

AGREEMENT

This AGREEMENT made this 13th day of August 2018, between the Board of Education, Herscher Community Unit School District No. 2, in Kankakee County, Illinois, (hereinafter referred to as the "Board") and Richard S. Decman (hereinafter referred to as the "Superintendent"):

WITNESSETH

For and in consideration of the mutual promises contained herein, it is agreed as follows:

1. The Superintendent is hereby employed for a period of five (5) years commencing on the 1st day of July, 2018, through the 30th day of June, 2023, as the Superintendent of Schools of Herscher Community Unit School District # 2 in Herscher, Illinois.
2. The Superintendent hereby agrees to perform faithfully the duties of the Superintendent of Schools as set forth in this Agreement. The duties and responsibilities of the Superintendent shall be those duties incident to the office of Superintendent as set forth in Board Policy, together with those obligations imposed by the laws of the State of Illinois upon Superintendents of Schools, and in addition, there shall be such other duties incidental to the office of the Superintendent as are from time to time assigned by the Board.
3. The salary for the 2018-2019 school year shall be One Hundred Seventy-Three Thousand, Three Hundred Ninety Three dollars and 92/100 (\$173,393.92). The salary for the 2019-2020 shall be One Hundred Seventy-Eight Thousand, Five Hundred Ninety-Five Dollars (\$178,595). The salary for 2020-2021, 2021-2022, and 2022-2023 shall be determined at a later date.
4. The Board retains the right to adjust the annual salary of the Superintendent during the term of this Agreement, provided, however, that any adjustments does not reduce the annual salary below the figured provided in the preceding contract year. Any adjustments made to said compensation listed within this paragraph shall be in the form of an amendment and shall become part of this Agreement. It is understood, however, that by doing so it shall not be considered that the Board has entered into a new agreement nor that the termination date of this Agreement has been in any way extended.
5. The Superintendent acknowledges that pursuant to Section 10-23.8 of *The School Code*, 105 ILCS 5/10-23.8, this multi-year contract is subject to performance-based goals and indicators. The parties agree the goals and indicators are linked to student performance and academic improvement of the schools within the District.

Annually, the Superintendent, with the assistance of his administrative team, shall (1) evaluate student performance, which shall include but not be limited to, student performance on standardized tests such as performance on the standardized achievement tests required by state and/or federal law, completion of the curriculum, attendance, and drop-out rates; (2) review the curriculum and instructional services; and (3) report to the Board on his findings as to (a) student performance and (b) recommendations, if any, for curriculum or instructional changes as a result of his evaluation of student performance.

6. Prior to the end of June of each subsequent year of this Agreement, the Board and Superintendent shall establish student performance and improvement goals including the indicators of student performance and academic improvement determined to measure such goals for the then current school year, a copy of which shall be attached to this Agreement as an addendum.

7. The parties shall meet periodically during the contract year to review and discuss the Superintendent's performance and effectiveness toward achieving the goals. In order to maximize the Superintendent's opportunity to achieve such goals, the Board agrees to provide the necessary resources and/or requisite control necessary to enable the Superintendent to achieve such goals. If the Superintendent is unable to meet the goals due to the failure of the Board to provide the necessary resources and/or control, the parties agree that the Superintendent shall be excused from such obligation. If the Superintendent is unable to meet the goals due to illness, work stoppages, or other good cause, the Superintendent shall be excused from such obligation provided the Superintendent promptly advises the Board in writing of such cause.
8. The Superintendent acknowledges that, pursuant to *The School Code*, he waives any right to tenure in the School District for the duration of this multi-year Agreement.
9. The Superintendent shall furnish to the Board during the term of this Agreement, a valid and appropriate certificate to act as Superintendent of Schools in accordance with the laws of the State of Illinois as directed by the Board.
10. The Superintendent shall perform no work outside of his duties and responsibilities as Superintendent and only with prior agreement of the Board may the Superintendent undertake consultative work, speaking engagements, or other professional duties and obligations.
11. The Superintendent shall receive twenty (20) work days of vacation annually, exclusive of legal holidays, and said vacation shall not be taken cumulative, except, however, said vacations days may be taken up to September 1 of the following school year in which the vacation is earned. No more than ten (10) work days may be taken in succession nor shall said vacation days be taken during a period of time when school is in session without the express approval of the Board.

A maximum of ten (10) unused vacation days may be carried over from one school year to the next.

The Superintendent shall also be entitled to all school holidays as set forth in the School Calendar. Christmas and Spring breaks shall constitute as work days and any day not worked during such periods shall be treated as a vacation day. The Superintendent may exchange a maximum of five (5) unused accumulated vacation days each year for six leave except in the final four (4) years of employment preceding retirement. In the final three (3) years preceding retirement, the Superintendent shall use all of his vacation days by September 1 of the following school year or they shall be forfeited. In the final year before retirement, the Superintendent shall be paid for any unused vacation days up to a maximum of five (5) after he has submitted his official letter of retirement to the Illinois Teachers Retirement System and received his final pay check from the Board. Any days of sick vacation leave above the five (5) days hereinbefore set forth shall be lost.

12. The Superintendent shall receive twelve (12) days of sick leave annually, and said sick leave shall accumulate up to three hundred forty (340) days.
13. The Board shall provide the Superintendent with term life insurance in the amount of Fifty Thousand Dollars (\$50,000).
14. The Board shall make the entire contribution required of the Superintendent to the Illinois Teachers' Retirement System and Teacher's Health Insurance Security Fund, in addition to the salary hereinbefore set forth. Such contribution is being paid by the Board in lieu of a contribution by the Superintendent and is being picked up pursuant to Section 414(h) (2) of the Internal Revenue Code of 1986, as amended. The Superintendent shall not have any right or claim to said amounts, except as they may become available at the time of retirement or resignation from the State of Illinois Teachers' Retirement System and the Teacher

Health Insurance Security Fund and further acknowledge that such contributions are made as a condition of employment to secure the Superintendent's future services, knowledge and experience.

15. The Board agrees to pay on behalf of the Superintendent duties in such associations as are necessary in the performance of his duties, up to an amount of Two Thousand Dollars (\$2,000) per school year. If the dues for such professional organizations exceed Two Thousand Dollars (\$2,000), the Superintendent may request the Board for additional funds for such professional organizations. The Superintendent shall prepare an annual report to the Board concerning those dues.

The Superintendent is expected to attend appropriate professional meetings and conferences at the local and state level. All reasonable expenses incurred shall be paid by the Board. The Superintendent shall notify the Board in advance of his planned attendance at such professional meetings and conferences.

16. The Board shall reimburse the Superintendent on a monthly basis for in-district and out-of-district travel at the mileage rate established by the Internal Revenue Service. The Superintendent shall provide the Board with a monthly report itemizing such travel.

17. From the annual salary stated in paragraph 3 of this contract, the Superintendent may authorize a salary reduction pursuant to and in accordance with the terms of the Board's 403(b) plan, in order that the Board may purchase an 403(b) eligible product for the Superintendent as described in Section 403(b) of the *Internal Revenue Code*, provided that any such salary revenue under a 403(b) plan is within the *Internal Revenue Code* limitations.

The Board shall make a non-elective \$425 contribution per check on behalf of the Superintendent to and in accordance with the Board's 403(b) plan. This contribution will increase \$50 per subsequent year of the contract. The Superintendent has not had and shall not have the option to receive cash or any other form of compensation or benefit in lieu of this contribution.

18. The Board will provide the Administrator with the following insurance benefits:
 - Individual and dependent hospitalization and medical insurance in a program approved by the Board; and
 - Term life insurance, in the amount of Fifty Thousand Dollars (\$50,000).

19. A. This employment contract may be terminated by:
 1. Mutual agreement;
 2. Permanent disability;
 3. Discharge for cause;
 4. Death or
 5. The Board finding that irreconcilable differences developed between it and the Superintendent.

- B. The Board may terminate this contract for reasons of permanent disability or incapacity at any time after the Superintendent has exhausted his sick leave and vacation leave, pursuant to Illinois law and the terms of this contract, and has been absent from his employment for a continuous period of 124 work days or presents to the Board a physician's statement certifying that he is permanently disabled or incapacitated. All obligations of the Board shall cease upon written notice of termination for permanent disability or incapacity, provided that the Superintendent shall be entitled to a hearing before the Board if he so requests. The Board reserves the right to require the Superintendent to submit to a medical examination, either physical or mental, whenever the Board deems the Superintendent disabled. Such examination shall be performed by a physician licensed to practice medicine in all its branches in the State of Illinois, who is selected and paid for by the Board. The

Superintendent expressly agrees that the physician shall prepare a detailed report to the state of his physical and/or mental health and submit it to the Board of Education.

