

**EMPLOYMENT CONTRACT
BETWEEN**

THERESA MOORE (BUILDING SECRETARY)

**AND THE
BOARD OF EDUCATION OF
BELLE VALLEY SCHOOL DISTRICT No. 119**

This Employment Contract made and entered into this 16th day of July, 2024, by and between the Board of Education of the Belle Valley School District No. 119 of Belleville, IL, hereinafter referred to as the DISTRICT, and Theresa Moore hereinafter referred to as the BUILDING SECRETARY.

WHEREAS, the DISTRICT desires to provide the BUILDING SECRETARY with a written Employment Contract in order to enhance DISTRICT stability and continuity within the schools which the DISTRICT believes generally improves the quality of its overall educational program; and, WHEREAS, the DISTRICT and the BUILDING SECRETARY believe that a written Employment Contract is necessary to describe specifically their relationship and to serve as the basis of effective communication between them as they fulfill their governance and DISTRICT functions in the operation of the education program of the schools; and

NOW, THEREFORE, the DISTRICT and the BUILDING SECRETARY, for the consideration herein specified, agree as follows:

1. TERM:

The DISTRICT, in consideration of the promises herein contained of the BUILDING SECRETARY, hereby employs, and the BUILDING SECRETARY hereby accepts employment as the BUILDING SECRETARY for a term commencing **July 1, 2024 through June 30, 2027**.

The DISTRICT may by specific action and with the consent of the BUILDING SECRETARY extend the termination date of the existing contract to such later date as may be mutually agreed.

2. AUTHORITY OF SCHOOL BOARD/DISTRICT AND BUILDING SECRETARY.

The DISTRICT, on its own behalf and on behalf of the electors of the DISTRICT, and the BUILDING SECRETARY hereby retain and reserve all power, rights, authority, duties and responsibilities conferred upon and invested in it and in them respectively by the laws and the Constitution of the State of Illinois save for any power or rights limited by the express terms of this Agreement.

3. **PROFESSIONAL SERVICES:**

During the term of this Employment Contract, in consideration of the employment, compensation, and other conditions and benefits set forth herein the BUILDING SECRETARY shall put forth her best efforts; shall provide quality professional services; and, shall faithfully perform the duties and discharge the responsibilities assigned to her as the BUILDING SECRETARY. The BUILDING SECRETARY shall provide Two hundred days (200) of full and regular service each year including sick leave, exclusive of legal school holidays and district designated time off in each school year of the Agreement. The Superintendent has the discretion to add up to 20 working days each year depending on the workload needed to fulfill the District's needs.

4. **RESPONSIBILITIES:**

The following shall be the responsibilities of the BUILDING SECRETARY:

- A. The BUILDING SECRETARY shall diligently and conscientiously devote full and exclusive time and attention, and best efforts, to the discharge of duties as a BUILDING SECRETARY in the District. Duties include those contained in the 10-month secretary job description along with the duty of assigning and placing substitutes teacher. At times the assignment of substitutes teachers may fall outside of normal working hours. This duty and the time required to fill vacant teacher positions with substitutes are part of the BUILDING SECRETARY job duties.
- B. The BUILDING SECRETARY shall report to and be under the direct supervisor of the Superintendent of Schools or the Superintendent's designee.
- C. The BUILDING SECRETARY shall carry out those duties and responsibilities assigned to the BUILDING SECRETARY by the Superintendent or the Superintendent's designee.
- D. The BUILDING SECRETARY shall perform her duties in accordance with the provisions of the School Code and the policies and directives of the Board of Education duly adopted and promulgated by official action of the Board.

5. **PROFESSIONAL GROWTH OF BUILDING SECRETARY:**

The DISTRICT encourages the continuing professional growth of the BUILDING SECRETARY through her participation, as she might decide, in light of her responsibilities as the BUILDING SECRETARY, in:

- A. the operations, programs, and other activities conducted or sponsored by local, state, and national school administrator and school board associations
- B. seminars and courses offered by public or private educational institutions; and
- C. informational meetings with other persons whose skills or backgrounds would serve to improve the capacity of the BUILDING SECRETARY to perform her professional responsibilities for the DISTRICT.

6. **COMPENSATION:**

The DISTRICT shall compensate the BUILDING SECRETARY at a rate of **\$39,250** annually, paid bi-monthly and effective **July 1, 2024**.

The DISTRICT shall evaluate the BUILDING SECRETARY'S compensation annually during the term of this agreement, beginning July 1, 2025, and may be further increased at the discretion of the Board of Education. But in no event shall she be paid less than the compensation she is then presently receiving. Any adjustment in compensation made during the life of this contract shall be in the form of an amendment and become part of this contract, but it shall not be deemed that the DISTRICT and BUILDING SECRETARY have entered into a new contract, nor that the termination date of the existing contract has been extended.

7. **FRINGE BENEFITS:**

In addition to compensation described in paragraph 6, the BUILDING SECRETARY shall be entitled to all fringe benefits and not less than the fringe benefits which are currently provided to other certified employees as set forth in the DISTRICT'S Union contract.

- A. Sick Leave. Sick leave days shall accumulate at the rate of twelve (12) days per year.
- B. Personal Leave. The BUILDING SECRETARY will receive two (2) personal leave days each school year. Requests for such leave must be made with the Superintendent and in accordance with requests made by other district office staff. Personal leave days not used shall accumulate as sick leave.
- C. Hospitalization/Major Medical Benefits. The Board shall provide the same hospitalization and major medical insurance for the BUILDING SECRETARY and the member(s) of the BUILDING SECRETARY's immediate family that the certified teaching staff is entitled to in any given year. The BUILDING SECRETARY shall have an opportunity to waive hospitalization insurance and to receive instead an increase in salary equal to \$200.00 (two hundred dollars) per month. **Insurance begins one month after the first premium payment.**

Waivers for hospitalization shall be completed by September 1, of the school year. Such waivers shall be irrevocable for the duration of the school year, except that an employee may re-enroll in the health plan if there is a change in family status.

