

ADMINISTRATOR'S EMPLOYMENT CONTRACT

Business Manager

2014-2015

AGREEMENT made this 28th day of January, 2014, between the BOARD OF EDUCATION OF COMMUNITY CONSOLIDATED SCHOOL DISTRICT NO. 64, COOK COUNTY, ILLINOIS, hereinafter referred to as the "Board," and REBECCA ALLARD hereinafter referred to as the "Administrator," the Board and Administrator having mutually agreed to rescind the resignation of the Administrator intended to be effective on June 20, 2014, under her current contract of employment and to extend her employment through June 30, 2015.

A. EMPLOYMENT AND COMPENSATION

1. **Salary and Term of Employment.** The Board hereby employs the Administrator for the 2014-2015 school year, a single-year period of 260 days, commencing on July 1, 2014, and terminating on June 30, 2015, at an annual salary of Two Hundred Twelve Thousand and Sixty-Three Dollars (\$212,063.00), which amount reflects an increase of two percent (2%) in the Administrator's creditable earnings reportable to the Teacher's Retirement System over her compensation package for the 2013-2014 school year. In addition to the salary stated above, the Administrator's compensation package includes payments by the Board as itemized under paragraph C of this contract. The Administrator's salary shall be payable in 26 equal installments in accordance with the rules of the Board governing payments of other administrative staff members in the District.

The Administrator hereby submits her irrevocable notice of intent to resign for retirement purposes on June 30, 2015, which the Board hereby accepts. The Administrator further accepts employment during her last year of service in the District upon the terms and conditions hereinafter set forth.

2. **Teacher's Retirement System and Health Insurance Security Fund.** From within the compensation provided in paragraph A.1 of this contract, the Board shall pay on behalf of the Administrator to the State of Illinois Teachers' Retirement System and the Teachers' Health Insurance Security Fund the Administrator's required contributions to said pension system and health fund. The Administrator 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. 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 Teachers' Retirement System and Teacher Health Insurance Security Fund, and further acknowledge that such contributions are made as a condition of employment to secure the Administrator's future services, knowledge and experience.

B. CONDITIONS OF EMPLOYMENT

1. **Certificate/License.** During the term of this contract, the Administrator shall hold and maintain a valid and properly registered administrative certificate/license issued by the State of Illinois Teachers' Certification Board qualifying her to act as an Administrator and Chief School Business Official in the School District.

2. **Employment Representations.** The Administrator represents that she is not under contract with any other school district for any portion of the term covered by this contract. The Administrator further represents that all information provided to the District in the process of application for employment was true and complete.

3. **Medical Examination.** The Administrator shall submit, at Board expense, to a physical or mental examination by a physician licensed in Illinois to practice medicine and surgery in all its branches whenever the Board deems such examination necessary and in accordance with applicable law. As a condition of employment, the Administrator also agrees to comply with all health requirements established by law.

C. BENEFITS

1. **Mileage and Communication Reimbursement.** The Administrator shall be reimbursed at the rate established by the Internal Revenue Service for mileage costs incurred with her personal vehicle in the performance of her official duties. The Board shall also provide the Administrator with a monthly allowance of One Hundred Ten Dollars (\$110.00) for costs for cell phone or internet use sustained by the Administrator for business-related purposes. Substantiation of all expenses incurred pursuant to this provision shall be made by the Administrator in accordance with the regulations of the *Internal Revenue Code*.

2. **Reimbursement of Business Expenses.** The Board shall reimburse the Administrator for reasonable expenses incurred in the performance of her duties based on the Professional Growth allowance (see #6). Substantiation of all expenses incurred pursuant to this provision shall be made by the Administrator in accordance with the regulations of the *Internal Revenue Code*, as amended.

3. **Insurance and Options Allowance.** The Board will provide the Administrator with the following benefits:

- a. Single health and dental insurance under the District's group medical insurance plan, provided the Administrator contributes the premium costs required under the Board's Bargaining Agreement with the PREA.
- b. Long-term disability insurance coverage, as provided under any group program effective in the District, which provides benefits in the amount of

70% of salary coordinated with TRS disability insurance benefits, and subject to all eligibility conditions of the District's group program carrier;

- c. Liability insurance, as provided to other administrators; and
- d. Term life insurance, in the amount of One Hundred Fifty Thousand Dollars (\$150,000.00), subject to all eligibility conditions of the District's group program carrier.

4. **Vacation.** The Administrator shall be entitled to a paid vacation of twenty (20) working days annually. Administrators may access their first allocation of vacation days during the first year of employment. Vacation days for the Administrator must be scheduled during the summer months, except that no vacation time can be taken in the week following the last day of student attendance or the week preceding the opening of school. With the approval of the Superintendent, the Administrator may be allowed to schedule brief (1 or 2 days at a time) vacation days during the school year. Any vacation time in excess of three (3) consecutive school days shall be mutually agreed upon by the Superintendent and the Administrator. Vacation must be taken within the twelve-month contract period and, if unused, may not be carried over to the following year.

The Administrator shall also be entitled to all legal school holidays as specified on the District calendar. During official winter and spring break periods when students are not in attendance, the Administrator shall report to work only on a needs basis and/or as required by the Superintendent; days not worked during these breaks will not be charged as vacation days. Any unused and uncompensated vacation time accumulated in the final year of the Administrator's employment shall be paid to the Administrator as a post-separation severance payment after the Administrator has retired or otherwise left the District.

