

## EMPLOYMENT AGREEMENT

**THIS EMPLOYMENT AGREEMENT** (this "Agreement") is entered into this 10<sup>th</sup> day of May, 2016, to in all things be effective as of September 1, 2016 ("Effective Date") and is between **THE PARK DISTRICT OF THE CITY OF FARGO**, a park district under the laws of the State of North Dakota ("Park District") and **JOEL VETTEL** ("Employee").

WHEREAS, the Park District has offered Employee a position as Executive Director of the Park District's operations, to be effective upon the retirement of the current Executive Director, Roger Gress ("Gress"), expected to be December 31, 2016.

WHEREAS, in order to provide for a smooth transition following Gress's retirement and to give Employee an opportunity to contribute to and to participate in the growth and future well-being of the Park District, Park District deems it desirable and in the best interest of the Park District to enter into this Agreement; and

WHEREAS, Employee desires to commit himself to employment with the Park District on the terms herein provided.

NOW, THEREFORE, in consideration of the foregoing and of the respective covenants and agreements set forth below, the parties hereto agree as follows:

### ARTICLE I DEFINITION AND INTERPRETATIONS

#### 1. Definitions.

A. "Annual Salary" means the Employee's annual base salary described in Section II(3).

B. "Cause" means:

(i) The Employee willfully engaging in misconduct which is materially injurious to Park District, monetarily or otherwise.

(ii) The commission of a criminal act by Employee against the Park District, including but not limited to fraud, embezzlement, or theft; and

(iii) The conviction or plead of no contest or nolo contendere for any felony or for a misdemeanor that is substantially related to the circumstances of Employee's job with the Park District.

C. "Disability" means Employee's disability within the meaning of any long-term disability plan maintained by Park District and covering Employee then in effect, or Employee's continuous inability during a period of ninety (90) calendar days in any twelve (12) month period

to perform Employee's material duties hereunder as a result of physical or mental illness, loss of legal capacity, or any other cause beyond Employee's control. In the event of a dispute between the parties as to whether or not the Employee is disabled, whether or not the Employee is disabled will be determined by the mutual agreement of a physician selected by the Park District or its insurers (the "Park District Physician") and a physician selected by Employee ("Employee's Physician"). In the event that the Park District Physician and Employee's Physician cannot agree on whether Employee is disabled, such determination will be made by a third physician who is jointly selected by the Park District Physician and Employee's Physician.

D. "Good Reason" means the occurrence (without the consent of Employee) of any of the following: (i) the material diminution of Employee's position, authority, duties or responsibilities as contemplated in Section II(2); (ii) any material reduction in Employee's salary; (iii) any material reduction in the aggregate benefits available to Employee; or (iv) any material breach of this Agreement by the Park District.

E. "Without Cause" means (i) termination by the Park District of Employee's employment at the Board's sole discretion for any reason, other than by reason of Employee's death or Disability, and other than a termination based upon Cause; or (ii) the Employee voluntarily terminating his/her employment for other than Good Reason.

## ARTICLE II EMPLOYMENT AND DUTIES

1. Term. The term of this Agreement will be for the period commencing September 1, 2016, to December 31, 2018 (the "Term"), subject to early termination pursuant to the provisions of Article III.

2. Position, Duties and Services. Park District hereby employs Employee and Employee here accepts employment from Park District, subject to the terms and conditions of this Agreement. However, until the effective date of Gress's retirement, Employee will act as an assistant to Gress, shadowing him and becoming accustomed to the persons, both Park District and Community, that are involved in Park District operations. Following Gress's retirement, Employee will serve full-time as the Executive Director of the Park District and will have such authority, title and duties as will be determined from time to time by the Board and as are customarily associated with such position in accordance with industry standards. The Employee will perform such duties diligently and faithfully and in a manner that promotes the interests of the Park District. See attached Executive Direction job description for reference.

### 3. Compensation.

A. Annual Salary. Employee will receive an initial Annual Salary of \$145,000, payable in periodic installments in accordance with the Park District's normal payroll practices and procedures. The Annual Salary amounts shall be prorated as of the Effective Date and as of the termination of this Agreement. The Annual Salary may be adjusted from time to time by the Board of Park Commissioners. The Board shall review and determine in its sole discretion whether a bonus should be paid to the Employee, and if so, the amount of said bonus.