- C. Discharge for cause shall be for any conduct, act, or failure to act by the Superintendent which is detrimental to the best interests of the School District, provided however, that the Board does not arbitrarily or capriciously call for dismissal. Reasons for discharge for cause shall be given in writing to the Superintendent, who shall be entitled to notice and a hearing before the Board to discuss such causes. If the Superintendent chooses to be accompanied by legal counsel, he shall bear any costs therein involved. The Board hearing shall be conducted in executive session.
 - D. In the event the Board determines to initiate negotiations with the Superintendent with respect to a discharge for irreconcilable differences between it and the Superintendent and for termination of this contract, the Superintendent agrees to negotiate with the Board and settle any and all claims and demands which may arise from and be connected with such discharge. If no settlement can be mutually reached after a reasonable period of negotiations, the Superintendent hereby agrees to accept as liquidated damages a monetary amount not to exceed the compensation due and owing under the remaining term of this contract, including insurance benefits as provided above until the Superintendent is eligible to obtain comparable coverage from another employer, in full release of any and all claims, rights, causes of action, proceedings or privileges he might have pursuant to this contract or any federal or state constitutional, statutory or administrative provision. Notwithstanding the provisions of this subparagraph, nothing herein shall preclude the Board of Education from terminating this contract pursuant to subparagraph B or C hereof without payment of the liquidated damages hereunder.
20. A. This Agreement shall be reviewed by the Superintendent and the Board on or before March 1 of each year, at which time they may mutually agree to extend the employment of the Superintendent for a multi-year period of up to five (5) years, provided the Superintendent has met the Goals and Indicators of Student Performance and Academic Improvement as set forth in Sections 5 and 6 of this Agreement. In such event, the Board shall take specific action to discontinue this Agreement and enter into a new multi-year Agreement of up to five (5) years.
- B. Prior to March 1 of the year in which this Agreement terminates, the Board shall take action to extend or not extend the terms of this Agreement for one (1) additional year, and shall notify the Superintendent in writing of such action. Failure of the Board to take such action shall extend this Agreement for one (1) additional year. It shall be the responsibility of the Superintendent to advise the Board of the March 1 deadline in writing by January 1 of the year in which this Agreement terminates. Failure of the Superintendent to provide such written notification shall nullify the Board's obligation under this clause.
- C. This Agreement does not constitute any obligation, either written or implied, for re-employment beyond the term set forth herein.
21. Any notice or communication permitted or required under this Agreement shall be in writing and shall become effective on the day of mailing thereof by first class mail or by certified mail, postage prepaid, addressed:

To the Board:
President, Board of Education
Herscher CUSD #2
501 N Main St., PO Box 504
Herscher IL 60941

To the Superintendent:
Richard S. Decman
3120 Stonefence Dr.
Kankakee, IL 60901

22. Miscellaneous

- A. This Agreement has been executed in Illinois, and shall be governed in accordance with the laws of the State of Illinois in every aspect.
- B. Paragraph numbers and/or headings have been inserted for convenience of reference only, and if there shall be any conflict between any such headings or numbers of this Agreement, the text shall control.
- C. This Agreement may be executed in one or more counterparts, each of which shall be considered an original, and all of which taken together shall be considered one and the same instrument.
- D. If any portion of this Agreement is determined to be illegal or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect. If at any time during the duration of this Agreement, a change in federal or state laws or regulations becomes effective which affects the cost or availability of any of the employee benefits offered under this agreement, the parties agree to re-open the Agreement and renegotiate the affected provisions.
- E. This Agreement contains all the terms agreed upon by the parties with respect to the subject matter of this Agreement and supersedes all prior agreements, arrangements, and communications between the parties concerning such subject matter whether oral or written. Except as may otherwise be provided herein, no subsequent alteration, amendment, change or addition to this contract shall be binding upon the parties unless reduced to writing and duly authorized and signed by each of the parties.

In witness whereof, the parties have caused this Agreement to be executed on the day and the year above written.

Superintendent

Board of Education, Herscher CUSD #2

Richard S. Decman

President: _____

Secretary: _____

ADMINISTRATOR'S EMPLOYMENT CONTRACT

AGREEMENT made this ____ day of June 2019, between the **BOARD OF EDUCATION OF HERSCHER COMMUNITY UNIT SCHOOL DISTRICT NO. 2, KANKAKEE COUNTY, ILLINOIS**, hereinafter referred to as the "Board," and *Michelle Chavers*, hereinafter referred to as the "Administrator."

WITNESSETH:

A. EMPLOYMENT AND COMPENSATION

1. Contract Duration and Annual Salary

The Board hereby employs the Administrator as a *School Principal* for the fiscal year, commencing **July 1, 2019**, and terminating on **June 30, 2020**, with such responsibilities and duties in that connection as may be fixed by the Board in this contract and in its policies, rules and regulations. The Board shall pay to the Administrator an annual salary of *One Hundred Six Thousand, Nine Hundred Sixty-Two Dollars (\$106,962)* during the term of this contract, in equal installments in accordance with the rules of the Board governing payments of other certificated, professional staff members in the District. The Administrator hereby accepts employment upon the terms and conditions hereinafter set forth.

2. TRS / THIS Contributions

In addition to the annual salary stated in paragraph A.1 of this contract, the Board shall make a contribution on behalf of the Administrator to the State of Illinois Teachers' Retirement System (TRS) in the amount of 9.4% or less (per ILCS) of the Administrator's creditable earnings in satisfaction of the Administrator's required contribution to TRS. In addition, the Board shall pay the Administrator's required contribution to TRS for Teacher Retirees' Health Insurance ["THIS"]. It is the intention of the parties to qualify all such payments paid by the Board on the Administrator's behalf as employer payments pursuant to Section 414(h) of the *Internal Revenue Code of 1986*, as amended. The Administrator does not have any right or claim to said amounts except as they may become available at the time of retirement or resignation from the State of Illinois Teachers' Retirement System. Both parties acknowledge that the Administrator did not have the option of choosing to receive the contributed amounts directly, instead of having such contributions paid by the Board to the State of Illinois Teachers' Retirement System, and that such contributions are made as a condition of employment to secure the Administrator's future services, knowledge and experience.

3. Salary Adjustments

Any salary or other adjustment or modification in the Administrator's compensation or fringe benefits made during the life of this contract shall be in the form of a written amendment and shall become a part of this contract, but such adjustment or modification shall not be construed as a new contract with the Administrator, nor as an extension of the termination date of this contract.

4. Certificate

During the term of this contract, the Administrator shall hold a valid and properly registered license issued by the State of Illinois Teachers' Certification Board qualifying her to act in the capacity to which she is assigned as an Administrator in the School District.

B. BENEFITS

1. Insurance Benefits

The Board will provide the Administrator with the following insurance benefits:

- (a) Individual and dependent hospitalization and medical insurance in a program approved by the Board; and
- (b) Term life insurance, in the amount of Fifty Thousand Dollars (\$50,000).

2. Sick Leave, Personal Leave, Vacation Days

The Administrator shall be granted paid sick leave, as defined in Section 24-6 of *The School Code*, of twelve (12) workdays per contract year accumulative to three hundred forty (340) days.

The Administrator shall be granted three (3) paid personal leave days per contract year for personal business. Unused personal leave days shall be credited towards the Administrator's accumulated sick leave.

The Administrator shall receive twenty (20) work days of vacation annually, exclusive of board approved holidays. No more than ten (10) work days may be taken in succession nor shall said vacation days be taken during a period of time when school is in session without the express approval of the Board. A maximum of ten (10) unused vacation days may be carried over from one school year to the next.

The Administrator shall also be entitled to all school holidays as set forth in the school calendar. Christmas and Spring breaks shall constitute as work days and any day not worked during such periods shall be treated as a vacation day. The Administrator may exchange a maximum of five (5) unused accumulated vacation days each year for sick leave except in the final four (4) years of employment preceding retirement. In the final three (3) years preceding retirement, the Administrator shall use all of her vacation days by September 1 of the following year or they shall be forfeited. In the final year before retirement, the Administrator shall be paid for any unused vacation days up to a maximum of five (5) after she has submitted her official letter of retirement to the Illinois Teachers Retirement System and received her final pay check from the Board. Any days of sick vacation leave above the five (5) days hereinbefore set forth shall be lost.

3. Professional Dues

The Board shall pay on behalf of the Administrator the annual membership dues to the Illinois Principal's Association.

4. Deferred Compensation Plan/Annuity Policy

From the annual salary stated in paragraph A.1 of this Agreement, the Administrator may: (1) annually defer compensation pursuant to and in accordance with the terms of an eligible state deferred compensation plan as described in Section 457 of the Internal Revenue Code, if adopted by the Board; or (2) authorize a salary reduction in order that the Board may purchase an annuity policy for the Administrator as described in Section 403(b) of the Internal Revenue Code, provided that any amounts deferred under a Section 457 eligible deferred compensation plan will serve to reduce the maximum amount which can be tax sheltered through a Section 403(b) annuity.

5. Other Benefits

- (a) The Administrator shall be allowed such other privileges, leaves, and fringe benefits not specifically enumerated herein but applicable to other full-time certificated personnel, provided the Administrator satisfies any eligibility criteria for such fringe benefits.
- (b) The Board shall reimburse the Administrator for reasonable monthly expenses incurred in the performance of her duties. Itemization shall be made of all expenses incurred and receipts shall be submitted to the Superintendent for review and approval.
- (c) The Board shall reimburse the Administrator Fifty Dollar (\$50.00) monthly for cellular phone expenses incurred. The Administrator will turn in a copy of their cellular phone bill to accounts payable for reimbursement at the next board meeting.

