

**EMPLOYMENT AGREEMENT BETWEEN THE  
FOREST PRESERVE DISTRICT OF DUPAGE COUNTY  
AND  
KARIE FRILING**

This Agreement for Employment of the Executive Director is entered into this 16<sup>th</sup> day of March, 2021 by and between the Forest Preserve District of DuPage County a body politic and corporate organized and existing under the Downstate Forest Preserve Act 70 ILCS 805/.01 et seq. (hereafter “District” or “EMPLOYER”) and Karie Friling (hereafter “Executive Director” or “EMPLOYEE”).

**COMMENCEMENT DATE**

This Employment Agreement shall commence on April 9, 2021.

**ARTICLE I  
DUTIES AND RESPONSIBILITIES OF EMPLOYEE**

The EMPLOYEE shall have those duties and responsibilities as from time to time set forth in the Forest Preserve District of DuPage County Ordinances, Resolutions and Codes, and the job description enacted or established by the Forest Preserve District of DuPage County relative to the position of the Executive Director as amended from time to time and incorporated by reference herein (Current Job Description attached hereto as Exhibit A), and the laws of the State of Illinois. The Executive Director shall be the chief administrative officer and shall be responsible to the District President and Board of Commissioners for proper administration of the business affairs of the District, the Statutes of the State of Illinois, the ordinances of the District and the resolutions and directives of the District President and Board of Commissioners. The EMPLOYEE shall be subject to all provisions set forth in the Personnel Policy Manual for the Forest Preserve District of DuPage County, as amended from time to time by the Board of Commissioners (and incorporated herein by reference) that are not in conflict with this Agreement.

**ARTICLE II  
SALARY**

Base Salary: EMPLOYER agrees to pay EMPLOYEE an annual base salary of \$190,000 per year. Salary payments shall be made to the EMPLOYEE at the same time periods as are in effect for other employees of the District.

In addition, consideration shall be given on an annual basis to an increase in compensation based on above average performance reviews, which take into consideration adherence to goals and objectives established jointly between Executive Director and the District President and Board of Commissioners.

ARTICLE III  
HEALTH, DENTAL AND TERM LIFE INSURANCE

The EMPLOYER agrees to provide health, dental and term life insurance to EMPLOYEE to the same extent as is provided under the District's plan or plans for its general work force and with the same percent EMPLOYEE contribution for premiums as the other District employees.

ARTICLE IV  
RETIREMENT BENEFITS

The EMPLOYEE shall be covered by the Illinois Municipal Retirement Fund (IMRF), as required by law.

ARTICLE V  
PAID TIME OFF (PTO)

The EMPLOYEE shall be entitled to 20 days of vacation and 4 days of personal days in calendar year 2021 to be used in accordance with the District's personnel policies as amended from time to time. In year 2022 and each year thereafter, the EMPLOYEE shall receive 20 days of vacation and 5 days of personal days to be accrued and used in accordance with the District's personnel policies as amended from time to time. EMPLOYEE shall not take more than forty (40) consecutive hours of paid time off without approval of the District President, unless the paid time off hours are being used as part of the EMPLOYEE's leave under the Family Medical Leave Act (FMLA) and in which case no approval other than FMLA shall be required.

The EMPLOYEE shall be permitted to carry over a maximum of 10 days of accrued but unused vacation time from one calendar year to the next, and may carry over additional unused vacation days with the approval of the District President. Unused personal days shall not carry over from one year to the next. In the event the EMPLOYEE's employment is terminated, either voluntarily or involuntarily, the EMPLOYEE shall be compensated for all accrued but unused vacation days and personal days.

ARTICLE VI  
HOLIDAYS, FUNERAL LEAVE, AND SICK LEAVE

The EMPLOYEE shall receive additional holidays and funeral leave, and shall be vested with 8 days of sick time to be used in accordance with the same benefits as in effect for other employees of the District in calendar year 2021. In year 2022 and each year thereafter, the EMPLOYEE shall receive additional holidays, funeral leave, and 8 days of sick time to be accrued and used in accordance with the District's personnel policies as amended from time to time.

ARTICLE VII  
PROFESSIONAL DUES

The EMPLOYER shall be responsible for the payment of the EMPLOYEE's costs of maintaining membership in professional associations whose membership is beneficial to the District. The EMPLOYEE may attend annual conferences or other seminars that may benefit the District, whenever sufficient funds are available and if authorized by the District President. In addition, the EMPLOYER shall pay the dues for membership in local civic groups whose membership may benefit the District.

ARTICLE VIII  
EXTENT OF SERVICES

Notwithstanding approved participation in community service organizations and organizations related to the public governance profession, EMPLOYEE shall devote her entire time and attention to the interest and affairs of the Forest Preserve District of DuPage County and shall promote the image of the District to the community.

