

**EMPLOYMENT CONTRACT
BETWEEN

MARGOT HOLT

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

This Employment Contract, made and entered into this 16th day of April, 2019, 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 Margot Holt hereinafter referred to as the DIRECTOR OF BUSINESS.

WHEREAS, the DISTRICT desires to provide the DIRECTOR OF BUSINESS with a written Employment Contract in order to enhance administrative 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 DIRECTOR OF BUSINESS 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 administrative functions in the operation of the education program of the schools; and

WHEREAS, the Board of Education of the District, at a regularly scheduled meeting duly and properly called on the 16th day of April, 2019, did approve employment of Margot Holt, to the position of DIRECTOR OF BUSINESS for the DISTRICT to succeed Joan McKay upon her retirement; **For the purpose of clarification, Margot Holt will be hired as the DIRECTOR OF BUSINESS “in training” until the retirement of Joan McKay, at which time she will become the DIRECTOR OF BUSINESS.**

NOW, THEREFORE, the DISTRICT and the DIRECTOR OF BUSINESS, for the consideration herein specified, agree as follows:

1. **TERM:**

The DISTRICT, in consideration of the promises herein contained of the DIRECTOR OF BUSINESS, hereby employs, and the DIRECTOR OF BUSINESS hereby accepts employment as the DIRECTOR OF BUSINESS for a term commencing **May 22, 2019 through June 30, 2022.**

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

2. **AUTHORITY OF SCHOOL BOARD/DISTRICT AND DIRECTOR OF BUSINESS.**

The DISTRICT, on its own behalf and on behalf of the electors of the DISTRICT, and the DIRECTOR OF BUSINESS 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 DIRECTOR OF BUSINESS 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 DIRECTOR OF BUSINESS. The DIRECTOR OF BUSINESS shall provide twelve (12) months of full and regular service each year including sick leave, exclusive of legal school holidays, district designated vacation periods and vacation days in each school year of the Agreement.

4. RESPONSIBILITIES:

The following shall be the responsibilities of the DIRECTOR OF BUSINESS:

- A. The DIRECTOR OF BUSINESS shall diligently and conscientiously devote full and exclusive time and attention, and best efforts, to the discharge of duties as a DIRECTOR OF BUSINESS in the District.
- B. The DIRECTOR OF BUSINESS shall report to, and be under the direct supervisor of the Superintendent of Schools.
- C. The DIRECTOR OF BUSINESS shall carry out those duties and responsibilities assigned to the DIRECTOR OF BUSINESS by the Superintendent.
- D. The DIRECTOR OF BUSINESS 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 DIRECTOR OF BUSINESS:

The DISTRICT encourages the continuing professional growth of the DIRECTOR OF BUSINESS through her participation, as she might decide in light of her responsibilities as the DIRECTOR OF BUSINESS, 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 particular skills or backgrounds would serve to improve the capacity of the DIRECTOR OF BUSINESS to perform her professional responsibilities for the DISTRICT.

In its encouragement, the DISTRICT shall reimburse the DIRECTOR OF BUSINESS for costs reasonably and necessarily incurred to attend and participate in meetings, conferences, conventions and seminars, approved by the Superintendent and related to the duties of her position or the education program of the DISTRICT.

6. **COMPENSATION:**

The DISTRICT shall compensate the DIRECTOR OF BUSINESS at a rate of **\$75,000** annually, paid bi-monthly and effective **July 1, 2019**. For the period of May ~~20~~ 2019 through June 30, 2019, the pay shall be prorated at an equivalent rate. In addition, the DIRECTOR OF BUSINESS, as board secretary, shall be paid a monthly stipend of **\$250.00** (two hundred and fifty dollars) for each regular board meeting. This stipend shall commence upon the retirement of Joan McKay.

The DISTRICT shall evaluate the DIRECTOR OF BUSINESS'S compensation annually during the term of this agreement, beginning July 1, 2020, 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 DIRECTOR OF BUSINESS 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 DIRECTOR OF BUSINESS shall be entitled to all fringe benefits and not less than the fringe benefits which are currently provided to other non-certified employees as set forth in the DISTRICT'S Union contract.

