

EMPLOYMENT AGREEMENT

This Employment Agreement is made this 25th day of March 2014, by and between the IROQUOIS COUNTY EMERGENCY TELEPHONE SYSTEM BOARD, IROQUOIS COUNTY, ILLINOIS (hereinafter referred to as the "BOARD") and NITA L. DUBBLE.

Now, therefore, in consideration of the mutual covenants and consideration set forth herein, the BOARD and NITA L. DUBBLE hereby agree as follows:

I. TERM OF EMPLOYMENT

The BOARD hereby employs NITA L. DUBBLE, and NITA L. DUBBLE hereby accepts employment as the 9-1-1 Coordinator of Iroquois County and to perform all the duties statutorily and customarily attached to the position of 9-1-1 Coordinator, upon the terms and conditions of this Employment Agreement for a period of time commencing on March 25, 2014, and terminating on March 25, 2017, unless otherwise terminated at an earlier date as provided below.

II. POWERS AND DUTIES

A. NITA L. DUBBLE shall have charge of the administration of the Emergency Telephone System and act as its chief executive officer under the direction of the BOARD. The duties of the 9-1-1 Coordinator shall include, but not be limited to:

1. Oversight of the Iroquois County 9-1-1 system, including all duties prescribed by the Illinois Emergency Telephone System Act, Part 725 of the Illinois Administrative Code and all duties assigned by Iroquois County Ordinance or action of the BOARD.

2. Direct and oversee the operation of the Iroquois County Joint Dispatch Center.

3. Prepare an annual budget for the operation of the Iroquois County 9-1-1 System.

4. Hire all necessary Telecommunicators.

B. NITA L. DUBBLE also shall be responsible for communicating with the BOARD on a regular and continuing basis so that the BOARD is advised on a timely basis of matters which might require policy guidance from the BOARD. Communications shall include but not be limited to attendance at all BOARD meetings (unless otherwise directed) and submission to the BOARD of monthly and annual written reports on the status of the 9-1-1 System.

C. NITA L. DUBBLE shall comply with all BOARD rules and regulations (and all existing and future amendments thereto) governing the performance and conduct of BOARD employees which do not conflict with the express terms of this Employment Agreement.

III. HOURS OF WORK AND TIMEKEEPING REQUIREMENTS

A. NITA L. DUBBLE is expected to be at work during the 9-1-1 Center's normal office hours Monday through Friday (forty (40) hours per week). It is recognized that NITA L. DUBBLE must devote a great deal of time outside the normal office hours to business of the ETSB.

IV. SALARY

A. During the term of this Agreement, the BOARD shall pay NITA L. DUBBLE an hourly salary of \$26.91 per hour payable in biweekly installments. The salary of NITA L. DUBBLE may be adjusted during the term of this Employment Agreement by written agreement of the parties. Such salary adjustment shall be construed to be an amendment to the salary provision of this Employment Agreement, but shall not otherwise affect the provisions of this Employment Agreement.

B. Subject to applicable law, NITA L. DUBBLE shall be enrolled in the Illinois Municipal Retirement Fund. Each Party to this Agreement shall make the contributions to the Illinois Municipal Retirement Fund as required by law.

V. OTHER BENEFITS

A. NITA L. DUBBLE shall receive term life insurance coverage in an amount equal to \$10,000.00.

B. NITA L. DUBBLE shall be entitled to the same group health, eye, and dental insurance consistent with the same terms and conditions the BOARD offers said insurance to all other full-time employees and as the same may be changed from time to time by the BOARD for its employees.

C. NITA L. DUBBLE shall earn twenty days (4 weeks) of paid vacation annually, exclusive of legal holidays. Vacation allowances are earned annually on a calendar year basis for use during the subsequent calendar year. Vacation shall be taken within twelve (12) months of the calendar year in which it is earned. Vacation days cannot be accumulated or carried forward beyond the end of the calendar year in which they must be used. Separation pay will be given for any unused vacation time.

D. NITA L. DUBBLE shall receive eight (8) hours of personal time per calendar year to attend to personal business which cannot be rescheduled to off-duty hours. In no event shall personal leave be converted into cash compensation or carried over into subsequent calendar years.