B. **Park District Benefit Plans.** During Employee's full-time employment, Employee will receive benefits set forth on Schedule A attached hereto (in accordance with the terms of the Park District's applicable benefits plans) and shall otherwise be entitled to participate in all incentive, savings, profit sharing and retirement plans, medical benefit plans, leave policies, practices, policies, and programs applicable generally, from time to time, to other similarly situated employees of the Park District.

C. **Reimbursement of Expenses.** The Park District shall pay or reimburse Employee for reasonable travel and entertainment and other expense incurred by Employee in connection with the performance of Employee's duties and in accordance with the Park District's regular reimbursement procedures and practices.

4. **Performance Review.** The Board shall conduct a six month performance review of Employee's performance and a twelve month formal review of Employee's performance and salary. The twelve month review occurs annually on or about the end of the calendar year. Salary adjustments are effective in January of the following year. The six month performance review must be deemed acceptable by the Board for continued employment to occur.

### ARTICLE III EARLY TERMINATION

1. **Death.** Upon the death of Employee during the Term of this Agreement, the Agreement will terminate and Employee's estate will be entitled to payment of his Annual Salary through the date of death, plus any benefits accrued up to the date of his death, payable pursuant to the terms of the benefit plans specified in Section II(3)(B) in which Employee is a participant.

2. **Disability.** In the event of Employee's Disability during the Term of this Agreement, the Park District may terminate Employee's employment, in which case this Agreement will terminate and Employee will be entitled to payment of the following benefits: (i) his Annual Salary through the effective date of such termination, (ii) long-term disability benefits pursuant to the terms of any long-term disability policy provided to similarly-situated employees of the Park District in which Employee has elected to participate and (iii) payment of any benefits payable pursuant to the terms of the benefit plans specified in II(3)(b) in which Employee is a participant.

3. **Termination for Cause or Voluntary Resignation by Employee Without Good Cause.** If Employee's employment is terminated during the Term of this Agreement for Cause or if Employee voluntarily resigns from the employment without Good Reason prior to the expiration of the Term or any other reason after providing the Park District with not less than one hundred twenty (120) days' prior written notice of such resignation, the Park District will pay Employee through the effective date of termination: (i) his Annual Salary in effect at the time notice of termination is given, and (b) payment of any benefits payable pursuant to the terms of the benefit plans specified in Section II(3)(B) in which Employee is a participant, subject to any forfeiture

of such benefits as may be permissible under the law and such plans due to the nature of the cause of termination.

4. Termination Without Cause or for Good Reason. Employee shall have the right to terminate this Agreement and Employee's employment hereunder at any time for Good Reason upon written notice give to the Park District. Formal notice is required to be given to the current President of the Fargo Park District Board with a copy to the Director of Human Resources of the Fargo Park District. If the Employee's employment is terminated by Employee for Good Reason, the Park District will pay Employee the lesser of (i) his unpaid, applicable Annual Salary for six (6) months from the date of termination, or (ii) his unpaid, applicable Annual Salary from the date of termination to the end of the Term. If Employee's employment is terminated by the Park District without cause, the Park District will pay Employee his unpaid, applicable Annual Salary for twelve (12) months from the date of termination. During such period, Park District will pay any benefits payable pursuant to the terms of the benefit plans specified in Section II(3)(B) in which Employee is a participant.

#### ARTICLE IV OPEN RECORDS

It's specifically understood and agreed in this regard that Park District is a public body under North Dakota law and thus is subject to the open records and open meeting laws.

#### ARTICLE V MISCELLANEOUS

1. Governing Law/Venue: Attorney Fees. This Agreement is governed by and will be construed in accordance with the laws of the State of North Dakota. Each party agrees that it will not bring any action relating to this Agreement or any acts or transactions contemplated herein in any court other than a federal or state court sitting in Cass County, North Dakota. Each party further agrees that it will submit to the jurisdiction of such court and will not seek to change the venue of such action.

2. Amendment and Waiver. The provisions of this Agreement may be amended, modified or waived only with the prior written consent of the Park District's Board and Employee, and no course of conduct or failure or delay in enforcing the provisions of this Agreement will be constructed as a waiver of such provisions or affect the validity, binding effect or enforceability of this Agreement or any provision hereof.

