defined in Subparagraph 7(a) of this Agreement or if he resigns or otherwise initiates the termination of his employment relationship with the Park District, or if this Agreement expires and is not renewed in accordance with Paragraph 2 of this Agreement.

Evaluation

8. a. The Board shall review and evaluate HARRIS's annual performance and salary not less than once a year, and ideally, in November of each year, but in no event later than December 15th of each year.
- b. HARRIS shall provide to the Board a written self-evaluation of his own performance each year by October 31, which shall include without limitation a review of his previous year's performance targets and goals and objectives and his

performance targets and goals and objectives for the upcoming year. HARRIS shall also notify the Board President by October 31st of each year of the Board's obligation to evaluate HARRIS by December 15th.

- c. The Board and/or the President of the Board will conduct an evaluation meeting with HARRIS during which the President and/or the Board and HARRIS will review and discuss his self-assessment and his job performance, and determine whether previously established performance targets and goals and objectives have been met. HARRIS may provide a written response to his evaluation which will be made a part of his personnel file. HARRIS and the Board may also establish new performance targets and/or goals and objectives for the next review period, The Board may also conduct periodic reviews of HARRIS's performance, which may be used to determine his continuation in his position.
- d. The failure of the Park Board to meet the timelines established in this Paragraph 8 shall not constitute a breach of this Agreement.

Miscellaneous

- 9. Assignment. The parties agree that this Agreement is personal to the District and HARRIS and cannot be assigned by either party without the prior written consent of the other.
- 10. Amendment and Waiver. This writing represents the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements and understandings either oral or written of the parties; it may not be altered or amended except by a subsequent agreement in writing signed by both parties. The District and HARRIS agree that the failure to enforce any provision or obligation under this Agreement shall not constitute a waiver thereof or serve as a bar to the subsequent enforcement of such provision or obligation or any other provision or obligation under this Agreement.
- 11. Severability. If any provision of this Agreement is held invalid by any court of law, or shall be or become illegal or unenforceable in whole or in part for any reason, such provision shall be deemed eliminated from this Agreement or shall be so modified. The invalidity of any provision of this Agreement shall not affect the force and effect of the remaining provisions.
- 12. Notices and Written Consents. Any notice or written consent required to be given under this Agreement shall be deemed properly given if in writing and delivered by hand or sent by registered or certified mail, return receipt requested if to HARRIS, to his last known residence address and, if to the District, to the address of the District's principal administrative office, to the attention of the President of the Board of Park Commissioners. Notice shall be considered communicated, and consent shall be considered given, as of the date it is actually received in the case of personal delivery, and five business days after mailing in the case of delivery by registered or certified mail.

13. Binding Effect. This Agreement shall be deemed binding on any successor members of the Board or their agents, for the purposes stated herein.
14. Construction. The headings and paragraph numbers in this Agreement are for convenience only. They form no part of this Agreement and shall not affect interpretation.
15. Waiver. The waiver by either Party of a breach or violation of any provision of this Agreement shall not operate or be construed as a waiver or any subsequent breach or violation thereof.
16. Entire Agreement. This writing represents the entire agreement and understanding of the Parties with respect to the subject matter hereof; it may not be altered or amended except by a subsequent agreement in writing signed by both Parties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

GLEN ELLYN PARK DISTRICT

DAVID HARRIS

By: _____
President
Board of Park Commissioners

By: _____
David Harris