E. NITA L. DUBBLE shall receive the following holidays off without loss of pay: New Year's Day, Martin Luther King Day, Lincoln's Birthday, Washington's Birthday/Presidents Day, Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, General Election, Veteran's Day, Thanksgiving, the Friday after Thanksgiving, ½ day Christmas Eve and Christmas Day. In no event shall holidays be converted into cash compensation or carried over into subsequent Agreement years. Should NITA L. DUBBLE be required to work any of the named holidays, she will be compensated with twelve (12) extra hours of holiday pay for any holiday worked.

F. NITA L. DUBBLE shall be entitled to eight (8) hours per month of sick leave annually. Unused sick leave hours may accumulate to a maximum of two hundred forty (240) hours or thirty (30) days. Upon accumulation of 240 hours of sick leave, NITA L. DUBBLE shall be entitled to be paid for accrued four (4) hours of sick leave per month. Separation pay will be given for any unused sick time at half pay.

G. NITA L. DUBBLE shall be entitled to up to three (3) consecutive workdays off without loss of pay in the event of the death of an immediate family member (defined as: parent, child (adopted or natural), spouse, brother, sister, step-child, step-parent, grandparents, grandchildren, or spouse's parents or siblings; and, relatives living in the same household with NITA L. DUBBLE or dependent upon NITA L. DUBBLE's care. Additional time off up to a total of three (3) consecutive days may be taken where needed to attend funerals of those persons defined above, or tend to business relating thereto, to be credited against sick leave for personal family reasons at the sole discretion of the BOARD Chairman.

H. NITA L. DUBBLE shall be entitled to accrue compensatory time off for overtime worked. Accrual of compensatory time shall be on a time and one-half basis (1 ½) for overtime hours worked. Compensatory time may be accrued to a total of sixty-four (64) hours in any given year and no more than 64 hours may be used in any given year. Compensatory time shall be used with approval of the BOARD. Any compensatory time that is unused by November of each year will be paid out at the then applicable rate of pay. Separation pay will be given for any unused compensatory time.

I. The aforementioned benefits may be adjusted and new benefits may be added during the term of this Employment Agreement by written agreement of the parties. Such adjustments and additions shall be construed to be an amendment to the benefits provision of the Employment Agreement, but shall not otherwise affect the provisions of this Employment Agreement.

VI. PARTICIPATION IN PROFESSIONAL AND COMMUNITY ACTIVITIES

A. NITA L. DUBBLE shall also be provided with professional association and membership/activities, and a business activity expense allowance as preapproved by the Chairman of the BOARD.

B. The BOARD shall reimburse NITA L. DUBBLE for the reasonable expenses and registration fees incurred in attending appropriate professional meetings.

VII. RESIDENCY

NITA L. DUBBLE shall maintain her personal residence within Iroquois County.

VIII. PERFORMANCE EVALUATIONS

The BOARD and NITA L. DUBBLE agree that periodically they shall mutually discuss and evaluate their working relationship, rapport and understanding. On or before January 1st of each year of the Agreement, unless mutually waived by both parties, NITA L. DUBBLE's performance shall be appraised by the BOARD and a written evaluation of that performance given to her. NITA L. DUBBLE shall advise the BOARD in writing on or before December 1st of each year of the Agreement of this evaluation provision in this Employment Agreement. After such evaluation, the parties may schedule a meeting to review the evaluation and determine, if necessary, the terms and conditions of the continued future employment of NITA L. DUBBLE.

IX. INDEMNIFICATION

The BOARD agrees that it shall defend, hold harmless, and indemnify NITA L. DUBBLE from any and all demands, claims, suits, actions, and legal proceedings brought against NITA L. DUBBLE in her individual capacity, or in her official capacity as agent and employee of the ETSB, provided the matter arose while NITA L. DUBBLE was acting within the course and scope of her authority as the 9-1-1 Coordinator. This indemnification obligation shall be the responsibility of the BOARD in its official capacity as a legal entity and in no case shall individual BOARD members be deemed to be personally liable for indemnifying NITA L.