C. DUTIES AND CALENDAR

1. Duties

The duties and responsibilities of the Administrator shall be those duties set forth in the Administrator's job description, those obligations imposed by the laws of the State of Illinois, all such other professional duties as may be assigned by the Superintendent, and such other duties as required by applicable Board policies and rules.

The Administrator agrees to devote his best efforts to the educational program of the School District and shall not perform any work outside of the duties and responsibilities of the position for which he/she is employed. Only with the prior approval of the Superintendent and the Board of Education may he/she undertake consultative work, speaking engagements or other professional duties and obligations.

2. Normal Work Year

The normal work year for the Administrator shall be *Two Hundred Sixty (260) days* between July 1 and June 30 annually which will include all student attendance days and teacher work days. The Administrator shall not be entitled to any additional paid days unless specifically required to work beyond the Two Hundred Sixty (260) day contract by the Superintendent or the Board.

E. EVALUATION

1. Written Evaluation

The Superintendent in consultation with the Board shall review and assess the Administrator's performance on or before March 1 of each year. The Administrator shall be formally evaluated in writing annually by the Superintendent on or before March 1 of each year. The evaluation shall include a description of the Administrator's duties and responsibilities and the standards to which the Administrator is to perform. It shall consider the Administrator's specific duties, responsibilities, management and competence as an Administrator; specify the Administrator's strengths and weaknesses with supporting reasons; align with research based standards established by the Illinois State Board of Education and use data and indicators on student growth as a significant factor in rating performance. The evaluation shall also consist of a review of the Administrator's progress toward meeting established professional, student performance and academic goals set forth in Appendix A and a review of the Administrator's leadership and management performance relative to his/her current assignment. The written evaluation shall be signed by both the Superintendent and the Administrator. The Administrator may respond to the

evaluation in writing and such response shall be attached to and included in the Administrator's personnel file.

2. Periodic Assessments

The Superintendent will meet with the Administrator periodically throughout the year to review and discuss the Administrator's performance and effectiveness in achieving the performance and professional goals established in cooperation with the Superintendent at the beginning of each term, the Administrator's assigned duties in accordance with the performance standards established for the position and to review progress toward meeting the Administrator's student performance and academic improvement goals listed in Appendix A.

3. Extension/Termination of Contract

The Board shall make a determination regarding the re-employment and assignment of the Administrator no later than 45 days before the end of the contract term. If the Board determines not to re-employ the Administrator or to reassign the Administrator, such decision shall be provided in writing to the Administrator at least forty-five (45) days before the end of the contract term.

This Agreement does not constitute an obligation, either written or implied, for re-employment beyond the term set forth herein.

F. TERMINATION

This employment contract may be terminated by:

- (a) Mutual agreement;
- (b) Permanent disability;
- (c) Discharge for cause;
- (d) Retirement; or
- (e) Resignation, provided, however, the Administrator shall provide the Board at least ninety (90) days advance written notice of the resignation.

1. Permanent Disability

The Board may terminate this contract for reasons of permanent disability or incapacity at any time after the Administrator has exhausted her accumulated sick leave and vacation benefits and either has been absent from her employment for a continuous period of fifty percent (50%) of her work days or presents to the Board upon request a physician's statement certifying that she is permanently disabled or incapacitated, subject to any obligation the Board may have to provide the Administrator an accommodation under the *Americans with Disabilities Act*, as amended. All obligations of the Board shall cease upon written notice of termination for permanent disability or incapacity, provided that the Administrator shall be entitled to a hearing before the Board in closed session if she so requests. Such examination shall be performed by a physician licensed to practice medicine in all its branches, who is selected and paid by the Board. The physician shall prepare a detailed report of the state of the Administrator's physical and/or mental health and submit it to the Board of Education.

2. Discharge for Cause

Discharge for cause shall be for any conduct, act, or failure to act by the Administrator which is detrimental to the best interests of the School District. Reasons for discharge for cause shall be given in writing to the Administrator, who shall be entitled to notice and an

opportunity to request a hearing before the Board to discuss such causes. If the Administrator chooses to be accompanied by legal counsel, she shall be responsible for any costs involved. The Board hearing shall be conducted in closed session.

G. NOTICE

Any notice or communication permitted or required under this Agreement shall be in writing and shall become effective on the day of mailing thereof by first class mail or certified mail, postage prepaid, addressed:

(a) *If to the Board:* Board of Education
Herscher CUSD No. 2
501 North Main Street - P.O. Box 504
Herscher, Illinois 60941

(b) *If to the
Administrator:* *Michelle Chavers*
2041 Bluff Rd South
Kankakee IL 60901

H. APPLICABLE LAW

This Agreement shall be interpreted in accordance with the laws of the State of Illinois. If any portion of this Agreement is determined to be illegal or unenforceable by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect.

I. COMPLETE AGREEMENT

This Agreement contains all the terms agreed upon by the parties with respect to the subject matter of the Agreement and supersedes all prior agreements, arrangements, and communications between the parties concerning such subject matter whether oral or written.

J. COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be considered an original, and all or which taken together shall be considered the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement this ____day of **June, 2019**.

LMS PRINCIPAL

**BOARD OF EDUCATION,
HERSCHER CUSD#2
KANKAKEE COUNTY, ILLINOIS**

Michelle Chavers

By: _____
President

ATTEST:

Secretary

ADMINISTRATOR'S EMPLOYMENT CONTRACT

AGREEMENT made this _____ day of June 2019, between the **BOARD OF EDUCATION OF HERSCHER COMMUNITY UNIT SCHOOL DISTRICT NO. 2, KANKAKEE COUNTY, ILLINOIS**, hereinafter referred to as the "Board," and **Brad Elliot**, hereinafter referred to as the "Administrator."

WITNESSETH:

A. EMPLOYMENT AND COMPENSATION

1. Contract Duration and Annual Salary

The Board hereby employs the Administrator as a *School Principal* for the fiscal year, commencing **July 1, 2019**, and terminating on **June 30, 2020**, with such responsibilities and duties in that connection as may be fixed by the Board in this contract and in its policies, rules and regulations. The Board shall pay to the Administrator an annual salary of **Eight-six Thousand, Six Hundred Twelve Dollars (\$86,612)** during the term of this contract, in equal installments in accordance with the rules of the Board governing payments of other certificated, professional staff members in the District. The Administrator hereby accepts employment upon the terms and conditions hereinafter set forth.

2. TRS / THIS Contributions

In addition to the annual salary stated in paragraph A.1 of this contract, the Board shall make a contribution on behalf of the Administrator to the State of Illinois Teachers' Retirement System (TRS) in the amount of 9.4% or less (per ILCS) of the Administrator's creditable earnings in satisfaction of the Administrator's required contribution to TRS. In addition, the Board shall pay the Administrator's required contribution to TRS for Teacher Retirees' Health Insurance ["THIS"]. It is the intention of the parties to qualify all such payments paid by the Board on the Administrator's behalf as employer payments pursuant to Section 414(h) of the *Internal Revenue Code of 1986*, as amended. The Administrator does not have any right or claim to said amounts except as they may become available at the time of retirement or resignation from the State of Illinois Teachers' Retirement System. Both parties acknowledge that the Administrator did not have the option of choosing to receive the contributed amounts directly, instead of having such contributions paid by the Board to the State of Illinois Teachers' Retirement System, and that such contributions are made as a condition of employment to secure the Administrator's future services, knowledge and experience.

3. Salary Adjustments

Any salary or other adjustment or modification in the Administrator's compensation or fringe benefits made during the life of this contract shall be in the form of a written amendment and shall become a part of this contract, but such adjustment or modification shall not be construed as a new contract with the Administrator, nor as an extension of the termination date of this contract.

4. Certificate

During the term of this contract, the Administrator shall hold a valid and properly registered license issued by the State of Illinois Teachers' Certification Board qualifying him to act in the capacity to which he is assigned as an Administrator in the School District.

B. BENEFITS

1. Insurance Benefits

The Board will provide the Administrator with the following insurance benefits:

- (a) Individual and dependent hospitalization and medical insurance in a program approved by the Board; and
- (b) Term life insurance, in the amount of Fifty Thousand Dollars (\$50,000).

2. Sick Leave, Personal Leave, Vacation Days

The Administrator shall be granted paid sick leave, as defined in Section 24-6 of *The School Code*, of twelve (12) workdays per contract year accumulative to three hundred forty (340) days.

The Administrator shall be granted three (3) paid personal leave days per contract year for personal business. Unused personal leave days shall be credited towards the Administrator's accumulated sick leave.

The Administrator shall receive twenty (20) work days of vacation annually, exclusive of board approved holidays. No more than ten (10) work days may be taken in succession nor shall said vacation days be taken during a period of time when school is in session without the express approval of the Board. A maximum of ten (10) unused vacation days may be carried over from one school year to the next.

The Administrator shall also be entitled to all school holidays as set forth in the school calendar. Christmas and Spring breaks shall constitute as work days and any day not worked during such periods shall be treated as a vacation day. The Administrator may exchange a maximum of five (5) unused accumulated vacation days each year for sick leave except in the final four (4) years of employment preceding retirement. In the final three (3) years preceding retirement, the Administrator shall use all of her vacation days by September 1 of the following year or they shall be forfeited. In the final year before retirement, the Administrator shall be paid for any unused vacation days up to a maximum of five (5) after she has submitted her official letter of retirement to the Illinois Teachers Retirement System and received her final pay check from the Board. Any days of sick vacation leave above the five (5) days hereinbefore set forth shall be lost.

