

**EMPLOYMENT AGREEMENT
UNION ALEXANDER COUNTY JOINT ETSB/9-1-1
DIRECTOR**

This **EMPLOYMENT AGREEMENT** is made and entered into this 6th day of March 2019, by and between the **UNION/ALEXANDER COUNTY JOINT EMERGENCY TELEPHONE SYSTEM BOARD/9-1-1**, a body politic and corporate (the "9-1-1/ETSB"), and **CRYSTAL GURLEY** (the "Employee", and together with the 9-1-1/ETSB "parties").

In consideration of the mutual promises, covenants and agreements herein contained, intending to be legally bound, the Parties agree as follows:

1. **EMPLOYMENT** - The 9-1-1/ETSB hereby agrees to employ Employee and Employee hereby agrees to serve, subject to the provisions of the Agreement, as an Confidential employee of the Union/Alexander County Joint ETSB/9-1-1 in the position of Director of Union/Alexander County Joint ETSB/9-1-1. Employee will perform all services and acts reasonably necessary to fulfill the duties and responsibilities of the position of Director of Union/Alexander County Joint ETSB/9-1-1 including, but not limited to, the following:

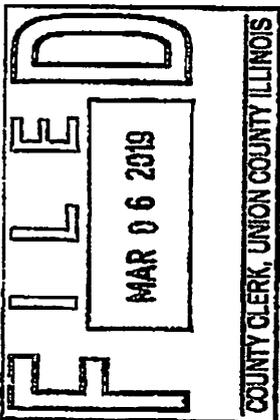
- a. competently and efficiently perform the daily operations of Union/Alexander County Joint ETSB/9-1-1, including supervision of any other hourly employees of 9-1-1, and perform all duties as required by law and/or directed by the Union/Alexander County Joint ETSB/9-1-1; and
- b. maintain any and all qualifications, certificates and/or licenses as are necessary to fulfill her duties and receive any and all additional training or education as is required by law.

2. **TERM** - The term of this agreement shall be for a period of (4) years and (9) months beginning on March 1, 2019 and running through November 30, 2023; provided however, this agreement shall terminate prior to November 30, 2023 upon occurrence of any of the following:

- (a) resignation of the Employee; or
- (b) termination of this Agreement by agreement of the parties; or
- (c) discontinuance of operation of Union/Alexander County Joint ETSB/9-1-1; or
- (d) the date on which the Employee has engaged in conduct that constitutes Cause (as defined in this section), and after the Union/Alexander County Joint ETSB/9-1-1 has provided the Employee with notice of termination for Cause.

For purposes of this Agreement, Cause will mean the occurrence of any of the following events, as reasonably determined by the Union/Alexander County Joint ETSB/9-1-1:

- (i) Employee's willful and continued refusal to substantially perform the duties hereunder; or
- (ii) Employee's conviction of a felony or guilty plea to a felony charge in connection with his/her employment; or
- (iii) Employee's breach of any material term of this Agreement or of the Union/Alexander County Joint ETSB/9-1-1 written policies and procedures, as in effect



from time to time; provided, however, such termination for Cause will only be effective if the conduct constituting Cause is not cured by Employee within five (5) days of receipt by Employee of written notice specifying in reasonable detail the nature of the alleged breach.

3. SALARY and BENEFITS - The Employee shall be paid an annual salary as follows:

Beginning March 1, 2019	\$62,350.00
Beginning December 1, 2019	\$63,597.00
Beginning December 1, 2020	\$64,868.94
Beginning December 1, 2021	\$66,166.32
Beginning December 1, 2022	\$67,489.65

Employee Shall receive all insurance benefits, Social Security benefits, IMRF and all other benefits as are provided for full time County employees.

4. PAID TIME OFF – Paid time off shall accrue as follows:

Twenty (20) days of paid vacation each fiscal year at an accrual rate of 13.3333 hours per month.

Twelve (12) sick days each fiscal year at an accrual rate of 8 hours per month.

Four (4) personal days each fiscal year at an accrual rate of 2.667 hours per month.

Vacation should be scheduled with appropriate notice. A maximum of ten (10) unused vacation days can be carried over each fiscal year. All other vacation time unused at the end of the fiscal year shall be forfeited. Unused personal days expire at the end of each fiscal year. Sick and personal time have no cash value. Employee shall receive holidays as designated by the County Board of Commissioners. A maximum of two-hundred forty (240) accumulated sick days may be used toward IMRF service credit upon retirement.

5. HOURS OF EMPLOYMENT – Employee shall be required to devote a sufficient number of hours per week on or off site to satisfactorily perform the duties as per the job description. Employee shall work, or otherwise account for a minimum of (40) hours per week, with additional hours as required.

6. 9-1-1/ETSB MEETINGS – Employee shall attend meetings of the Union/Alexander County Joint ETSB/9-1-1 as scheduled and requested by the Union/Alexander County Joint ETSB/9-1-1 and provide the Union/Alexander County Joint ETSB/9-1-1 with any requested information and reports.

7. AMENDMENT, MODIFICATION, and WAIVER – No provision of this Agreement may be amended or waived unless such amendment or waiver is agreed to in writing, signed by Employee and by the Chairman of the Union/Alexander County Joint ETSB/9-1-1. The failure of either party to this agreement to enforce any of its terms, provisions or covenants will not be construed as a waiver of the same or of the right of such party to enforce the same. Waiver by either party hereto of any breach or default by the other party of any term or provision of this Agreement will not operate as a waiver of any other breach or default.

8. SEVERABILITY – In the event that any one or more of the provisions of this Agreement will be held invalid, illegal or unenforceable, the validity, legality and enforceability of the remainder of the Agreement will not in any way be affected or impaired thereby. Moreover, if any one or more of the provisions contained in this Agreement will be held to be excessively

broad as to duration, activity, or subject, such provisions will be construed by limiting and reducing them so as to be enforceable to the maximum extent allowed by applicable law.

9. SURVIVORSHIP – The respective rights and obligations of the parties hereunder will survive any termination of this Agreement to the extent necessary for the intended preservation of such rights and obligations.

10. EACH PARTY THE DRAFTER – This Agreement and the provisions contained in it will not be construed or interpreted for or against any party to this Agreement because that party drafted or caused that party's legal representative to draft any of its provisions.

11. GOVERNING LAW – This Agreement will be governed by and construed in accordance with the laws of the State of Illinois, without regard to its conflicts of laws principles.

12. HEADINGS – All descriptive headings of sections and paragraphs in this Agreement are intended solely for convenience, and no provision of this Agreement is to be construed by reference to the heading of any section or paragraph.

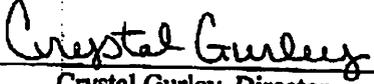
13. COUNTERPARTS – This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

Union/Alexander County Joint ETSB/9-1-1

EMPLOYEE

By: 
Chairman, Union/Alexander County Joint ETSB/9-1-1


Crystal Gurley, Director