DUBBLE against any such demands, claims, suits, actions, and legal proceedings. If, in the good faith opinion of NITA L. DUBBLE, a conflict exists between herself and the BOARD with respect to the defense of any claim asserted by an outside third party, NITA L. DUBBLE may, with prior notice to the BOARD, engage counsel to represent her at the BOARD's expense; provided, however, the BOARD shall not be required to pay for attorneys' fees or the costs of any legal proceedings in matters where the BOARD and NITA L. DUBBLE are adverse parties.

X. TERMINATION

A. This Employment Agreement shall remain in full force and effect from the date it is executed by both parties until it is terminated pursuant to subsection X (B) below. Upon termination of this Employment Agreement, NITA L. DUBBLE's employment with the BOARD shall cease. Except as otherwise required by law, no benefits, duties or obligations within this Employment Agreement shall survive its termination.

B. This Employment Agreement and NITA L. DUBBLE's employment relationship with the BOARD shall terminate in any of the following events:

- (1) On March 25TH, 2017 if not sooner terminated;
- (2) By mutual written agreement between NITA L. DUBBLE and the BOARD;
- (3) By the BOARD for cause as set forth in subsection X (C) below;
- (4) By NITA L. DUBBLE, provided that she provides the BOARD with at least ninety (90) days advance written notice of termination;
- (5) By disability, as certified by a physician, which renders NITA L. DUBBLE unable to perform the essential duties of her position; or
- (6) Upon the death or retirement of NITA L. DUBBLE.

C. The BOARD may terminate this Employment Agreement (thus discharging the NITA L. DUBBLE) when, in the Board's sole judgment, cause exists. "Cause" as used herein is defined as conduct which is detrimental to the ETSB, including but not limited to neglect of duty,

breach of Agreement, poor performance or misconduct. Prior to terminating this Employment agreement for cause, the BOARD will provide NITA L. DUBBLE with written notice of the reason(s) why such termination is under consideration and provide NITA L. DUBBLE with the opportunity to appear before the BOARD to discuss such matters before any final decision is reached. If NITA L. DUBBLE chooses to be accompanied by legal counsel, she shall be responsible for her own attorneys' fees or costs. Such meeting shall be conducted in closed session. At the conclusion of such meeting, the BOARD shall make a determination as to whether there is cause for termination.

D. Unless NITA L. DUBBLE is given notice on or before March 25th of the first year of this Employment Agreement, the Employment Agreement is automatically amended and extended for an additional year so that unless notice of non-extension is given by March 25th of the first year, NITA L. DUBBLE always has a new three (3) year Employment Agreement.

XI. EXTENSION OF AGREEMENT

The BOARD may by specific action and with the written consent of NITA L. DUBBLE extend the termination date of this Employment Agreement as provided by law.

XII. NOTICE

Any notice required to be given under this Employment Agreement shall be deemed sufficient if it is in writing and sent by certified mail to the residence of NITA L. DUBBLE or the Chairman of the BOARD.

XIII. SAVINGS CLAUSE

In the event any section or portion of this Employment Agreement shall be held invalid or unenforceable by any agency or court of competent jurisdiction or by reason of any existing or subsequently enacted legislation, such decision or legislation shall apply only to the specific section or portion thereof specifically affected by such decision or legislation and the remaining sections or portions of this Employment Agreement shall remain in full force and effect.

XIV. ENTIRE AGREEMENT

This Employment Agreement contains the complete and entire agreement between the BOARD and NITA L. DUBBLE and supersedes all prior agreements and understandings, whether oral or written, with respect to NITA L. DUBBLE's employment with the BOARD. This Employment Agreement may be changed only by an agreement in writing signed by NITA L. DUBBLE and the BOARD.

IN WITNESS WHEREOF, the parties have executed this Employment Agreement this 25th day of March 2014.

NITA L. DUBBLE

By: 

Nita L. Dubble

IROQUOIS COUNTY EMERGENCY TELEPHONE
SYSTEM BOARD

By: 

CHAIRMAN

By: 

VICE CHAIRMAN