3. Professional Dues

The Board shall pay on behalf of the Administrator the annual membership dues to the Illinois Principal's Association.

4. Deferred Compensation Plan/Annuity Policy

From the annual salary stated in paragraph A.1 of this Agreement, the Administrator may: (1) annually defer compensation pursuant to and in accordance with the terms of an eligible state deferred compensation plan as described in Section 457 of the Internal Revenue Code, if adopted by the Board; or (2) authorize a salary reduction in order that the Board may purchase an annuity policy for the Administrator as described in Section 403(b) of the Internal Revenue Code, provided that any amounts deferred under a Section 457 eligible deferred compensation plan will serve to reduce the maximum amount which can be tax sheltered through a Section 403(b) annuity.

5. Other Benefits

- (a) The Administrator shall be allowed such other privileges, leaves, and fringe benefits not specifically enumerated herein but applicable to other full-time certificated personnel, provided the Administrator satisfies any eligibility criteria for such fringe benefits.
- (b) The Board shall reimburse the Administrator for reasonable monthly expenses incurred in the performance of his duties. Itemization shall be made of all expenses incurred and receipts shall be submitted to the Superintendent for review and approval.
- (c) The Board shall reimburse the Administrator Fifty Dollar (\$50.00) monthly for cellular phone expenses incurred. The Administrator will turn in a copy of their cellular phone bill to accounts payable for reimbursement at the next board meeting.

C. DUTIES AND CALENDAR

1. Duties

The duties and responsibilities of the Administrator shall be those duties set forth in the Administrator's job description, those obligations imposed by the laws of the State of Illinois, all such other professional duties as may be assigned by the Superintendent, and such other duties as required by applicable Board policies and rules.

The Administrator agrees to devote his best efforts to the educational program of the School District and shall not perform any work outside of the duties and responsibilities of the position for which he/she is employed. Only with the prior approval of the Superintendent and the Board of Education may he/she undertake consultative work, speaking engagements or other professional duties and obligations.

2. Normal Work Year

The normal work year for the Administrator shall be *Two Hundred Sixty (260) days* between July 1 and June 30 annually which will include all student attendance days and teacher work days. The Administrator shall not be entitled to any additional paid days unless specifically required to work beyond the Two Hundred Sixty (260) day contract by the Superintendent or the Board.

E. EVALUATION

1. Written Evaluation

The Superintendent in consultation with the Board shall review and assess the Administrator's performance on or before March 1 of each year. The Administrator shall be formally evaluated in writing annually by the Superintendent on or before March 1 of each year. The evaluation shall include a description of the Administrator's duties and responsibilities and the standards to which the Administrator is to perform. It shall consider the Administrator's specific duties, responsibilities, management and competence as an Administrator; specify the Administrator's strengths and weaknesses with supporting reasons; align with research based standards established by the Illinois State Board of Education and use data and indicators on student growth as a significant factor in rating performance. The evaluation shall also consist of a review of the Administrator's progress toward meeting established professional, student performance and academic goals set forth in Appendix A and a review of the Administrator's leadership and management performance relative to his/her current assignment. The written evaluation shall be signed

by both the Superintendent and the Administrator. The Administrator may respond to the evaluation in writing and such response shall be attached to and included in the Administrator's personnel file.

2. Periodic Assessments

The Superintendent will meet with the Administrator periodically throughout the year to review and discuss the Administrator's performance and effectiveness in achieving the performance and professional goals established in cooperation with the Superintendent at the beginning of each term, the Administrator's assigned duties in accordance with the performance standards established for the position and to review progress toward meeting the Administrator's student performance and academic improvement goals listed in Appendix A.

3. Extension/Termination of Contract

The Board shall make a determination regarding the re-employment and assignment of the Administrator no later than 45 days before the end of the contract term. If the Board determines not to re-employ the Administrator or to reassign the Administrator, such decision shall be provided in writing to the Administrator at least forty-five (45) days before the end of the contract term.

This Agreement does not constitute an obligation, either written or implied, for re-employment beyond the term set forth herein.

F. TERMINATION

This employment contract may be terminated by:

- (a) Mutual agreement;
- (b) Permanent disability;
- (c) Discharge for cause;
- (d) Retirement; or
- (e) Resignation, provided, however, the Administrator shall provide the Board at least ninety (90) days advance written notice of the resignation.

1. Permanent Disability

The Board may terminate this contract for reasons of permanent disability or incapacity at any time after the Administrator has exhausted his accumulated sick leave and vacation benefits and either has been absent from his employment for a continuous period of fifty percent (50%) of his work days or presents to the Board upon request a physician's statement certifying that he is permanently disabled or incapacitated, subject to any obligation the Board may have to provide the Administrator an accommodation under the *Americans with Disabilities Act*, as amended. All obligations of the Board shall cease upon written notice of termination for permanent disability or incapacity, provided that the Administrator shall be entitled to a hearing before the Board in closed session if he so requests. Such examination shall be performed by a physician licensed to practice medicine in all its branches, who is selected and paid by the Board. The physician shall prepare a detailed report of the state of the Administrator's physical and/or mental health and submit it to the Board of Education.

2. Discharge for Cause

Discharge for cause shall be for any conduct, act, or failure to act by the Administrator which is detrimental to the best interests of the School District. Reasons for discharge for

cause shall be given in writing to the Administrator, who shall be entitled to notice and an opportunity to request a hearing before the Board to discuss such causes. If the Administrator chooses to be accompanied by legal counsel, he shall be responsible for any costs involved. The Board hearing shall be conducted in closed session.

G. NOTICE

Any notice or communication permitted or required under this Agreement shall be in writing and shall become effective on the day of mailing thereof by first class mail or certified mail, postage prepaid, addressed:

- (a) *If to the Board:* Board of Education
Herscher CUSD # 2
501 North Main Street - P.O. Box 504
Herscher, Illinois 60941
- (b) *If to the Administrator:* **Brad Elliot**
2000B N Springview Dr
Kankakee IL 60901

H. APPLICABLE LAW

This Agreement shall be interpreted in accordance with the laws of the State of Illinois. If any portion of this Agreement is determined to be illegal or unenforceable by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect.

I. COMPLETE AGREEMENT

This Agreement contains all the terms agreed upon by the parties with respect to the subject matter of the Agreement and supersedes all prior agreements, arrangements, and communications between the parties concerning such subject matter whether oral or written.

J. COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be considered an original, and all or which taken together shall be considered the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement this ____day of **June 2019**.

HHS PRINCIPAL

**BOARD OF EDUCATION,
HERSCHER CUSD#2
KANKAKEE COUNTY, ILLINOIS**

Brad Elliot

By: _____
President

ATTEST:

Secretary

ADMINISTRATOR'S EMPLOYMENT CONTRACT

AGREEMENT made this ____ day of June 2019, between the **BOARD OF EDUCATION OF HERSCHER COMMUNITY UNIT SCHOOL DISTRICT NO. 2, KANKAKEE COUNTY, ILLINOIS**, hereinafter referred to as the "Board," and *Jeremy Heck*, hereinafter referred to as the "Administrator."

WITNESSETH:

A. EMPLOYMENT AND COMPENSATION

1. Contract Duration and Annual Salary

The Board hereby employs the Administrator as *Assistant Principal* for the fiscal year, commencing **July 1, 2019**, and terminating on **June 30, 2020**, with such responsibilities and duties in that connection as may be fixed by the Board in this contract and in its policies, rules and regulations. The Board shall pay to the Administrator an annual salary of **Sixty-seven Thousand, Five Hundred Sixty-eight Dollars (\$67,568)** during the term of this contract, in equal installments in accordance with the rules of the Board governing payments of other certificated, professional staff members in the District. The Administrator hereby accepts employment upon the terms and conditions hereinafter set forth.

2. TRS / THIS Contributions

In addition to the annual salary stated in paragraph A.1 of this contract, the Board shall make a contribution on behalf of the Administrator to the State of Illinois Teachers' Retirement System (TRS) in the amount of 9.4% or less (per ILCS) of the Administrator's creditable earnings in satisfaction of the Administrator's required contribution to TRS. In addition, the Board shall pay the Administrator's required contribution to TRS for Teacher Retirees' Health Insurance ["THIS"]. It is the intention of the parties to qualify all such payments paid by the Board on the Administrator's behalf as employer payments pursuant to Section 414(h) of the *Internal Revenue Code of 1986*, as amended. The Administrator does not have any right or claim to said amounts except as they may become available at the time of retirement or resignation from the State of Illinois Teachers' Retirement System. Both parties acknowledge that the Administrator did not have the option of choosing to receive the contributed amounts directly, instead of having such contributions paid by the Board to the State of Illinois Teachers' Retirement System, and that such contributions are made as a condition of employment to secure the Administrator's future services, knowledge and experience.

3. Salary Adjustments

Any salary or other adjustment or modification in the Administrator's compensation or fringe benefits made during the life of this contract shall be in the form of a written amendment and shall become a part of this contract, but such adjustment or modification shall not be construed as a new contract with the Administrator, nor as an extension of the termination date of this contract.