3. Severability. Any provision in this Agreement which is prohibited or unenforceable in any jurisdiction by reason of applicable law will, as to such jurisdiction, be ineffective only to the extent of such prohibition or unenforceability without invalidating or affecting the remaining provision hereof, and any such prohibition or unenforceability in any jurisdiction will not invalidate or render unenforceable such provision in any other jurisdiction.

4. Entire Agreement. This Agreement embodies the complete agreement and understanding among the parties hereto with respect to Employee's employment with the Park

District and supersedes and preempts any prior understandings, agreements or representations by or among the parties, written or oral, which may have related to such employment in any way.

5. Withholding of Taxes and Other Employee Deductions. The Park District may withhold from any benefits and payments made pursuant to this Agreement all federal, state, city and other taxes as may be required pursuant to any law or governmental regulation or ruling and all other normal employee deductions made with respect to the Park District's employees generally.

6. Counterparts. This Agreement may be executed in one or more counterparts (including means of facsimile), each of which shall be deemed an original but all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed his Agreement as of the date first set forth above.

COMPANY:

THE PARK DISTRICT OF THE CITY  
OF FARGO

By: Mary C. Johnson  
Its: \_\_\_\_\_

By: Jeff Felt  
Its: \_\_\_\_\_

EMPLOYEE:

Joel Vettel  
Joel Vettel

## **Schedule A Benefits**

As of the Effective Date, the Park District provides the following specific benefits:

- **Health Insurance:** The Park District shall provide health insurance to Employee and his/her spouse and eligible dependents in accordance with Park District policies. See attached Summary Plan Description of the Park District's Health Benefits. The employer pays 75% of the monthly premium.
- **Dental Insurance:** The Park District shall provide dental insurance to the Employee and his/her spouse and eligible dependents in accordance with the Park District policies. See attached Summary Plan Description of the Park District's Dental Benefits. The employer pays 100% of the single coverage.
- **Long Term Disability Insurance:** The Park District shall provide disability insurance to Employee and pay 100% of the premium for such disability insurance in accordance with the Park District's plans and policies for employees similarly situated to Employee.
- **Life Insurance:** The Park District shall provide life insurance to Employee, and pay 100% of the premium for such life insurance in accordance with Company plans and policies for employees similarly situated to Employee. Policy pays \$20,000 in coverage. Additional coverage available at Employee expense.
- **Cafeteria Plan:**
  - Medical Reimbursement
  - Dependent Care
  - Optional Products – Cancer, Hospital Indemnity, Accident, Disability, Vision
- **Pension Fund NDPERS:** Employee is required to participate in the pension plan through NDPERS. The Employee contributes 7% of his/her monthly salary with the Employer contributing 8.26%.
- **457 Retirement Plan:** Employee shall be allowed to participate in the Company's 457 plan upon eligibility.
- **Other Expense Reimbursements:** The Park District shall reimburse Employee for travel, lodging, meal and other expenses pursuant to the terms and conditions of the Company's expense reimbursement policies applicable to similar situated employees of the Park District.
- **EAP:** Employee Assistance Program is available to all employees through The Village Family Services.

- **Vacation:**

Benefit Eligibility Date-3 years...8 hours per month  
4-7 years...10 hours per month\*\*  
8-12 years...12 hours per month  
13-18 years...14 hours per month  
19+ years...16 hours per month  
Maximum vacation leave hours: 240

\*\*Employee will commence his employment as if starting his 4<sup>th</sup> year or  
at 10 hours per month

- **Sick:**

1-10 years...8 hours per month  
11 years +...12 hours per month  
Maximum sick leave hours: 960

- **Holidays:** Ten (10) paid Holidays per year.

New Year's Day  
President's Day  
Good Friday  
Memorial Day  
Independence Day  
Labor Day  
Veteran's Day  
Thanksgiving Day  
Friday after Thanksgiving  
Christmas Day

- **Car Allowance/Mileage:** \$800 per month

- **Cell Phone:** Company provided, Employee responsible for personal portion

- **Credit Union:** Employees are eligible to join City and County Employees Credit Union.