ARTICLE XI  
CELL PHONE AND COMPUTER

The EMPLOYER shall provide the EMPLOYEE with a District-owned cell phone and District-owned laptop computer for use in accordance with the District's policies for technology resources as amended from time to time. The EMPLOYER will be responsible for the costs for this phone.

ARTICLE XII  
APPOINTMENT

The District hereby employs EMPLOYEE as the Executive Director of the Forest Preserve District of DuPage County and EMPLOYEE hereby accepts employment with the District as its Executive Director. EMPLOYEE will start with the District on April 9, 2021. EMPLOYEE'S employment and this Agreement shall continue until April 5, 2025 and until her successor is duly appointed, unless terminated in accordance with this Agreement.

ARTICLE XIII  
TERMINATION

Notwithstanding any other provision of this Agreement, employment is at will and at the appointment of the District President and Commissioners. The EMPLOYEE has no property or right to continue her employment or renewal term. For the purpose of this agreement, termination shall occur when:

The majority of the governing body votes to terminate the EMPLOYEE at a properly posted and duly authorized public meeting.

If the EMPLOYER, citizens or legislature acts to amend any provisions of the charter, code, or enabling legislation pertaining to the role, powers, duties, authority, responsibilities of the EMPLOYEE's position that substantially changes the District, the EMPLOYEE shall have the right to declare that such amendments constitute termination.

1. TERMINATION FOR CAUSE:

The District may terminate EMPLOYEE's employment for cause. As used in this Agreement, cause shall include, any one or more of the following:

- Conviction of a felony under State or Federal law, or conviction of a misdemeanor, or official misconduct defined under State law.
- Deliberate violation of any ordinance, regulations, order, policy, personnel manual policy, or rule of the District, or failing to obey any lawful direction given to her by the District's Board of Commissioners when such violation or failure to obey amounts to insubordination or serious breach of discipline that may reasonably be expected to result in material loss or injury to the District or the public.
- Accepting any unlawful gift in violation of the Gift Ban Act.
- 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 one's employment.
- Providing information to the District Board of Commissioners that EMPLOYEE knows to be false or misleading.
- Willful misconduct, recurring negligence in the performance of the Executive Director's duties, or other conduct in derogation of public confidence in the District.
- Stealing District or employee property.
- Reporting to work while under the influence of alcoholic beverages or illegal drugs and/or controlled substances.
- Failure to return from any leave of absence required or permitted to be given to District employees.
- Material breach of a term of this Agreement.

**Hearing:** If termination occurs under this paragraph for cause, EMPLOYEE shall have no claim against the District for wages, health and other benefits or severance pay for the unfulfilled term of this Agreement. Except for termination as a result of a conviction of a felony under State or Federal Law, conviction of a misdemeanor, or official misconduct, the Board shall not terminate the employment of EMPLOYEE without first giving her a written statement of the reasons for the termination of her employment and affording her ten (10) days from the date of such Termination notice

to either respond in writing, or in person at a closed session of the Board of Commissioners, to the reasons given for the termination of her employment.

2. TERMINATION WITHOUT CAUSE:

The District may terminate EMPLOYEE's employment without cause, subject to a public vote of the Board of Commissioners at any time during the term of this Agreement, provided that, in the event of such termination, the District shall pay EMPLOYEE the equivalent of four (4) months of salary and benefits for which Section XII of this Agreement provides, payable through regular pay periods as if EMPLOYEE was still employed, or in one lump sum, at the sole discretion of the EMPLOYEE. EMPLOYEE shall have no right of appeal from any such termination. EMPLOYEE's right to receive the four (4) months of salary and benefits is conditioned upon EMPLOYEE'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. EMPLOYEE shall not be entitled to receive severance pay if she is terminated for just cause as defined in Section XIII, Paragraph 1, of this Agreement, if she terminates her employment relationship with the District, or if this Agreement expires and is not renewed.

The District agrees to provide EMPLOYEE written notice not less than 3 months prior to end of said contract, of EMPLOYER's intent to not renew or extend her contract. If EMPLOYER does not provide said notice and agreement is not renewed, then EMPLOYEE will be entitled to receive severance as outlined in this agreement.

ARTICLE XIV  
RESIGNATION

The parties agree that the EMPLOYEE may terminate this Agreement by giving the EMPLOYER a minimum of 30 calendar days' written notice to the District President prior to the EMPLOYEE's final day of employment.

ARTICLE XV  
DURATION

This Agreement shall be effective upon date of commencement as provided by law. This Agreement may be modified at any time upon approval by both the EMPLOYER and the EMPLOYEE. Termination of this Agreement shall be in accordance with Article XIII.