4. Certificate

During the term of this contract, the Administrator shall hold a valid and properly registered license issued by the State of Illinois Teachers' Certification Board qualifying him to act in the capacity to which he is assigned as an Administrator in the School District.

B. BENEFITS

1. Insurance Benefits

The Board will provide the Administrator with the following insurance benefits:

- (a) Individual and dependent hospitalization and medical insurance in a program approved by the Board; and
- (b) Term life insurance, in the amount of Fifty Thousand Dollars (\$50,000).

2. Sick Leave and Personal Leave

The Administrator shall be granted paid sick leave, as defined in Section 24-6 of *The School Code*, of twelve (12) workdays per contract year accumulative to three hundred forty (340) days.

The Administrator shall be granted three (3) paid personal leave days per contract year for personal business. Unused personal leave days shall be credited towards the Administrator's accumulated sick leave.

3. Professional Dues

The Board shall pay on behalf of the Administrator the annual membership dues to the Illinois Principal's Association.

4. Deferred Compensation Plan/Annuity Policy

From the annual salary stated in paragraph A.1 of this Agreement, the Administrator may: (1) annually defer compensation pursuant to and in accordance with the terms of an eligible state deferred compensation plan as described in Section 457 of the Internal Revenue Code, if adopted by the Board; or (2) authorize a salary reduction in order that the Board may purchase an annuity policy for the Administrator as described in Section 403(b) of the Internal Revenue Code, provided that any amounts deferred under a Section 457 eligible deferred compensation plan will serve to reduce the maximum amount which can be tax sheltered through a Section 403(b) annuity.

5. Other Benefits

- (a) The Administrator shall be allowed such other privileges, leaves, and fringe benefits not specifically enumerated herein but applicable to other full-time certificated personnel, provided the Administrator satisfies any eligibility criteria for such fringe benefits.
- (b) The Board shall reimburse the Administrator for reasonable monthly expenses incurred in the performance of his duties. Itemization shall be made of all expenses incurred and receipts shall be submitted to the Superintendent for review and approval.
- (c) The Board shall reimburse the Administrator Fifty Dollar (\$50.00) monthly for cellular phone expenses incurred. The Administrator will turn in a copy of their cellular phone bill to accounts payable for reimbursement at the next board meeting.

C. DUTIES AND CALENDAR

1. Duties

The duties and responsibilities of the Administrator shall be those duties set forth in the Administrator's job description, those obligations imposed by the laws of the State of

Illinois, all such other professional duties as may be assigned by the Superintendent, and such other duties as required by applicable Board policies and rules.

The Administrator agrees to devote his best efforts to the educational program of the School District and shall not perform any work outside of the duties and responsibilities of the position for which he is employed. Only with the prior approval of the Superintendent and the Board of Education may he undertake consultative work, speaking engagements or other professional duties and obligations.

2. Normal Work Year

The normal work year for the Administrator shall be *Two Hundred Ten (210) days* between July 1 and June 30 annually which will include all student attendance days and teacher work days. The Administrator shall not be entitled to any additional paid days unless specifically required to work beyond the Two Hundred Ten (210) day contract by the Superintendent or the Board.

E. EVALUATION

1. Written Evaluation

The Superintendent in consultation with the Board shall review and assess the Administrator's performance on or before February 1 of each year. The Administrator shall be formally evaluated in writing annually by the Superintendent on or before February 1 of each year. The evaluation shall include a description of the Administrator's duties and responsibilities and the standards to which the Administrator is to perform. It shall consider the Administrator's specific duties, responsibilities, management and competence as an Administrator; specify the Administrator's strengths and weaknesses with supporting reasons; align with research based standards established by the Illinois State Board of Education and use data and indicators on student growth as a significant factor in rating performance. The evaluation shall also consist of a review of the Administrator's progress toward meeting established professional, student performance and academic goals set forth in Appendix A and a review of the Administrator's leadership and management performance relative to his current assignment. The written evaluation shall be signed by both the Superintendent and the Administrator. The Administrator may respond to the evaluation in writing and such response shall be attached to and included in the Administrator's personnel file.

2. Periodic Assessments

The Superintendent will meet with the Administrator periodically throughout the year to review and discuss the Administrator's performance and effectiveness in achieving the performance and professional goals established in cooperation with the Superintendent at the beginning of each term, the Administrator's assigned duties in accordance with the performance standards established for the position and to review progress toward meeting the Administrator's student performance and academic improvement goals listed in Appendix A.

3. Extension/Termination of Contract

The Board shall make a determination regarding the re-employment and assignment of the Administrator no later than February 1. If the Board determines not to re-employ the Administrator or to reassign the Administrator, such decision shall be provided in writing to the Administrator no later than February 1.

This Agreement does not constitute an obligation, either written or implied, for re-employment beyond the term set forth herein.

F. TERMINATION

This employment contract may be terminated by:

- (a) Mutual agreement;
- (b) Permanent disability;
- (c) Discharge for cause;
- (d) Retirement; or
- (e) Resignation, provided, however, the Administrator shall provide the Board at least ninety (90) days advance written notice of the resignation.

1. Permanent Disability

The Board may terminate this contract for reasons of permanent disability or incapacity at any time after the Administrator has exhausted his accumulated sick leave and vacation benefits and either has been absent from his employment for a continuous period of fifty percent (50%) of his work days or presents to the Board upon request a physician's statement certifying that he is permanently disabled or incapacitated, subject to any obligation the Board may have to provide the Administrator an accommodation under the *Americans with Disabilities Act*, as amended. All obligations of the Board shall cease upon written notice of termination for permanent disability or incapacity, provided that the Administrator shall be entitled to a hearing before the Board in closed session if he so requests. Such examination shall be performed by a physician licensed to practice medicine in all its branches, who is selected and paid by the Board. The physician shall prepare a detailed report of the state of the Administrator's physical and/or mental health and submit it to the Board of Education.

2. Discharge for Cause

Discharge for cause shall be for any conduct, act, or failure to act by the Administrator which is detrimental to the best interests of the School District. Reasons for discharge for cause shall be given in writing to the Administrator, who shall be entitled to notice and an opportunity to request a hearing before the Board to discuss such causes. If the Administrator chooses to be accompanied by legal counsel, he/she shall be responsible for any costs involved. The Board hearing shall be conducted in closed session.

G. NOTICE

Any notice or communication permitted or required under this Agreement shall be in writing and shall become effective on the day of mailing thereof by first class mail or certified mail, postage prepaid, addressed:

- (a) ***If to the Board:***
Board of Education
Herscher CUSD No. 2
501 North Main Street - P.O. Box 504
Herscher, IL 60941

- (b) ***If to the Administrator:***
Jeremy Heck
751 N 1790 W Rd
Kankakee, IL 60901

H. APPLICABLE LAW

This Agreement shall be interpreted in accordance with the laws of the State of Illinois. If any portion of this Agreement is determined to be illegal or unenforceable by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect.

I. COMPLETE AGREEMENT

This Agreement contains all the terms agreed upon by the parties with respect to the subject matter of the Agreement and supersedes all prior agreements, arrangements, and communications between the parties concerning such subject matter whether oral or written.

J. COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be considered an original, and all of which taken together shall be considered the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement this ____day of **June 2019**.

HHS ASSISTANT PRINCIPAL

**BOARD OF EDUCATION,
HERSCHER CUSD#2
KANKAKEE COUNTY, ILLINOIS**

Jeremy Heck

By: _____
President

ATTEST:

Secretary

ADMINISTRATOR'S EMPLOYMENT CONTRACT

AGREEMENT made this ____ day of June 2019, between the **BOARD OF EDUCATION OF HERSCHER COMMUNITY UNIT SCHOOL DISTRICT NO. 2, KANKAKEE COUNTY, ILLINOIS**, hereinafter referred to as the "Board," and **Brett Miller**, hereinafter referred to as the "Administrator."

WITNESSETH:

A. EMPLOYMENT AND COMPENSATION

1. Contract Duration and Annual Salary

The Board hereby employs the Administrator as a *School Principal* for the fiscal year, commencing **July 1, 2019** and terminating on **June 30, 2020**, with such responsibilities and duties in that connection as may be fixed by the Board in this contract and in its policies, rules and regulations. The Board shall pay to the Administrator an annual salary of *Ninety-five Thousand Sixty-two Dollars (\$95,062)* during the term of this contract, in equal installments in accordance with the rules of the Board governing payments of other certificated, professional staff members in the District. The Administrator hereby accepts employment upon the terms and conditions hereinafter set forth.

2. TRS / THIS Contributions

In addition to the annual salary stated in paragraph A.1 of this contract, the Board shall make a contribution on behalf of the Administrator to the State of Illinois Teachers' Retirement System (TRS) in the amount of 9.4% or less (per ILCS) of the Administrator's creditable earnings in satisfaction of the Administrator's required contribution to TRS. In addition, the Board shall pay the Administrator's required contribution to TRS for Teacher Retirees' Health Insurance ["THIS"]. It is the intention of the parties to qualify all such payments paid by the Board on the Administrator's behalf as employer payments pursuant to Section 414(h) of the *Internal Revenue Code of 1986*, as amended. The Administrator does not have any right or claim to said amounts except as they may become available at the time of retirement or resignation from the State of Illinois Teachers' Retirement System. Both parties acknowledge that the Administrator did not have the option of choosing to receive the contributed amounts directly, instead of having such contributions paid by the Board to the State of Illinois Teachers' Retirement System, and that such contributions are made as a condition of employment to secure the Administrator's future services, knowledge and experience.