Attachment – Job Description



## **EXECUTIVE DIRECTOR JOB DESCRIPTION**

### **GENERAL DESCRIPTION**

The Executive Director is the chief administrative officer of the Fargo Park District (the "Park District"). The Executive Director is responsible for implementation of Park District policy and the overall management of the Park District's parks and recreation system. The primary function of the Executive Director is to carry out the Park District's statutory responsibilities and to administer and follow the policies adopted by the Park District's Board of Commissioners (the "Board"). All departments and divisions of the Park District will report to the Executive Director. The Executive Director shall be the official spokesperson for all communications between the employees of the Park District and the Board.

### **SUPERVISION RECEIVED**

This position comes under the direct supervision of the Board. The Executive Director is responsible to, and enforces the workplace expectations and policies of the Park District and Board.

### **SUPERVISION EXERCISED**

The Executive Director directly supervises the Director of Recreation, Director of Parks, Director of Finance, Director of Human Resources, Director of Cultural Arts, Director of Courts Plus Community Fitness Center and the Director of Valley Senior Services as well as indirectly supervises all other Park District employees and volunteers.

### **ESSENTIAL FUNCTIONS/RESPONSIBILITIES:**

#### **1. General Administration**

- Through each department director, responsible for the planning, organizing, promoting and directing programs of recreational services that meet the needs and desires of the community.
- Recommend policies, plans and programs, and provide the Board with information necessary to the Board's policy-making functions.
- Organize and supervise an efficient administrative organization for the Park District.
- Develop, review, analyze and implement operational procedures required to effectively manage the day-to-day operations of the Park District and implement Board approved policies.
- Oversee the development and maintenance of all Park District parks and facilities to meet the needs of the community.



## **2. Leadership and Planning**

- Oversee the recommended goals and objectives for the Park District's operation, and develop strategies for achieving these goals and objectives.
- Represent the Park District in all matters pertaining to zoning changes, land development, and related concerns which affect the Park District's current and future interests.
- Make recommendations to the Board concerning land acquisitions and facility development.
- Work with the Board and citizen committees and implement methods of involving the public in the Park District's planning/decision making process.

## **3. Financial Management**

- Develop and recommend to the Board a multi-year financial plan and the yearly working budget, appropriation ordinance, prevailing wage ordinance and tax levy ordinance following a specific timeline.
- Exercise sound fiscal management by reviewing and analyzing current fiscal conditions and projecting financial needs and resources.
- Plan and coordinate efforts to receive federal, state and local funds to assist the Park District's operations.
- Administer the budget in consultation with the Park District's Director of Finance, to include directing, investing, controlling and accounting for the receipt and expenditure of Park District funds in accordance with the approved budget and state law, and supervising the keeping of detailed and accurate financial records.

## **4. Personnel**

- Conduct staff meetings, establish staff training programs, supply the staff with significant information, and explain and interpret Board policy to the staff, all in an effort to enhance staff capabilities and maintaining open and effective staff relations.
- Act as the official means of communication between the employees of the Park District and the Board.
- Directly supervise and evaluate the Director of Recreation, Director of Parks, Director of Finance, Director of Human Resources, Director of Cultural Arts, Director of Courts Plus Community Fitness Center and Director of Valley Senior on an annual basis.
- Select or assist in the selection of administrative and supervisory personnel.
- Maintain an effective personnel administration program that includes a policy manual, job descriptions, evaluation procedures, clear performance standards, hiring and dismissal procedures, salary and fringe benefit plans as well as affirmative action and training.
- Work with the Board and department heads in determining current and future staffing needs and appropriate personnel organization.
- Assist in developing a program for the continuing use of volunteers.

## **5. Public Relations**

- Maintain good relations with the public, accurately represent to the Board the needs of various groups within the community, and develop, maintain and supervise an effective program for handling citizen complaints and inquiries.

- Develop and maintain a comprehensive marketing program to promote the Park District's image, parks, facilities, programs and special events.
- Act as the representative of the Park District, or select and assist department heads, in providing information to the news media to supply information to the public Park District programs.
- Advise the Park District staff as to the importance of maintaining courteous relations with the public.
- Promote the Park District by participating and representing the Park District at various governmental, civic and community functions.