ARTICLE XVI  
PERFORMANCE EVALUATION

A review of the EMPLOYEE's performance shall be conducted at least once annually by the District President after input from the Board of Commissioners according to procedures and criteria determined jointly by the EMPLOYER and the EMPLOYEE. The review shall include an evaluation of the EMPLOYEE's performance in accomplishing such goals and

objectives as the District President and Board of Commissioners may establish, from time to time, which shall be generally attainable given the annual operating and capital budgets of the District and the other resources and time available to the EMPLOYEE. The review process shall provide to the EMPLOYEE an adequate opportunity to discuss the evaluation with the District Board of Commissioners. The failure of the District President or Board of Commissioners to meet and evaluate EMPLOYEE's performance shall not constitute a breach of this Agreement.

Unless the EMPLOYEE expressly requests otherwise in writing, the evaluation of the EMPLOYEE shall at all times be conducted in executive session of the governing body and shall be considered confidential to the extent permitted by law. Nothing herein shall prohibit the EMPLOYER or EMPLOYEE from sharing the content of the EMPLOYEE's evaluation with their respective legal counsel.

#### ARTICLE XVII OUTSIDE EMPLOYMENT

On or after the start date, the EMPLOYEE will work exclusively for the District utilizing her best efforts in the performance of the duties of Executive Director. The EMPLOYEE will devote her entire business time, attention and energies to the performance of her duties as Executive Director and will not, without the prior written consent of the District President, accept any employment or perform any services as an independent contractor for any others.

#### ARTICLE XVIII INDEMNIFICATION

Beyond that required under Federal, State or Local Law, EMPLOYER shall defend, save harmless and indemnify EMPLOYEE against any obligation to pay money or perform or not perform action, except for findings based upon willful and wanton claims, including any and all losses, damages, judgments, interests, settlements, penalties, fines, court costs and other reasonable costs and expenses of legal proceedings including attorney fees, and any other liabilities arising from, related to, or connected with any tort, professional liability claim or demand or any other threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, arbitratative or investigation, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of EMPLOYEE's duties as Executive Director or resulting from the exercise of judgment or discretion in connection with the performance of program duties or responsibilities, unless the act or omission involved willful or wanton conduct. The EMPLOYEE may request, and the EMPLOYER shall not unreasonably refuse, to provide independent legal representation at EMPLOYER's expense and EMPLOYER may not unreasonably withhold approval in actions alleging willful and wanton against the EMPLOYEE. 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, court costs and other reasonable costs and

expenses of legal proceedings including attorney 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 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 all actions for which it is indemnifying the employee, other than those alleging willful and wanton conduct. 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. Further, EMPLOYER agrees to pay EMPLOYEE reasonable consulting fees and travel expenses when EMPLOYEE serves as an advisor or consultant to EMPLOYER regarding pending litigation after the EMPLOYEE has left the employment of the District.

#### ARTICLE XIX BONDING

The EMPLOYER shall bear the full cost of any fidelity or other bonds required of the EMPLOYEE under any law or ordinance.

#### ARTICLE XX ETHICS

The parties agree the Executive Director is subject to Forest Preserve District of DuPage County's ethical or performance standards and any similar standards set forth by any other professional and civic organizations to which she is or becomes a member of, including but not limited to ICMA, APA, and GFOA. EMPLOYEE shall not endorse candidates, make financial contributions, sign or circulate petitions, or participate in fundraising activities for individuals seeking or holding elected office in the District, nor seek or accept any personal enrichment or profit derived from confidential information or misuse of public time.

#### ARTICLE XXI MISCELLANEOUS

1. NOTICES: Any notice required or desired to be given under this Agreement shall be deemed given if in writing sent by certified mail to EMPLOYEE's residence or the District's principal office, as the case may be.
2. WAIVER OF BREACH: The District's waiver of a breach of any provision of this Agreement by EMPLOYEE shall not operate or be construed as a waiver of any subsequent breach by EMPLOYEE. No waiver shall be valid unless in writing and

signed by an authorized officer of the District, other than EMPLOYEE herself, and approved by a majority of the Board of Commissioners.

3. ASSIGNMENT: EMPLOYEE acknowledges that her services are unique and personal. Accordingly, EMPLOYEE may not assign her rights or delegate her duties or obligations under this Agreement. The District rights and obligations under this Agreement shall inure to the benefit of and shall be binding upon the District's successors and assigns.
4. ENTIRE AGREEMENT: This Agreement contains the entire understanding of the parties. It may not be changed orally but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification, extension, or discharge is sought.
5. HEADINGS: Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.
6. COUNTERPARTS: This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.
7. APPLICABLE LAW: This Agreement shall be subject to and governed by the laws of the State of Illinois, and venue shall be in DuPage County.
8. INVALID PROVISION: The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed as if such invalid or unenforceable provisions were omitted.

