

EMPLOYMENT AGREEMENT

This Agreement is made and entered into as of this 24th day of June, 2024, by and between the **HANOVER PARK DISTRICT**, Cook and DuPage Counties, Illinois ("District") and **STEPHEN A. BESSETTE** ("Bessette"). District and Bessette are hereinafter sometimes referred to individually as "Party" and together as the "Parties."

In consideration of the promises hereinafter contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the Parties, the Parties agree as follows:

1. **Employment.**

- a. The District hereby appoints and employs Bessette as the Executive Director of the District, commencing June 25, 2024 ("Effective Date"), subject to the terms and conditions contained in this Agreement and in the District's *Personnel Policy Manual*. In the event of any conflict between the provisions of this Agreement and the provisions of the *Personnel Policy Manual*, the provisions of this Agreement shall control. The District reserves the right to alter, modify or amend the terms of the *Personnel Policy Manual* as they affect any duties, obligations or benefits of employees of the District including the Executive Director, or otherwise, at any time in its sole discretion.
- b. As the Executive Director, Bessette will be the chief administrative and executive officer of the District having all of the responsibilities, duties, powers and authority normally associated with that position in the State of Illinois, and such other or different duties as are provided in this Agreement and the Executive Director Job Description attached and incorporated in Exhibit A. In general, Bessette shall be responsible for directing all operations of the District as authorized by and in accordance with the directives and policy determinations of the District's Board of Park Commissioners ("Park Board"), and shall be in charge of the hiring, firing, management, and discipline of all District personnel.

2. **Compensation.**

- a. Commencing on the Effective Date, the District will pay Bessette a salary at the rate of \$115,000.00 per annum in accordance with the District's regular payroll practices. Thereafter, Bessette's salary shall be subject to review and possible adjustment at the discretion of the Park Board. Bessette may be eligible to receive merit-based increases each year based upon his job performance, as determined by reference to the duties described in Exhibit A, and subject to the District's own assessment of its financial condition. Such adjustment shall be determined by the Park Board in its good faith discretion considering Bessette's performance, the District's financial condition, other financial commitments, and other staff level increases. The additional salary amount, if any, shall be paid in accordance with the District's regular payroll practices. Based on its

evaluation of Bessette's performance, the Park Board may also, in its sole discretion, determine to pay a bonus to Bessette. Any such bonus shall be paid to Bessette in a lump sum.

3. **Benefits.**

- a. Vacation Days: Bessette shall be entitled to receive 20 vacation days (160 hours) during each year of his employment with the District, which shall accrue and shall otherwise be administered as provided in the District's *Personnel Policy Manual*. Bessette shall be entitled to take his vacation at any time during the year subject to the prior approval of the Board President or, if the President is unavailable, subject to the prior approval of the Board Vice President, and further provided that: (i) Bessette shall not take all of the vacation days to which he is entitled at one time, unless approved in advance by the Park Board; and (ii) Bessette shall use his best efforts to schedule his vacation days at such times and in such increments during the year so as to minimize any possible adverse impact on District operations. In the event that Bessette does not use his allotted vacation during each year of his employment, he may carry over up to one (1) week of paid vacation for each year of employment as Director. Any accrued and unused paid vacation, including accrued previously as Superintendent of Parks & Planning/Safety Coordinator or as Interim Director, shall not exceed two (2) weeks in the aggregate during the term of this Agreement, and in the event the Director remains in the employ of the District as Director for five (5) or more years, the District shall not be obligated to pay for any accrued unused vacation in excess of five (5) weeks on the termination of the Director's employment.
- b. Automobile: The District shall provide Bessette with a District fleet vehicle for business and personal use, with all related costs, including but limited to license, registration, insurance, gasoline, regular maintenance, and repairs paid for by the District. The District shall not, at any time, bear the costs of any tickets, traffic offenses, or fines of any kind. Nor shall the District be responsible to pay any costs incurred as a result of the misuse or negligent use of the vehicle; any such costs shall be Bessette's sole responsibility. Bessette shall bear all the personal tax consequences of the allocation of a vehicle to his benefit. Bessette agrees that the personal use of the District's vehicle will result in imputed income to Bessette, and at the end of each calendar year, the District and its accountants shall reasonably determine the amount of such income to be included in Bessette's compensation in connection with the personal use of the District vehicle. Bessette agrees that he shall be responsible for any and all taxes imposed on such imputed income.
- c. Health Insurance: Bessette shall be entitled to participate in the District's group medical, dental, and vision insurance plans, if and as provided to its other full-time employees, and on the same basis, including exercising an option to have family coverage for a spouse and eligible dependents in accordance with the District's summary plan description.