#### **6. Legal**

- Become familiar with the Park District policies, as well as other federal, state and local statutes and ordinances, which affect Park District operations.
- Work with the Park District's attorneys in conjunction with Board-established policies, procedures and directives in handling of the Park District's legal matters.
- Review proposed state legislation, subject to Board direction, promote and support the matters that are important to the Park District's mission.

#### **7. Safety, Health and Loss Control**

- Support and promote all policies relating to safety, health and loss control as approved by the Board.
- Require all responsible personnel to provide regular and timely reports and summaries of incidents within the realm of safety, health and loss control.
- Review all safety policies, accident/injury reports and suggestions relative to safety and loss control in a timely fashion so as to maintain a safe and healthy Park District organization.

#### **8. Professional**

- Subject to Board approval, maintain membership in significant professional organizations, and participate in workshops, conferences, seminars and programs designed to promote professional development.
- Be aware of new developments, trends and innovation in professional management of parks and recreation service systems.

#### **OTHER RESPONSIBILITIES**

Other job related duties as assigned by the Board.

#### **GENERAL QUALIFICATIONS/REQUIREMENTS**

- Excellent verbal and written communicate skills with ability to effectively engage with an array of diverse organizations, groups and individuals.
- Must have experience in the creation of a sound fiscal program including: forecasting, budgeting, and development of projects and other alternative funding, which demonstrates successful administration and budget management.

- Must have proven successful leadership in an organization and have a passion for achieving results with the ability to think and act strategically and stimulate others to do the same.
- Be a resident of Fargo, North Dakota, or be willing to relocate to Fargo within 6 months of accepting the Executive Director position.
- Be highly motivated, enthusiastic and professional in leading a progressive organization.
- Exceptional ability to analyze organizational strengths and weaknesses, be visionary, innovative and creative in implementing long-term plans and strategies to maintain the District's high level of service. Ability to interface effectively and establish relationships, collaboratively working side by side with the community, public entities and other agencies.
- Knowledge and understanding of the importance of the board/executive director relationship and the ability to effectively engage and maintain a positive working relationship with the Commissioners.
- Ability to effectively administer and manage all facets of a park district, including personnel and programs.
- Ability, skills and willingness to exercise patience, mentoring, and staff development while ensuring effective relationships based on trust and confidence.
- Knowledge of accepted practices and laws concerning personnel management, to include hiring, discipline, and evaluations.
- Demonstrated excellent organizational skills.
- Knowledge of efficient supervisory and personnel practices; motivating, coaching and leading.
- Computer fluency related to the understanding of social media for purposes of communicating information, recruiting, etc.
- Ability to work with minimum supervision.
- Ability to attend frequent meetings, workshops, and conferences during non-business hours.

#### **DESIRED QUALIFICATIONS**

- Working knowledge of rules, regulations, and ordinances pertaining to recreation programs and facilities.
- Ability to understand the recreation needs of the community and to formulate programs designed to meet these needs.
- Ability to develop, organize and direct a comprehensive community park and recreation program.

- Ability to develop, organize and direct a program of acquisition, construction and maintenance of park areas and facilities.
- The Executive Director shall have certification status as a Parks and Recreation Professional in accordance with the standards of the NDPRA and NRPA or, alternatively, obtain such certification within one (1) year of commencing employment with the Park District and maintain such certification throughout employment with the Park District.

### **EDUCATION AND EXPERIENCE REQUIREMENTS**

A bachelor's degree from an accredited college or university with major course work in business management, public or business administration, parks and recreation administration, or a relevant field of study is required. The Executive Director shall have at least five (5) years of related experience in an upper level management/administrative position, preferably in the field of parks and recreation that clearly demonstrates the knowledge, skills, and abilities to perform the essential functions of the position.

Park District of Fargo is a public body under North Dakota law and thus is subject to the open records and open meeting laws under NDCC Chapter 44-04. An applicant's job application for the Executive Director position, and any supporting documents, will be available for inspection by any person or the news media upon request made to the Park District.