- D. Attendance Bonus. A bonus of \$350.00 (three hundred and fifty dollars) for a full year of attendance with no absence of any kind except holidays and vacation days or a bonus of \$200.00 (two hundred dollars) for only one day of absence will be paid on the June 25 payday annually. Days lost to death for a spouse, parent, child, or administration approved workshop absence shall not preclude eligibility.

- E. Retirement Bonus. Upon retiring from the profession, a retirement bonus shall be paid to the BUILDING SECRETARY in the amount of eight thousand (\$8,000) dollars provided at least 20 years have been as BUILDING SECRETARY of the Belle Valley School District; ten thousand (\$10,000) dollars provided at least 25 years. Payment of the above amount shall be made on or before the last pay period of the contract year in which written notice of termination of employment is given unless the BUILDING SECRETARY gives prior notice.

Should the BUILDING SECRETARY submit an irrevocable letter of resignation from the retirement purposes by May 1st, 4 (four) years prior to the year in which the BUILDING SECRETARY intends to retire; the bonus dollars will be equally paid out over the four (4) years prior to retirement. The year in which the irrevocable letter of retirement is submitted will be counted as the first year of the four years.

- F. Bereavement leave shall be granted for the death of the above mentioned “immediate” family. Up to three (3) days are allowed for each death and are not counted against sick days. These days, if not used, do not accumulate.

8. **PROFESSIONAL LIABILITY:**

- A. The DISTRICT agrees that it shall defend, hold harmless and indemnify the BUILDING SECRETARY from any and all demands, claims, suits, actions and legal proceedings brought against the BUILDING SECRETARY in her individual capacity, or her official capacity as agent and employee of the DISTRICT, provided the incident arose while the BUILDING SECRETARY was acting within the course and scope of her employment and excluding criminal litigation and as such liability coverage is within the authority of the school board to provide under state law, except that in no case will individual board members be considered personally liable for defending, holding harmless or indemnifying the BUILDING SECRETARY against such demands, claims, suits, actions and legal proceedings.
- B. The DISTRICT shall not, however, be required to pay any costs of any legal proceedings in the event the DISTRICT and BUILDING SECRETARY have adverse interests in such litigation.

9. **EVALUATION:**

The Superintendent shall evaluate and assess the performance of the BUILDING SECRETARY at least once a year during the term of this contract. The evaluation and assessment shall be reasonably related to the position description of the BUILDING SECRETARY.

In the event the Superintendent determines that the performance of the BUILDING SECRETARY is unsatisfactory in any respect, he shall describe in writing, in reasonable detail, specific instances of unsatisfactory performance. The evaluation shall include recommendations as to improvements in all instances where the Superintendent deems performance to be unsatisfactory. A copy of the written evaluation shall be delivered to the BUILDING SECRETARY. The BUILDING SECRETARY shall have the right to make a written reaction or response to the evaluation. This response shall become a permanent attachment to the BUILDING SECRETARY’S personnel file. The Superintendent’s evaluation and BUILDING SECRETARY’S response shall be private and in no manner become public knowledge or

record. Within thirty (30) days of the delivery of the written evaluation to the BUILDING SECRETARY or as soon thereafter as is reasonably practicable, the Superintendent shall meet with the BUILDING SECRETARY to discuss the evaluation.

10. **TERMINATION OF EMPLOYMENT CONTRACT:**

This Employment Contract or any extension or renewals hereof may be terminated by:

- A. Mutual agreement by the parties, under such terms and conditions as are mutually agreed upon.
- B. Retirement or resignation of the BUILDING SECRETARY with sixty (60) days' notice.
- C. Discharge for Cause.

Discharge for cause shall occur in accordance with the provisions and for such reasons set forth in the Public School Code, as amended and/or for breach of terms and conditions of this contract.

- D. Death of the BUILDING SECRETARY.

All salary and benefits shall cease upon date of death, except any and all death benefits, employee Benefits property payable to survivors of the BUILDING SECRETARY and life insurance coverage in place on the day prior to death.

11. **WAIVER OF BREACH:**

The waiver of the DISTRICT of due performance of or compliance with any provisions of this Agreement by the BUILDING SECRETARY shall not operate or be construed as a waiver of due performance or compliance by the BUILDING SECRETARY thereafter.

12. **SEVERABILITY:**

If any provision of this Agreement shall, for any reason, be adjudged by any court of competent jurisdiction to be invalid or unenforceable, such judgment shall not affect, impair or invalidate the remainder of this Agreement.

13. **APPLICABLE LAW:**

This agreement shall be construed in accordance with the laws of the State of Illinois.

14. **HEADINGS:**

The headings in this Agreement are for convenience only and shall not be considered as part of this Agreement.

15. **MODIFICATION:**

No waiver, change or modification of any of the terms of this Agreement shall be binding unless in writing and signed by both parties to this Agreement.

IN WITNESS WHEREOF, DISTRICT has caused this Employment Contract to be approved in its behalf by a duly authorized officer and BUILDING SECRETARY has approved this Employment Contract effective on the day and year specified in Paragraph 1.

BOARD OF EDUCATION OF THE
BELLE VALLEY SCHOOL DISTRICT No. 119

BUILDING SECRETARY

By: _____
President

Secretary, Board of Education