Dated this 16th day of March, 2021.

EMPLOYEE

EMPLOYER

Forest Preserve District of DuPage County

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Karie Friling  
Executive Director

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Daniel Hebreard  
District President



## Forest Preserve District of DuPage County JOB DESCRIPTION

**Job Title:** Executive Director

**Job Code:** 1210

**Business Unit:** Core Management

**FLSA Status:** Exempt

**Manager Title:** Board of Commissioners

**Last Date Reviewed:** December 14, 2020

### Job Purpose

This position supervises senior management as the Chief Administrative Officer of the District and directs and manages all phases of District operations and administration in accordance with ordinances, resolutions, and policies adopted by the Board of Commissioners.

### Essential Duties and Responsibilities

- Identify, develop, and implement measurable objectives, strategies, practices, funding plans, and timelines for operation and administration of the organization. Conduct staff and interagency meetings.
- Supervise projects, programs, and activities in support of the District's mission and promote an organizational culture that creates and sustains an engaged climate for staff, Commissioners, residents, and external partners.
- Create, delete, and amend positions as necessary to organize the human resources of the District. Guide the hiring, promotion, evaluation, and discipline of employees. Develop and maintain staff with the expertise needed to conduct the business of the organization.
- Guide the management of the District's financial resources in a responsible manner. Lead development of the budget for board approval and communicate to ensure the board is able to make informed financial decisions.
- Communicate effectively and promptly with commissioners individually and collectively and serve as the chief liaison between staff, the board, and the public.
- Attend all board meetings and direct the preparation of meeting agendas. Lead the execution of ordinances and resolutions, policies of the board, and state and federal laws. Coordinate communication between lobbyists and commissioners and draft legislation for the approval of the Illinois General Assembly.
- Oversee and participate in the District's community relations strategies and activities to enhance relations with employees, commissioners, volunteers, and the public. Make public appearances and presentations to various organizations and represent the District through various forms of media.
- Maintain relationships with volunteers, state and local officials, policy makers, and other stakeholders as an advocate for the Forest Preserve District.
- Perform other duties as required.

### Education and Experience Required

**Education:** BS/BA in Public Administration, Business Administration, Natural Resource Management, or related field. Advanced degree in related field preferred.

**Related Experience:** Eight (8) years of progressive leadership and management experience at a government, public, nonprofit, or corporate agency of similar size and scope and a documented ability to manage staff.

**Knowledge Of:** Natural resources, forestry, land and construction management; how to develop, plan, and administer programs to achieve District objectives; principles and practices of administrative management and government budgeting; local, state, and federal legislation and regulations pertinent to forest preserves; DuPage County--its people and natural resources.

**Skills In:** Developing, planning, and guiding all programs related to District operations; evaluating and deciding alternative course of action in relation to planning, development and administration of operating and capital budgets, personnel management systems, and purchasing and contract administration; planning and managing the work of others; establishing and maintaining effective relationships with the Commission, other governmental agencies, legislators, employees, and the public to contribute to the development of the District; making effective presentations before the District Board, stakeholder groups, and other elected bodies; analyzing, evaluating, and arriving at conclusions on a wide variety of problems and situations; communicating effectively, verbally and in writing.

**Onboarding/Training Requirements:** Criminal Background Check  
 Driver's License Check  
 Drug Screen  
 National Sex Offender Registry Check

**Working Environment and Physical Effort Required**

Physical Demands (Indicate the amount of time spent performing the following activities.)

Activity	None	Under 30%	30% to 60%	Over 60%
Stand	X			
Walk		X		
Sit			X	
Use hands to finger, handle or feel			X	
Reach with hands and arms	X			
Climb or balance	X			
Stoop, kneel, crouch, or crawl	X			
Talk or hear			X	
Taste or smell	X			

Check the highest work level required to perform related to lifting or pulling/pushing

	Sedentary		Light		Medium		Heavy		Very Heavy	
Maximums	10 lbs.		20 lbs.	X	50 lbs.		100 lbs.		Over 100 lbs.	
Frequency	Small	X	10 lbs.		25 lbs.		50 lbs.		Over 50 lbs.	

Describe below the specific duties that require the physical demands checked above.

	Work is primarily sedentary in nature.
X	Other (describe)
Describe:	May be required to lift/move items weighing up to 20 lbs.

Does the position require personal protective equipment (e.g. safety glasses, steel toe shoes, respirators, etc.)?

X	Not Applicable
	Other (describe)
Describe:	

**Disclaimer: This description is not designed to contain a comprehensive listing of all activities, duties, or responsibilities required of the job.**