3. Salary Adjustments

Any salary or other adjustment or modification in the Administrator's compensation or fringe benefits made during the life of this contract shall be in the form of a written amendment and shall become a part of this contract, but such adjustment or modification shall not be construed as a new contract with the Administrator, nor as an extension of the termination date of this contract.

4. Certificate

During the term of this contract, the Administrator shall hold a valid and properly registered license issued by the State of Illinois Teachers' Certification Board qualifying him to act in the capacity to which he is assigned as an Administrator in the School District.

B. BENEFITS

1. Insurance Benefits

The Board will provide the Administrator with the following insurance benefits:

- (a) Individual and dependent hospitalization and medical insurance in a program approved by the Board; and
- (b) Term life insurance, in the amount of Fifty Thousand Dollars (\$50,000).

2. Sick Leave, Personal Leave, Vacation Days

The Administrator shall be granted paid sick leave, as defined in Section 24-6 of *The School Code*, of twelve (12) workdays per contract year accumulative to three hundred forty (340) days.

The Administrator shall be granted three (3) paid personal leave days per contract year for personal business. Unused personal leave days shall be credited towards the Administrator's accumulated sick leave.

The Administrator shall receive twenty (20) work days of vacation annually, exclusive of legal holidays. No more than ten (10) work days may be taken in succession nor shall said vacation days be taken during a period of time when school is in session without the express approval of the Board. A maximum of ten (10) unused vacation days may be carried over from one school year to the next.

The Administrator shall also be entitled to all school holidays as set forth in the school calendar. Christmas and Spring breaks shall constitute as work days and any day not worked during such periods shall be treated as a vacation day. The Administrator may exchange a maximum of five (5) unused accumulated vacation days each year for sick leave except in the final four (4) years of employment preceding retirement. In the final three (3) years preceding retirement, the Administrator shall use all of his vacation days by September 1 of the following year or they shall be forfeited. In the final year before retirement, the Administrator shall be paid for any unused vacation days up to a maximum of five (5) after he has submitted his official letter of retirement to the Illinois Teachers Retirement System and received his final pay check from the Board. Any days of sick vacation leave above the five (5) days hereinbefore set forth shall be lost.

3. Professional Dues

The Board shall pay on behalf of the Administrator the annual membership dues to the Illinois Principal's Association.

4. Deferred Compensation Plan/Annuity Policy

From the annual salary stated in paragraph A.1 of this Agreement, the Administrator may: (1) annually defer compensation pursuant to and in accordance with the terms of an eligible state deferred compensation plan as described in Section 457 of the Internal Revenue Code, if adopted by the Board; or (2) authorize a salary reduction in order that the Board may purchase an annuity policy for the Administrator as described in Section 403(b) of the Internal Revenue Code, provided that any amounts deferred under a Section 457 eligible deferred compensation plan will serve to reduce the maximum amount which can be tax sheltered through a Section 403(b) annuity.

5. Other Benefits

- (a) The Administrator shall be allowed such other privileges, leaves, and fringe benefits not specifically enumerated herein but applicable to other full-time certificated personnel, provided the Administrator satisfies any eligibility criteria for such fringe benefits.
- (b) The Board shall reimburse the Administrator for reasonable monthly expenses incurred in the performance of his/her duties. Itemization shall be made of all expenses incurred and receipts shall be submitted to the Superintendent for review and approval.
- (c) The Board shall reimburse the Administrator Fifty Dollar (\$50.00) monthly for cellular phone expenses incurred. The Administrator will turn in a copy of their cellular phone bill to accounts payable for reimbursement at the next board meeting.

C. DUTIES AND CALENDAR

1. Duties

The duties and responsibilities of the Administrator shall be those duties set forth in the Administrator's job description, those obligations imposed by the laws of the State of Illinois, all such other professional duties as may be assigned by the Superintendent, and such other duties as required by applicable Board policies and rules.

The Administrator agrees to devote his best efforts to the educational program of the School District and shall not perform any work outside of the duties and responsibilities of the position for which he is employed. Only with the prior approval of the Superintendent and the Board of Education may he undertake consultative work, speaking engagements or other professional duties and obligations.

2. Normal Work Year

The normal work year for the Administrator shall be *Two Hundred Sixty (260) days* between July 1 and June 30 annually which will include all student attendance days and teacher work days. The Administrator shall not be entitled to any additional paid days unless specifically required to work beyond the Two Hundred Sixty (260) day contract by the Superintendent or the Board.

E. EVALUATION

1. Written Evaluation

The Superintendent in consultation with the Board shall review and assess the Administrator's performance on or before March 1 of each year. The Administrator shall be formally evaluated in writing annually by the Superintendent on or before March 1 of each year. The evaluation shall include a description of the Administrator's duties and responsibilities and the standards to which the Administrator is to perform. It shall consider the Administrator's specific duties, responsibilities, management and competence as an Administrator; specify the Administrator's strengths and weaknesses with supporting reasons; align with research based standards established by the Illinois State Board of Education and use data and indicators on student growth as a significant factor in rating performance. The evaluation shall also consist of a review of the Administrator's progress toward meeting established professional, student performance and academic goals set forth in Appendix A and a review of the Administrator's leadership and management performance relative to his current assignment. The written evaluation shall be signed by both the Superintendent and the Administrator. The Administrator may respond to the

evaluation in writing and such response shall be attached to and included in the Administrator's personnel file.

2. Periodic Assessments

The Superintendent will meet with the Administrator periodically throughout the year to review and discuss the Administrator's performance and effectiveness in achieving the performance and professional goals established in cooperation with the Superintendent at the beginning of each term, the Administrator's assigned duties in accordance with the performance standards established for the position and to review progress toward meeting the Administrator's student performance and academic improvement goals listed in Appendix A.

3. Extension/Termination of Contract

The Board shall make a determination regarding the re-employment and assignment of the Administrator no later than 45 days before the end of the contract term. If the Board determines not to re-employ the Administrator or to reassign the Administrator, such decision shall be provided in writing to the Administrator at least forty-five (45) days before the end of the contract term.

This Agreement does not constitute an obligation, either written or implied, for re-employment beyond the term set forth herein.

F. TERMINATION

This employment contract may be terminated by:

- (a) Mutual agreement;
- (b) Permanent disability;
- (c) Discharge for cause;
- (d) Retirement; or
- (e) Resignation, provided, however, the Administrator shall provide the Board at least ninety (90) days advance written notice of the resignation.

1. Permanent Disability

The Board may terminate this contract for reasons of permanent disability or incapacity at any time after the Administrator has exhausted his accumulated sick leave and vacation benefits and either has been absent from his employment for a continuous period of fifty percent (50%) of his work days or presents to the Board upon request a physician's statement certifying that he is permanently disabled or incapacitated, subject to any obligation the Board may have to provide the Administrator an accommodation under the *Americans with Disabilities Act*, as amended. All obligations of the Board shall cease upon written notice of termination for permanent disability or incapacity, provided that the Administrator shall be entitled to a hearing before the Board in closed session if he so requests. Such examination shall be performed by a physician licensed to practice medicine in all its branches, who is selected and paid by the Board. The physician shall prepare a detailed report of the state of the Administrator's physical and/or mental health and submit it to the Board of Education.

2. Discharge for Cause

Discharge for cause shall be for any conduct, act, or failure to act by the Administrator which is detrimental to the best interests of the School District. Reasons for discharge for cause shall be given in writing to the Administrator, who shall be entitled to notice and an opportunity to request a hearing before the Board to discuss such causes. If the

Administrator chooses to be accompanied by legal counsel, he shall be responsible for any costs involved. The Board hearing shall be conducted in closed session.

G. NOTICE

Any notice or communication permitted or required under this Agreement shall be in writing and shall become effective on the day of mailing thereof by first class mail or certified mail, postage prepaid, addressed:

- (a) *If to the Board:* Board of Education
Herscher C. U. S. D. # 2
501 North Main Street - P.O. Box 504
Herscher, Illinois 60941
- (b) *If to the Administrator:* ***Brett Miller***
4381 Main St (Irwin)
Kankakee IL 60901

H. APPLICABLE LAW

This Agreement shall be interpreted in accordance with the laws of the State of Illinois. If any portion of this Agreement is determined to be illegal or unenforceable by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect.

I. COMPLETE AGREEMENT

This Agreement contains all the terms agreed upon by the parties with respect to the subject matter of the Agreement and supersedes all prior agreements, arrangements, and communications between the parties concerning such subject matter whether oral or written.

J. COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be considered an original, and all or which taken together shall be considered the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement this ____ day of June 2019.