- d. Other Benefits and Benefit Plans: Bessette 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.

4. **Evaluation.**

- a. It is the intention of the Park Board to evaluate Bessette's performance on a semi-annual basis in or around June and December of each year, beginning in December 2024.
- b. Bessette shall cooperate with the Park Board in establishing specific goals, objectives and timelines against which Bessette's performance will be measured and evaluated.
- c. The failure of the Park Board to meet the timelines established in this Paragraph 4 shall not constitute a breach of this Agreement.

5. **Professional Development and Business Expenses.**

- a. As long as Bessette remains employed as the District's Executive Director, and subject to a prior appropriation of sufficient funds, Bessette is authorized to incur reasonable expenses in the performance of his duties hereunder, may avail himself of continuing education opportunities and subscriptions to professional publications, and may participate in professional, community service organizations, and other organizations related to the field of parks and recreation, in order to further develop expertise, acquire new skills and ideas, and establish a community presence, which will assist Bessette in successfully carrying out his duties as Executive Director, including but not limited to attendance at the Landmark Forum. Accordingly, subject to a prior appropriation of funds allocated for such purposes and subject to prior Park Board authorization, which shall not be unreasonably withheld or delayed, the District shall, in accordance with District policy, provide payment of reasonable expense reimbursement for such activities upon presentation of the usual and customary proof of such expenditures.

6. **Term.**

- a. Bessette's employment shall be for a term of three (3) years, beginning on the Effective Date and continuing through June 23, 2027, unless Bessette's employment is sooner terminated by Bessette or the District pursuant to the provisions of this Agreement. Not less than one hundred twenty (120) days prior to the expiration of this Agreement, the District will notify Bessette if it does not intend to enter into a new employment agreement with him. Although the District may enter into a new employment agreement with Bessette upon the expiration of this Agreement, Bessette acknowledges and agrees that the District has no obligation to enter into such a new employment agreement under any terms or conditions, or to continue his employment under any terms or conditions upon the expiration of the term of this Agreement or any subsequent agreement with Bessette.

b. **Termination for Just Cause.** The District may terminate Bessette'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 as 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 one's employment.
- Providing information to the Board of Park Commissioners that Bessette knows to be false or misleading.
- Intentionally furnishing false information to the District for records or on 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 in violation of applicable state and federal laws.
- Theft of 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 Bessette'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.
- Intentionally 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 Gift Ban Act, without reporting its receipt to the President of the Park Board.
- Using, possessing or selling illegal drugs and/or 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 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 policies on political activity contained in its *Personnel Policy Manual*.
- Violating the District's Equal Opportunity or Sexual Harassment Policies as set forth in the *Personnel Policy Manual*.
- Death or any disability that prevents Bessette 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 Manual* or under applicable law.
- "Misconduct," as that term is defined in Section 5 of the Government Severance Pay Act (5 ILCS 415/5, as amended).

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, or disability that prevents Bessette 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 Manual* or under applicable law, the Park Board shall not terminate the employment of Bessette 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.

Bessette 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.