- A. Memberships. The DISTRICT shall pay directly, or reimburse the DIRECTOR OF BUSINESS for payment of Superintendent approved membership fees, and other costs for service or community organizations, including the annual membership dues for the Illinois Association of School Business Officials, Illinois CPA license and registration, and other professional groups membership in which the DIRECTOR OF BUSINESS feels it is necessary to maintain and improve her professional skills, as permitted by state law.
- B. Sick Leave. Sick leave days shall accumulate at the rate of twelve (12) days per year.
- C. Vacation. The DIRECTOR OF BUSINESS shall be entitled to ten (10) vacation days per year. Unused vacation days may be carried forward to the next year.
- D. Personal Leave. The DIRECTOR OF BUSINESS will receive two (2) personal leave days each school year. Requests for such leave must be made with the Superintendent and in accordance with the requests made by the certified faculty. Personal leave days not used shall accumulate as sick leave.
- E. Hospitalization/Major Medical Benefits. The Board shall provide the same hospitalization and major medical insurance for the DIRECTOR OF BUSINESS and the member(s) of the DIRECTOR OF BUSINESS's immediate family that the certified teaching staff is entitled to in any given year. The DIRECTOR OF BUSINESS 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. **Egyptian Trust 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.

- F. 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.

- G. Retirement Bonus. Upon retiring from the profession, a retirement bonus shall be paid to the DIRECTOR OF BUSINESS in the amount of eight thousand (\$8,000) dollars provided at least 20 years have been as DIRECTOR OF BUSINESS 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 DIRECTOR OF BUSINESS gives prior notice.

Should the DIRECTOR OF BUSINESS submit an irrevocable letter of resignation for the retirement purposes by May 1st, 4 (four) years prior to the year in which the DIRECTOR OF BUSINESS 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.

- H. 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. **MILEAGE REIMBURSEMENT:**

The DISTRICT shall reimburse the DIRECTOR OF BUSINESS for school district travel outside of the greater Belleville area at the maximum mileage reimbursement rate as established from time to time by the Internal Revenue Services.

9. **PROFESSIONAL LIABILITY:**

- A. The DISTRICT agrees that it shall defend, hold harmless and indemnify the DIRECTOR OF BUSINESS from any and all demands, claims, suits, actions and legal proceedings brought against the DIRECTOR OF BUSINESS in her individual capacity, or her official capacity as agent and employee of the DISTRICT, provided the incident arose while the DIRECTOR OF BUSINESS 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 DIRECTOR OF BUSINESS 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 DIRECTOR OF BUSINESS have adverse interests in such litigation.

10. **EVALUATION:**

The Superintendent shall evaluate and assess in writing the performance of the DIRECTOR OF BUSINESS 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 DIRECTOR OF BUSINESS.

In the event that the Superintendent determines that the performance of the DIRECTOR OF BUSINESS 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 DIRECTOR OF BUSINESS. The DIRECTOR OF BUSINESS shall have the right to make a written reaction or response to the evaluation. This response shall become a permanent attachment to the DIRECTOR OF BUSINESS'S personnel file. The Superintendent's evaluation and DIRECTOR OF BUSINESS'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 DIRECTOR OF BUSINESS or as soon thereafter as is reasonably practicable, the Superintendent shall meet with the DIRECTOR OF BUSINESS to discuss the evaluation.

11. **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 DIRECTOR OF BUSINESS 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 DIRECTOR OF BUSINESS.

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

12. **WAIVER OF BREACH:**

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

13. **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.

14. **APPLICABLE LAW:**

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

15. **HEADINGS:**

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

16. **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 DIRECTOR OF BUSINESS 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

By: Karen R. Krutz
President

Theresa L. Collins
Vice-President

Margot Holt
DIRECTOR OF BUSINESS