HIS PRINCIPAL

**BOARD OF EDUCATION, HERSCHER CUSD#2
KANKAKEE COUNTY, ILLINOIS**

Brett Miller

By:

President

ATTEST:

Secretary

ADMINISTRATOR'S EMPLOYMENT CONTRACT

AGREEMENT made this ____ day of June 2019, between the **BOARD OF EDUCATION OF HERSCHER COMMUNITY UNIT SCHOOL DISTRICT NO. 2, KANKAKEE COUNTY, ILLINOIS**, hereinafter referred to as the "Board," and *Mark Taylor*, hereinafter referred to as the "Administrator."

WITNESSETH:

A. EMPLOYMENT AND COMPENSATION

1. Contract Duration and Annual Salary

The Board hereby employs the Administrator as a *Assistant Principal* for the fiscal year, commencing July 1, 2019, and terminating on June 30, 2020, with such responsibilities and duties in that connection as may be fixed by the Board in this contract and in its policies, rules and regulations. The Board shall pay to the Administrator an annual salary of *Eighty-six Thousand Five Hundred Ninety-nine Dollars* (\$86,599) during the term of this contract, in equal installments in accordance with the rules of the Board governing payments of other certificated, professional staff members in the District. The Administrator hereby accepts employment upon the terms and conditions hereinafter set forth.

2. TRS / THIS Contributions

In addition to the annual salary stated in paragraph A.1 of this contract, the Board shall make a contribution on behalf of the Administrator to the State of Illinois Teachers' Retirement System (TRS) in the amount of 9.4% or less (per ILCS) of the Administrator's creditable earnings in satisfaction of the Administrator's required contribution to TRS. In addition, the Board shall pay the Administrator's required contribution to TRS for Teacher Retirees' Health Insurance ["THIS"]. It is the intention of the parties to qualify all such payments paid by the Board on the Administrator's behalf as employer payments pursuant to Section 414(h) of the *Internal Revenue Code of 1986*, as amended. The Administrator does not have any right or claim to said amounts except as they may become available at the time of retirement or resignation from the State of Illinois Teachers' Retirement System. Both parties acknowledge that the Administrator did not have the option of choosing to receive the contributed amounts directly, instead of having such contributions paid by the Board to the State of Illinois Teachers' Retirement System, and that such contributions are made as a condition of employment to secure the Administrator's future services, knowledge and experience.

3. Salary Adjustments

Any salary or other adjustment or modification in the Administrator's compensation or fringe benefits made during the life of this contract shall be in the form of a written amendment and shall become a part of this contract, but such adjustment or modification shall not be construed as a new contract with the Administrator, nor as an extension of the termination date of this contract.

4. Certificate

During the term of this contract, the Administrator shall hold a valid and properly registered license issued by the State of Illinois Teachers' Certification Board qualifying him to act in the capacity to which he is assigned as an Administrator in the School District.

B. BENEFITS

1. Insurance Benefits

The Board will provide the Administrator with the following insurance benefits:

- (a) Individual and dependent hospitalization and medical insurance in a program approved by the Board; and
- (b) Term life insurance, in the amount of Fifty Thousand Dollars (\$50,000).

2. Sick Leave and Personal Leave

The Administrator shall be granted paid sick leave, as defined in Section 24-6 of *The School Code*, of twelve (12) workdays per contract year accumulative to three hundred forty (340) days.

The Administrator shall be granted three (3) paid personal leave days per contract year for personal business. Unused personal leave days shall be credited towards the Administrator's accumulated sick leave.

3. Professional Dues

The Board shall pay on behalf of the Administrator the annual membership dues to the Illinois Principal's Association.

4. Deferred Compensation Plan/Annuity Policy

From the annual salary stated in paragraph A.1 of this Agreement, the Administrator may: (1) annually defer compensation pursuant to and in accordance with the terms of an eligible state deferred compensation plan as described in Section 457 of the Internal Revenue Code, if adopted by the Board; or (2) authorize a salary reduction in order that the Board may purchase an annuity policy for the Administrator as described in Section 403(b) of the Internal Revenue Code, provided that any amounts deferred under a Section 457 eligible deferred compensation plan will serve to reduce the maximum amount which can be tax sheltered through a Section 403(b) annuity.

5. Other Benefits

- (a) The Administrator shall be allowed such other privileges, leaves, and fringe benefits not specifically enumerated herein but applicable to other full-time certificated personnel, provided the Administrator satisfies any eligibility criteria for such fringe benefits.
- (b) The Board shall reimburse the Administrator for reasonable monthly expenses incurred in the performance of his duties. Itemization shall be made of all expenses incurred and receipts shall be submitted to the Superintendent for review and approval.
- (c) The Board shall reimburse the Administrator Fifty Dollar (\$50.00) monthly for cellular phone expenses incurred. The Administrator will turn in a copy of their cellular phone bill to accounts payable for reimbursement at the next board meeting.

C. DUTIES AND CALENDAR

1. Duties

The duties and responsibilities of the Administrator shall be those duties set forth in the Administrator's job description, those obligations imposed by the laws of the State of

Illinois, all such other professional duties as may be assigned by the Superintendent, and such other duties as required by applicable Board policies and rules.

The Administrator agrees to devote his best efforts to the educational program of the School District and shall not perform any work outside of the duties and responsibilities of the position for which he is employed. Only with the prior approval of the Superintendent and the Board of Education may he undertake consultative work, speaking engagements or other professional duties and obligations.

2. Normal Work Year

The normal work year for the Administrator shall be *Two Hundred Ten (210) days* between July 1 and June 30 annually which will include all student attendance days and teacher work days. The Administrator shall not be entitled to any additional paid days unless specifically required to work beyond the Two Hundred Ten (210) day contract by the Superintendent or the Board.

E. EVALUATION

1. Written Evaluation

The Superintendent in consultation with the Board shall review and assess the Administrator's performance on or before February 1 of each year. The Administrator shall be formally evaluated in writing annually by the Superintendent on or before February 1 of each year. The evaluation shall include a description of the Administrator's duties and responsibilities and the standards to which the Administrator is to perform. It shall consider the Administrator's specific duties, responsibilities, management and competence as an Administrator; specify the Administrator's strengths and weaknesses with supporting reasons; align with research based standards established by the Illinois State Board of Education and use data and indicators on student growth as a significant factor in rating performance. The evaluation shall also consist of a review of the Administrator's progress toward meeting established professional, student performance and academic goals set forth in Appendix A and a review of the Administrator's leadership and management performance relative to his current assignment. The written evaluation shall be signed by both the Superintendent and the Administrator. The Administrator may respond to the evaluation in writing and such response shall be attached to and included in the Administrator's personnel file.

2. Periodic Assessments

The Superintendent will meet with the Administrator periodically throughout the year to review and discuss the Administrator's performance and effectiveness in achieving the performance and professional goals established in cooperation with the Superintendent at the beginning of each term, the Administrator's assigned duties in accordance with the performance standards established for the position and to review progress toward meeting the Administrator's student performance and academic improvement goals listed in Appendix A.

3. Extension/Termination of Contract

The Board shall make a determination regarding the re-employment and assignment of the Administrator no later than February 1. If the Board determines not to re-employ the Administrator or to reassign the Administrator, such decision shall be provided in writing to the Administrator no later than February 1.

This Agreement does not constitute an obligation, either written or implied, for re-employment beyond the term set forth herein.

F. TERMINATION

This employment contract may be terminated by:

- (a) Mutual agreement;
- (b) Permanent disability;
- (c) Discharge for cause;
- (d) Retirement; or
- (e) Resignation, provided, however, the Administrator shall provide the Board at least ninety (90) days advance written notice of the resignation.

1. Permanent Disability

The Board may terminate this contract for reasons of permanent disability or incapacity at any time after the Administrator has exhausted his accumulated sick leave and vacation benefits and either has been absent from his employment for a continuous period of fifty percent (50%) of his work days or presents to the Board upon request a physician's statement certifying that he is permanently disabled or incapacitated, subject to any obligation the Board may have to provide the Administrator an accommodation under the *Americans with Disabilities Act*, as amended. All obligations of the Board shall cease upon written notice of termination for permanent disability or incapacity, provided that the Administrator shall be entitled to a hearing before the Board in closed session if he so requests. Such examination shall be performed by a physician licensed to practice medicine in all its branches, who is selected and paid by the Board. The physician shall prepare a detailed report of the state of the Administrator's physical and/or mental health and submit it to the Board of Education.

2. Discharge for Cause

Discharge for cause shall be for any conduct, act, or failure to act by the Administrator which is detrimental to the best interests of the School District. Reasons for discharge for cause shall be given in writing to the Administrator, who shall be entitled to notice and an opportunity to request a hearing before the Board to discuss such causes. If the Administrator chooses to be accompanied by legal counsel, he/she shall be responsible for any costs involved. The Board hearing shall be conducted in closed session.

G. NOTICE

Any notice or communication permitted or required under this Agreement shall be in writing and shall become effective on the day of mailing thereof by first class mail or certified mail, postage prepaid, addressed:

- (a) ***If to the Board:***
Board of Education
Herscher CUSD No. 2
501 North Main Street - P.O. Box 504
Herscher, IL 60941

- (b) ***If to the Administrator:***
Mark Taylor
2830 Stone Ridge Dr
Kankakee IL 60901

H. APPLICABLE LAW

This Agreement shall be interpreted in accordance with the laws of the State of Illinois. If any portion of this Agreement is determined to be illegal or unenforceable by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect.