*The Fargo Park District provides equal opportunity to all employees and applicants for employment in accordance with all applicable equal opportunity/affirmative action laws, directives, and regulations of federal, state, and local governing bodies or agencies.*

# Exhibit A



## Executive Director

**Department:** Executive

**Last Revised:** December 2017

**Reports To:** The Park Board

**Status:** Full Time / Regular

**EEO Job Category:** Officials & Executives

**Job No.:** 1-001

**Supervises:** Deputy Director, Executive Assistant

**Pay Type & Grade:** Exempt  
Grade 22

### Summary

The Executive Director is the chief administrative officer of the Fargo Park District (the "Park District"). The Executive Director is responsible for implementation of Park District policy and the overall management of the Park District's parks and recreation system. The primary function of the Executive Director is to carry out the Park District's statutory responsibilities and to administer and follow the policies adopted by the Park District's Board of Commissioners (the "Board"). All departments and divisions of the Park District will report to the Executive Director. The Executive Director shall be the official spokesperson for all communications between the employees of the Park District and the Board.

### Qualifications

**Education/Experience** – A bachelor's degree from an accredited college or university with major course work in business management, public or business administration, parks and recreation administration, or a relevant field of study is required. The Executive Director shall have at least five (5) years of related experience in an upper level management/administrative position, preferably in the field of parks and recreation that clearly demonstrates the knowledge, skills, and abilities to perform the essential functions of the position.

**Credentials/Licenses/Certifications** – Must possess a valid driver's license.

### **Other –**

- Working knowledge of rules, regulations, and ordinances pertaining to recreation programs and facilities.
- Ability to understand the recreation needs of the community and to formulate programs designed to meet these needs.
- Ability to develop, organize and direct a comprehensive community park and recreation program.
- Ability to develop, organize and direct a program of acquisition, construction and maintenance of park areas and facilities.

- Maintain a positive and professional working relationship with peers, management, and support resources, with a constant commitment to teamwork and radical customer service. Live the company core values of; passion, intentional leadership, sincerity and solution engineers.
- The Executive Director shall have certification status as a Parks and Recreation Professional in accordance with the standards of the NDPRA and NRPA or, alternatively, obtain such certification within one (1) year of commencing employment with the Park District and maintain such certification throughout employment with the Park District.
- Maintain a positive and professional working relationship with peers, management, and support resources, with a constant commitment to teamwork and radical customer service. Live the company core values of; passion, intentional leadership, sincerity and solution engineers.

### **Essential Functions**

Evaluation of this position is based primarily on performance of the following essential functions, which include, but are not limited to:

- General administration through each department director, responsible for the planning, organizing, promoting and directing programs of recreational services that meet the needs and desires of the community.
- Recommend policies, plans and programs, and provide the Board with information necessary to the Board's policy-making functions.
- Organize and supervise an efficient administrative organization for the Park District. Develop, review, analyze and implement operational procedures required to effectively manage the day-to-day operations of the Park District and implement Board approved policies.
- Oversee the development and maintenance of all Park District parks and facilities to meet the needs of the community. Oversee the recommended goals and objectives for the Park District's operation, and develop strategies for achieving these goals and objectives.
- Represent the Park District in all matters pertaining to zoning changes, land development, and related concerns which affect the Park District's current and future interests. Make recommendations to the Board concerning land acquisitions and facility development. Work with the Board and citizen committees and implement methods of involving the public in the Park District's planning/decision making process.
- Develop and recommend to the Board a multi-year financial plan and the yearly working budget, appropriation ordinance, prevailing wage ordinance and tax levy ordinance following a specific timeline.
- Exercise sound fiscal management by reviewing and analyzing current fiscal conditions and projecting financial needs and resources.
- Plan and coordinate efforts to receive federal, state and local funds to assist the Park District's operations.