- c. **Termination Based Upon Performance.** Notwithstanding any provision in this Agreement to the contrary, the Parties agree for their mutual benefit and protection that the District may terminate Bessette's employment, upon no less than a 4/5ths vote of the Park Board, if he fails to perform his assigned duties and responsibilities in a manner reasonably acceptable to the Park Board, or if he fails to meet the standards of performance as set and determined by the Park Board, provided that, prior to termination of Bessette pursuant to this subparagraph, the Park Board shall give Bessette written notice of the proposed termination, setting forth with reasonable specificity the Park Board's reasons for the proposed termination and further provided that Bessette shall have sixty (60) days within which to remedy to the satisfaction of the Park Board, the performance deficiencies set forth in such notice, or, if these deficiencies are not capable of being remedied within 60 days, he shall have 60 days within which to make diligent efforts to remedy and thereafter promptly complete such remedy to the satisfaction of the Park Board. In the event the noted deficiencies have not been completely remedied within a

thirty (30) day period from the date of such notice, the Park Board shall meet with Bessette as soon thereafter as reasonably practicable and provide Bessette with a review of his progress in remedying the deficiencies. In the event of Bessette's failure to affect such remedy as hereinabove provided, the Park Board may immediately terminate Bessette's employment upon written notice. Bessette will have no right of appeal from any such termination, but reserves all other rights and remedies available to him by law not inconsistent with the terms of this Agreement.

- d. **Resignation.** Bessette may terminate his employment with the District upon not less than sixty (60) days' prior written notice. In such event, 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 termination.

- e. **Payment on Termination.** Upon termination of Bessette's employment pursuant to any subparagraph of this Paragraph 6, the District shall pay Bessette for all earned and accrued but unused and unpaid vacation days to which he is entitled by 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 District policy, on terms no less favorable than those provided to such employees. Such payments shall be made within the time required by law.

- f. **Severance for Termination without Cause.** In the event of the termination of Bessette's employment based on performance pursuant to Subparagraph 6(c) by the Park Board prior to expiration of the term of this Agreement, Bessette shall be entitled to the compensation earned by him prior to termination computed pro rata up to and including his termination date, and all other payments required by law and District policy. Except as otherwise provided herein, if terminated pursuant to Subparagraph 6(c), Bessette shall also be entitled to receive a cash severance payment in an amount equal to twenty (20) weeks of his annual salary in effect at the time of the separation. For purposes of this subparagraph f, severance pay shall include, in addition to twenty (20) weeks of base pay, family health insurance and family dental insurance coverage, under the same terms provided to full-time employees of the District, if the District's then group health and group dental insurance provider(s) will provide such coverage. Alternatively, in addition to twenty (20) weeks of base pay, the District may instead elect to make monthly payments to Bessette in an amount equal to the District's portion of the monthly premium in effect at the time of Bessette's termination to offset Bessette's post-termination health and dental insurance premium costs for said twenty (20) weeks. Bessette shall be solely responsible for any tax consequences for such payments. Bessette's final check and his check for severance pay, if any, will be paid to Bessette on the first day of the month following the month in which Bessette's last day of employment with the District occurs. Applicable withholding for taxes and other deductions required by law or court order or requested in writing by Bessette will be deducted. Bessette shall not be entitled to receive severance pay if he is terminated for just cause as defined in

Subparagraph 6(b), if he terminates his employment relationship with the Park District as provided in Subparagraph 6(d), or if this Agreement expires and is not renewed.

7. **Miscellaneous.**

- a. Any notice 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 Besette, 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.
- b. If any provision of the Agreement shall be or become illegal or unenforceable in whole or in part for any reason whatsoever, the remaining provisions shall nevertheless be deemed valid, binding and subsisting.
- c. 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.
- d. 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.
- e. This Agreement shall be governed and construed in accordance with the laws of the State of Illinois.

IN WITNESS WHEREOF, and intending to be legally bound, the Parties have executed this Agreement as of the day and year first above written.

HANOVER PARK PARK DISTRICT

STEPHEN A. BESSETTE

By: _____
President, Board of Park Commissioners

ATTEST:

By: _____
Vice President, Board of Park Commissioners

EXHIBIT A

Executive Director's Job Description