I. COMPLETE AGREEMENT

This Agreement contains all the terms agreed upon by the parties with respect to the subject matter of the Agreement and supersedes all prior agreements, arrangements, and communications between the parties concerning such subject matter whether oral or written.

J. COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be considered an original, and all of which taken together shall be considered the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement this ____day of June 2019.

ASSISTANT PRINCIPAL-LMS

**BOARD OF EDUCATION, HERSCHER CUSD#2
KANKAKEE COUNTY, ILLINOIS**

Mark Taylor

By:

President

ATTEST:

Secretary

ADMINISTRATOR'S EMPLOYMENT CONTRACT

AGREEMENT made this ____ day of June 2019, between the **BOARD OF EDUCATION OF HERSCHER COMMUNITY UNIT SCHOOL DISTRICT NO. 2, KANKAKEE COUNTY, ILLINOIS**, hereinafter referred to as the "Board," and *Molly Wepprecht*, hereinafter referred to as the "Administrator."

WITNESSETH:

A. EMPLOYMENT AND COMPENSATION

1. Contract Duration and Annual Salary

The Board hereby employs the Administrator as *Building Principal* for one year, commencing **July 1, 2019**, and terminating on **June 30, 2020**, with such responsibilities and duties in that connection as may be fixed by the Board in this contract and in its policies, rules and regulations. The Board shall pay to the Administrator an annual salary of *Eighty-four Thousand Four Hundred Thirteen Dollars (\$84,413)* during the term of this contract, in equal installments in accordance with the rules of the Board governing payments of other certificated, professional staff members in the District. The Administrator hereby accepts employment upon the terms and conditions hereinafter set forth.

2. TRS / THIS Contributions

In addition to the annual salary stated in paragraph A.1 of this contract, the Board shall make a contribution on behalf of the Administrator to the State of Illinois Teachers' Retirement System (TRS) in the amount of 9.4% of the Administrator's creditable earnings in satisfaction of the Administrator's required contribution to TRS. In addition, the Board shall pay the Administrator's required contribution to TRS for Teacher Retirees' Health Insurance ["THIS"]. It is the intention of the parties to qualify all such payments paid by the Board on the Administrator's behalf as employer payments pursuant to Section 414(h) of the *Internal Revenue Code of 1986*, as amended. The Administrator does not have any right or claim to said amounts except as they may become available at the time of retirement or resignation from the State of Illinois Teachers' Retirement System. Both parties acknowledge that the Administrator did not have the option of choosing to receive the contributed amounts directly, instead of having such contributions paid by the Board to the State of Illinois Teachers' Retirement System, and that such contributions are made as a condition of employment to secure the Administrator's future services, knowledge and experience.

3. Salary Adjustments

Any salary or other adjustment or modification in the Administrator's compensation or fringe benefits made during the life of this contract shall be in the form of a written amendment and shall become a part of this contract, but such adjustment or modification shall not be construed as a new contract with the Administrator, nor as an extension of the termination date of this contract.

4. Certificate

During the term of this contract, the Administrator shall hold a valid and properly registered license issued by the State of Illinois Teachers' Certification Board qualifying her to act in the capacity to which she is assigned as an Administrator in the School District.

B. BENEFITS

1. Insurance Benefits

The Board will provide the Administrator with the following insurance benefits:

- (a) Individual and dependent hospitalization and medical insurance in a program approved by the Board; and
- (b) Term life insurance, in the amount of Fifty Thousand Dollars (\$50,000).

2. Sick Leave, Personal Leave, and Vacation Days

The Administrator shall be granted paid sick leave, as defined in Section 24-6 of *The School Code*, of twelve (12) workdays per contract year accumulative to three hundred forty (340) days.

The Administrator shall be granted three (3) paid personal leave days per contract year for personal business. Unused personal leave days shall be credited towards the Administrator's accumulated sick leave.

3. Professional Dues

The Board shall pay on behalf of the Administrator the annual membership dues to the Illinois Principal's Association.

4. Deferred Compensation Plan/Annuity Policy

From the annual salary stated in paragraph A.1 of this Agreement, the Administrator may: (1) annually defer compensation pursuant to and in accordance with the terms of an eligible state deferred compensation plan as described in Section 457 of the Internal Revenue Code, if adopted by the Board; or (2) authorize a salary reduction in order that the Board may purchase an annuity policy for the Administrator as described in Section 403(b) of the Internal Revenue Code, provided that any amounts deferred under a Section 457 eligible deferred compensation plan will serve to reduce the maximum amount which can be tax sheltered through a Section 403(b) annuity.

5. Other Benefits

- (a) The Administrator shall be allowed such other privileges, leaves, and fringe benefits not specifically enumerated herein but applicable to other full-time certificated personnel, provided the Administrator satisfies any eligibility criteria for such fringe benefits.
- (b) The Board shall reimburse the Administrator for reasonable monthly expenses incurred in the performance of his duties. Itemization shall be made of all expenses incurred and receipts shall be submitted to the Superintendent for review and approval.
- (c) The Board shall reimburse the Administrator Fifty Dollar (\$50.00) monthly for cellular phone expenses incurred. The Administrator will turn in a copy of their cellular phone bill to accounts payable for reimbursement at the next board meeting.

C. DUTIES AND CALENDAR

1. Duties

The duties and responsibilities of the Administrator shall be those duties set forth in the Administrator's job description, those obligations imposed by the laws of the State of Illinois, all such other professional duties as may be assigned by the Superintendent, and such other duties as required by applicable Board policies and rules.

The Administrator agrees to devote her best efforts to the educational program of the School District and shall not perform any work outside of the duties and responsibilities of the position for which she is employed. Only with the prior approval of the Superintendent and the Board of Education may she undertake consultative work, speaking engagements or other professional duties and obligations.

2. Normal Work Year

The normal work year for the Administrator shall be *Two Hundred Twenty Five (225)* days between July 1 and June 30 annually which will include all student attendance days and teacher work days. The Administrator shall not be entitled to any additional paid days unless specifically required to work beyond the Two Hundred Twenty Five (225) day contract by the Superintendent or the Board.

E. EVALUATION

1. Written Evaluation

The Superintendent in consultation with the Board shall review and assess the Administrator's performance on or before February 1 of each year. The Administrator shall be formally evaluated in writing annually by the Superintendent on or before February 1 of each year. The evaluation shall include a description of the Administrator's duties and responsibilities and the standards to which the Administrator is to perform. It shall consider the Administrator's specific duties, responsibilities, management and competence as an Administrator; specify the Administrator's strengths and weaknesses with supporting reasons; align with research based standards established by the Illinois State Board of Education and use data and indicators on student growth as a significant factor in rating performance. The evaluation shall also consist of a review of the Administrator's progress toward meeting established professional, student performance and academic goals set forth in Appendix A and a review of the Administrator's leadership and management performance relative to his current assignment. The written evaluation shall be signed by both the Superintendent and the Administrator. The Administrator may respond to the evaluation in writing and such response shall be attached to and included in the Administrator's personnel file.

2. Periodic Assessments

The Superintendent will meet with the Administrator periodically throughout the year to review and discuss the Administrator's performance and effectiveness in achieving the performance and professional goals established in cooperation with the Superintendent at the beginning of each term, the Administrator's assigned duties in accordance with the performance standards established for the position and to review progress toward meeting the Administrator's student performance and academic improvement goals listed in Appendix A.

3. Extension/Termination of Contract

The Board shall make a determination regarding the re-employment and assignment of the Administrator no later than February 1. If the Board determines not to re-employ the Administrator or to reassign the Administrator, such decision shall be provided in writing to the Administrator no later than February 1.

This Agreement does not constitute an obligation, either written or implied, for re-employment beyond the term set forth herein.

F. TERMINATION

This employment contract may be terminated by:

- (a) Mutual agreement;
- (b) Permanent disability;
- (c) Discharge for cause;
- (d) Retirement; or
- (e) Resignation, provided, however, the Administrator shall provide the Board at least ninety (90) days advance written notice of the resignation.

1. Permanent Disability

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G. NOTICE

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- (a) ***If to the Board:*** Board of Education
Herscher Community Unit School District No. 2
501 North Main Street - P.O. Box 504
Herscher, Illinois 60941

- (b) ***If to the Administrator:*** *Molly Wepprecht*
2073-A N 15000 W Rd
Essex IL 60935

H. APPLICABLE LAW

This Agreement shall be interpreted in accordance with the laws of the State of Illinois. If any portion of this Agreement is determined to be illegal or unenforceable by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect.

I. COMPLETE AGREEMENT

This Agreement contains all the terms agreed upon by the parties with respect to the subject matter of the Agreement and supersedes all prior agreements, arrangements, and communications between the parties concerning such subject matter whether oral or written.

J. COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be considered an original, and all of which taken together shall be considered the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement this ____ day of June 2019.

Building Principal-BGS

Molly Wepprecht

**BOARD OF EDUCATION, HERSCHER CUSD#2
KANKAKEE COUNTY, ILLINOIS**

By: _____
President

ATTEST:

Secretary