

**VILLAGE OF HOMER GLEN, ILLINOIS
EMPLOYMENT AGREEMENT**

This Agreement for Employment of a Village Manager is entered into this 27 day of February, 2019 by and between the Village of Homer Glen (hereafter "Village" or "EMPLOYER") and Karie Friling (hereafter "Village Manager" or "EMPLOYEE").

COMMENCEMENT DATE

This Employment Agreement shall commence on April 1, 2019.

**ARTICLE I
DUTIES AND RESPONSIBILITIES OF EMPLOYEE**

The EMPLOYEE shall have those duties and responsibilities as from time to time set forth in the Village Code of Ordinances, and the job description enacted or established by the Village of Homer Glen relative to the position of the Village Manager 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 Village Manager shall be the chief executive officer and shall be responsible to the Village President and Village Board of Trustees for proper administration of the business affairs of the Village, the Statutes of the State of Illinois, the ordinances of the Village of Homer Glen, and the resolutions and directives of the Village President and Village Board of Trustees. The EMPLOYEE shall be subject to all provisions set forth in the Personnel Policy Manual for the Village of Homer Glen, as amended from time to time by the Village Board and incorporated herein by reference (current personnel manual attached hereto as Exhibit B) that are not in conflict with this Agreement.

**ARTICLE II
SALARY**

Base Salary: EMPLOYER agrees to pay EMPLOYEE an annual base salary of \$155,000.00 per year, Salary payments shall be made to the EMPLOYEE at the same time periods as are in effect for other employees of the Village of Homer Glen.

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 Village Manager and the Village President and Village Board of Trustees.

**ARTICLE III
HEALTH, DENTAL AND TERM LIFE INSURANCE**

The EMPLOYER agrees to provide health, dental, disability and term life insurance to EMPLOYEE to the same extent as is provided under the Village's plan or plans for its

general work force and with the same percent EMPLOYEE contribution for premiums as the other Village 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 receive 28 days of paid time off (PTO) per year to be accrued and used in accordance with the Village's personnel policy as amended from time to time. In addition, EMPLOYEE shall receive 15 days of PTO on April 1, 2019. EMPLOYEE will schedule her vacation days when it is least disruptive to the Village and will notify the Human Resources Department in advance of her scheduled vacation days.

The EMPLOYEE shall be permitted to carry over a maximum of 15 days of accrued but unused PTO leave in any one year. In the event the Employee's employment is terminated, either voluntarily or involuntarily, the EMPLOYEE shall be compensated for all accrued but unused PTO and floating holidays.

**ARTICLE VI
HOLIDAYS AND FUNERAL LEAVE**

The EMPLOYEE shall be entitled to 4 floating holidays per year to be used in accordance with the Village's personnel policies, as amended from time to time. The EMPLOYEE shall receive additional holidays and funeral leave in accordance with the same benefits as in effect for other employees of the Village of Homer Glen.

**ARTICLE VII
VEHICLE ALLOWANCE**

The Village will provide EMPLOYEE a monthly vehicle allowance of \$600.00 in lieu of any other expense reimbursement related to EMPLOYEE's use of her personal vehicle for Village business and in lieu of providing EMPLOYEE with an automobile provided to her by the Village. EMPLOYEE shall be responsible for paying for liability, property damage, and comprehensive insurance and for the purchase operation, maintenance, repairs and regular replacement of any automobile she uses for Village business.

**ARTICLE VIII
PROFESSIONAL DUES**

The EMPLOYER shall be responsible for the payment of the EMPLOYEE'S costs of maintaining membership in professional associations including, but not limited to, the Illinois City/County Management Association, (ILCMA), the International City/County Management Association, (ICMA), and similar professional associations whose membership is beneficial to the Village. The EMPLOYEE may attend annual conferences of ILCMA and ICMA, or others that may benefit the Village, whenever sufficient funds are available and if authorized by the Village President and Village Board of Trustees. Attendance at the 2019 annual ICMA Conference is authorized by the Village President and Village Board of Trustees. Subsequent years will be budgeted through the normal Village budget, as authorized by the Village. In addition, the EMPLOYER shall pay the dues for membership in local civic groups whose membership may benefit the Village.

**ARTICLE IX
EXTENT OF SERVICES**

Notwithstanding approved participation in community service organizations and organizations related to the municipal governance profession, EMPLOYEE shall devote her entire time and attention to the interest and affairs of the Village of Homer Glen and shall promote the image of the Village of Homer Glen to the community. During the term of her employment, EMPLOYEE shall not engage in any other business activity without prior consent of the Board of Trustees.

**ARTICLE X
CELL PHONE AND COMPUTER**

The EMPLOYER shall provide the EMPLOYEE with a Village-owned cell phone and Village-owned laptop computer for business and reasonable personal use. The EMPLOYER will be responsible for the costs for this phone.

**ARTICLE XI
APPOINTMENT**

The Village hereby employees EMPLOYEE as the Village Manager of the Village of Homer Glen and EMPLOYEE hereby accepts employment with the Village as its Village Manager. EMPLOYEE's term will start with the Village on April 1, 2019 and shall continue until May 1, 2023 and until her successor is duly appointed, unless terminated in accordance with this Agreement.