- Plan and coordinate efforts to receive federal, state and local funds to assist the Park District's operations.
- Administer the budget in consultation with the Park District's Director of Finance, to include directing, investing, controlling and accounting for the receipt and expenditure of Park District funds in accordance with the approved budget and state law, and supervising the keeping of detailed and accurate financial records.
- Conduct staff meetings, establish staff training programs, supply the staff with significant information, and explain and interpret Board policy to the staff, all in an effort to enhance staff capabilities and maintaining open and effective staff relations. Act as the official means of communication between the employees of the Park District and the Board.
- Directly supervise and evaluate the Director of Recreation, Director of Parks, Director of Finance, Director of Human Resources, Director of Cultural Arts, Director of Courts Plus Community Fitness Center and Director of Valley Senior on an annual basis. Select or assist in the selection of administrative and supervisory personnel.
- Maintain an effective personnel administration program that includes a policy manual, job descriptions, evaluation procedures, clear performance standards, hiring and dismissal procedures, salary and fringe benefit plans as well as affirmative action and training.
- Work with the Board and department heads in determining current and future staffing needs and appropriate personnel organization.
- Assist in developing a program for the continuing use of volunteers.
- Maintain good relations with the public, accurately represent to the Board the needs of various groups within the community, and develop, maintain and supervise an effective program for handling citizen complaints and inquiries.
- Develop and maintain a comprehensive marketing program to promote the Park District's image, parks, facilities, programs and special events. Act as the representative of the Park District, or select and assist department heads, in providing information to the news media to supply information to the public Park District programs. Advise the Park District staff as to the importance of maintaining courteous relations with the public. Promote the Park District by participating and representing the Park District at various governmental, civic and community functions.
- Become familiar with the Park District policies, as well as other federal, state and local statutes and ordinances, which affect Park District operations. Work with the Park District's attorneys in conjunction with Board-established policies, procedures and directives in handling of the Park District's legal matters. Review proposed state legislation, subject to Board direction, promote and support the matters that are important to the Park District's mission.
- Support and promote all policies relating to safety, health and loss control as approved by the Board. Require all responsible personnel to provide regular and timely reports and summaries of incidents within the realm of safety, health and loss control. Review all safety policies, accident/injury reports and suggestions relative to safety and loss control in a timely fashion so as to maintain a safe and healthy Park District organization.

- Subject to Board approval, maintain membership in significant professional organizations, and participate in workshops, conferences, seminars and programs designed to promote professional development.
- Be aware of new developments, trends and innovation in professional management of parks and recreation service systems.

### **Other Functions**

Evaluation of this position may also be based on occasional performance of the following other functions, which include, but are not limited to:

- Excellent verbal and written communicate skills with ability to effectively engage with an array of diverse organizations, groups and individuals.
- Must have experience in the creation of a sound fiscal program including: forecasting, budgeting, and development of projects and other alternative funding, which demonstrates successful administration and budget management.
- Must have proven successful leadership in an organization and have a passion for achieving results with the ability to think and act strategically and stimulate others to do the same.
- Be a resident of Fargo, North Dakota, or be willing to relocate to Fargo within 6 months of accepting the Executive Director position.
- Be highly motivated, enthusiastic and professional in leading a progressive organization.
- Exceptional ability to analyze organizational strengths and weaknesses, be visionary, innovative and creative in implementing long-term plans and strategies to maintain the District's high level of service.
- Ability to interface effectively and establish relationships, collaboratively working side by side with the community, public entities and other agencies.
- Knowledge and understanding of the importance of the board/executive director relationship and the ability to effectively engage and maintain a positive working relationship with the Commissioners.
- Ability to effectively administer and manage all facets of a park district, including personnel and programs.
- Ability, skills and willingness to exercise patience, mentoring, and staff development while ensuring effective relationships based on trust and confidence.
- Knowledge of accepted practices and laws concerning personnel management, to include hiring, discipline, and evaluations.
- Demonstrated excellent organizational skills.
- Knowledge of efficient supervisory and personnel practices; motivating, coaching and leading.
- Computer fluency related to the understanding of social media for purposes of communicating information, recruiting, etc.



- Ability to work with minimum supervision.
- Ability to attend frequent meetings, workshops, and conferences during non-business hours.

### **Success Factors**

To successfully perform this job, the following training, knowledge and abilities are required:

- **Required Training:** All Fargo Park District employees are required to complete all general mandatory training. These include, but are not limited to, blood borne pathogens, emergency communications, hazardous communications, slip/trips/falls, personal protective equipment, sexual and other forms of harassment, drug free workplace, violence in the workplace, fire prevention, concealed weapon, personal appearance/dress code, social media, distracted driving, cell phone use, ethics and Park District computer use. Specialized and/or position specific safety training may be required.
- **Knowledge/Skills:** Must have advanced knowledge of Fargo Park District programs, operations, and facilities. Must possess significant knowledge of management principles and practices, and display sound judgment and leadership skills. Deals with confidential information, builds and maintains relationships. Understands group dynamics and relationship management.
- **Staff Development:** Must develop staff in such a manner that each individual maximizes their potential. Such development should be consistent with any applicable succession plan.
- **Language/Mathematical Skills:** Ability to communicate effectively, both verbally and in writing. Ability to perform math related to budget, contract, reports, etc., consistent with the essential functions of the job.
- **Reasoning Ability:** Ability to research, plan, implement, problem-solve, and evaluate programs, activities and operations. Ability to discern and effectively address relevant issues. Ability to trouble-shoot and adopt creative solutions. Uses critical and systems thinking.
- **Attendance:** Regular and predictable attendance is expected and required. All Fargo Park District employees must be prepared to work flexible schedules, including evenings, weekends and/or holidays as required.
- **Other:** Must possess positive customer service attitude and image, dependability, good judgment, diplomacy and appropriate confidentiality to all internal and external stakeholder groups. Must communicate effectively with all stakeholders. Ability to give and receive criticism with diplomacy. Ability to hold crucial conversations when needed.

### **Physical Demands and Work Environment**

Essential Physical Requirements	Occasional	Frequent	Continuous
Lifting – Carry	Up to 20 lbs.		
Lift			
Floor to Waist	Up to 20 lbs.		
Waist to Shoulder	Up to 20 lbs.		
Shoulder to Overhead	Up to 20 lbs.		
Push/Pull	✓		
Outdoors	✓		
Standing/Walking	✓		
Sitting		✓	
Bending + Reach	✓		
Twisting	✓		

Work is generally conducted in an office setting. The employee may be subject to adverse conditions which may include exposure to bloodborne pathogens, communicable diseases, undesirable weather and potentially infectious materials.

### **Pre-Hire Requirements**

<b>Criminal Background:</b>	YES
<b>Motor Vehicle:</b>	YES
<b>Social Security Trace:</b>	YES
<b>Credit:</b>	YES
<b>Prior Employment:</b>	YES
<b>Education:</b>	YES
<b>Drug Screen:</b>	NO

### **General Expectations**

The employee is to report suspected or actual harassment, abuse/neglect to the chain of command and work effectively and cooperatively with others inside/outside the agency. Must possess a valid North Dakota driver's license and reliable transportation in case of driving within or beyond the Park District is required.

Preserving valid certifications, licensure or registration is expected for those positions that require such in order to continue employment. It is essential for the employee to maintain all training required by the position.

The Fargo Park District promotes a non-hostile and non-discrimination work environment. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions of the job. Employees must adhere to respectful conduct and language at all times. The Board of Park Commissioners

expects all employees to follow the department and Park District policies/procedures, rules and regulations.



# Exhibit B

## Fargo Park District Executive Director

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**Compensation Range: up to \$140,000/year**  
**Position is exempt.**

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### **BENEFITS**

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Health Insurance:	Employee pays 25% of monthly premium. Employer pays 75% of monthly premium.
Dental Insurance:	Single Coverage. Employer pays 100%. Couple, Single with Dependents or Family Coverage. Employee contribution.
Long Term Disability Insurance:	Employer paid.
Life Insurance:	\$50,000 coverage on employee life. Employer paid.
Pension Fund NDPERS	Employee contributes 7.0% of monthly salary. Employer contributes 8.26%.
Optional Insurances:	Presently 2 companies offer various insurances: (Cancer, Hospital Confinement Indemnity, Accident, Disability, Vision, etc.) through payroll deduction. Employee paid.
Flexible Benefits Plan:	This plan allows you to pre-tax qualified insurance premiums, child care and medical expenses.
Credit Union:	Employees are eligible to join City & County Employees Credit Union.
EAP:	Employee Assistance Program available.
457 Retirement Plans:	Eligible at time of employment.
Vacation Earnings:	Benefit Eligibility Date-3 years...8 hours per month 4-7 years...10 hours per month 8-12 years...12 hours per month 13-18 years...14 hours per month 19+ years...16 hours per month Maximum carry-over hours to the next year: 240
Sick Leave Earnings:	1-10 years...8 hours per month 11 years +...12 hours per month Maximum sick leave hours: 960
Holidays:	Ten (10) paid Holidays per year.
Cell Phone:	Company provided, Employee responsible for personal portion