ARTICLE XII TERMINATION

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 form of government, the EMPLOYEE shall have the right to declare that such amendments constitute termination.

1. TERMINATION FOR CAUSE:

The Village 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 Village of Homer Glen, or failing to obey any lawful direction given to her by the Village's Board of Trustees 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 Village or the public.
- Accepting any unlawful gift in violation of the Gift Ban Act.
- Deliberately and improperly using, destroying or damaging Village, public, or employee property.
- Falsifying personnel or other Village 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 Board of Trustees that EMPLOYEE knows to be false or misleading.
- Intentionally furnishing false information to the Village.
- Possessing or using firearms or weapons on Village property.
- Stealing Village or employee property.
- Reporting to work while under the influence of alcoholic beverages or illegal drugs and/or controlled substances.
- Death or any disability that prevents EMPLOYEE from performing the essential functions of her job with or without reasonable accommodations. Disability is

defined as the Employee's inability to perform Employee's duties for a period of six consecutive months after the exhaustion of any accrued sick leave, if available, and exhaustion of interactive dialogue regarding any reasonable accommodation required by law.

- Failure to return from any leave of absence required or permitted to be given to Village employees.
- Willful breach or habitual neglect of duty, acts of moral turpitude or other conduct in derogation of the rights, duties or public confidence of the Village.

Hearing: If termination occurs under this paragraph for cause, EMPLOYEE shall have no claim against the Village 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, official misconduct, or death, 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 Trustees to the reasons given for the termination of her employment. EMPLOYEE shall have the right to be represented by counsel at her own cost and expense during the closed session meeting.

2. TERMINATION WITHOUT CAUSE:

The Village may terminate EMPLOYEE'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 Village shall pay EMPLOYEE the equivalent of three (3) months of salary and benefits if termination occurs during the first year of this Agreement and six (6) months of salary and benefits if termination occurs after the first year of this Agreement, 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 three (3) months or six (6) months of salary and benefits (as applicable) is conditioned upon EMPLOYEE's execution of a severance agreement and complete release of any possible claims against the Village, in such form as the Village shall reasonably require. EMPLOYEE shall not be entitled to receive severance pay if she is terminated for cause as defined in Section XII of this Agreement, if she terminates her employment relationship with the Village, or if this Agreement expires and is not renewed.

The Village agrees to provide EMPLOYEE written notice not less than three (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 XIII
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 Village President prior to the EMPLOYEE'S final day of employment.

**ARTICLE XIV
DURATION**

This Agreement shall be effective upon date of commencement, and run concurrently with the term of the Village President 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 XII.

**ARTICLE XV
PERFORMANCE EVALUATION**

A review of the EMPLOYEE'S performance shall be conducted at least once annually by the Village President after input from the Village Board of Trustees 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 Village President and Village Board of Trustees may establish, from time to time, which shall be generally attainable given the annual operating and capital budgets of the Village 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 Village Board of Trustees. The failure of the Village President or Village Board of Trustees 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 XVI
OUTSIDE EMPLOYMENT**

Outside employment as provided by this Agreement shall be at the EMPLOYEE'S request and with the consent of the Village President with notice to the Board of Trustees. The EMPLOYEE may engage in activities outside Village employment, such as teaching, consulting, and volunteer services, provided that such activities do not impede or interfere with employment responsibilities hereunder and do not result in a conflict of interest.

ARTICLE XVII
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 no perform action, including without limitation, any and all losses, damages, judgments, interests, settlements, penalties, fines, court costs and other reasonable costs and expenses of legal proceedings including reasonable attorney's 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, arbitative or investigation, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of EMPLOYEE's duties as Village Manager 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. 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, penalties, fines, court costs and other reasonable costs and expenses of legal proceedings including reasonable attorney's 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 unless the EMPLOYEE is a party to the suit which EMPLOYEE shall have a veto authority over the settlement, settle any claim or suit; unless, said compromise or settlement is of a personal nature to EMPLOYEE. 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 a witness, advisor or consultant to EMPLOYER regarding pending litigation, in the event EMPLOYEE is no longer employed by EMPLOYER.

ARTICLE XVIII
BONDING

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

ARTICLE XIX
ETHICS

The parties agree the Village Manager is subject to Homer Glen'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 (American Planning Association) and GFOA (Government Finance Officials Association). 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 Village, nor seek or accept any personal enrichment or profit derived from confidential information or misuse of public time.

ARTICLE XX
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 Village's principal office, as the case may be.
2. **WAIVER OF BREACH**: The Village'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 Village, other than EMPLOYEE himself, and approved by a majority of the Board of Trustees.
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 Village's rights and obligations under this Agreement shall inure to the benefit of and shall be binding upon the Village'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 Will 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 27 day of February, 2019.

EMPLOYER
Village of Homer-Glen
George Yuktch,
Village President

EMPLOYEE
Karie Frilling,
Village Manager