5. **Sick, Personal, and Religious Leave.** The Administrator shall be granted sick leave, as defined in Section 24-6 of the *School Code*, equal to the normal annual allotment to which teachers are entitled under the PREA Collective Bargaining Agreement. Unused sick days may be accumulated up to 340 days. The Administrator shall also be afforded three (3) paid leave days annually for personal business. These personal leave days may accumulate to a maximum of six (6) days. If unused, the personal leave days shall be added to the Administrator's accumulated sick leave. When the Administrator's religion requires worship or observance that cannot be performed other than during work hours or on a day not designated on the District calendar as a non-attendance day, the Administrator shall be afforded up to two (2) paid days for religious leave annually, which days shall be deducted from the Administrator's accumulated sick leave; additional time necessary for religious leave shall be deducted from personal and/or vacation days.

6. **Professional Growth Allowance.** The Board shall provide the Administrator with an annual allowance in the amount of Three Thousand Five Hundred and 00/100 Dollars (\$3,500). This allowance may be used by the Administrator as approved by the Superintendent for dues or membership fees in professional educational organizations or for attendance at a professional educational conference. Attendance at a national conference will not be approved in the year preceding the Administrator's retirement unless unique needs or circumstances exist and are

approved by the Superintendent. The allowance may also be used for tuition in classes approved by the Superintendent. If the allowance is used for tuition, the Administrator must submit transcripts to the District at the end of the semester showing successful completion of the class (a final grade of A or B) for which the tuition has been advanced by the District. If the class is not successfully completed, the Administrator must reimburse the District for the costs of the courses. The Administrator may also use the allowance for a technology option under a program jointly developed by the Administrator and the Superintendent. All items purchased under the technology option must be on the District inventory and shall be deemed property of the School District. The Administrator's annual allowance may accumulate for a maximum of two (2) years.

7. **Annuities and Deferred Compensation.** From the annual salary stated in paragraph A.1 of this contract, 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(b) of the *Internal Revenue Code* if adopted by the Board, and/or (2) authorize a salary reduction in order that the Board may purchase an annuity product for the Administrator as described in Section 403(b) of the *Internal Revenue Code* and consistent with the District's 403(b) Plan, provided that the Administrator confirms that any such deferrals or reductions for purchase of annuities are within *Internal Revenue Code* limitations.

8. **Merit Award.** The Administrator is eligible for and may receive a merit award (generally not to exceed Two Thousand Five Hundred and 00/100 Dollars (\$2,500.00)) allocated from a fund established by the Board for creative contributions or meritorious performance. The Superintendent will determine the recipients of the merit award annually.

D. RESPONSIBILITIES AND DUTIES

1. **Responsibilities and Duties.** The Administrator, as directed in her job description as Chief School Business Official, shall assist the Superintendent in the fiscal and administrative operation and management of the School District. The Administrator shall also assume any additional administrative responsibilities and duties as may be assigned, under the supervision and direction of the Superintendent and in accordance with the laws of the State of Illinois and the policies, rules and regulations of the Board, for the planning, operation and evaluation of the educational program of the District. The Administrator shall be responsible for, and deemed to have knowledge of, all of the policies, rules and regulations established by the Board and shall comply with their requirements.

2. **Extent of Service.** The Administrator shall devote her entire time, attention, and energy to the business of the School District and related professional activities. With the permission of the Superintendent, the Administrator may attend university courses, seminars, or other professional growth activities; serve as a consultant to another district or educational agency for a short-term duration without loss of salary; lecture; and engage in writing activities and speaking engagements. The Administrator may not jeopardize the functioning of the School District by any lengthy and conspicuous absence for such professional activities.

3. **Evaluation.** The Administrator's performance shall be appraised annually by the Superintendent and a written evaluation provided to the Administrator. The evaluation shall be considered by the Superintendent in determining whether the administrator should be receive a merit award as set forth in paragraph C.8 of this contract.

E. NON-RENEWAL AND AMENDMENT OF CONTRACT

1. **Non-Renewal.** This contract shall expire on June 30, 2015, and shall not be renewed because of the Administrator's submission of an irrevocable notice of resignation for retirement purposes effective that date. The Administrator shall not receive any notice of intent not to renew her employment that might otherwise be required under the *School Code*.

2. **Amendment.** Any salary or other adjustment or modification 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 or as an extension of the termination date of this contract.

F. TERMINATION

1. **Grounds for Termination.** This employment contract may be terminated during its term by:

- a. Mutual agreement;
- b. Permanent disability (inability to perform essential job functions with or without accommodation);
- c. Discharge for cause; or
- d. Death of the Administrator.

2. **Cause.** Discharge for cause during the term of this contract shall be for any conduct, act, or failure to act by the Administrator which, in the discretion of the Board, is deemed 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 a hearing before the Board to discuss such causes. If the Administrator chooses to be accompanied by legal counsel, she shall bear any costs therein involved. The Board hearing shall be conducted in executive session.

G. MISCELLANEOUS

1. Any notice required to be given under this contract shall be deemed sufficient if it is in writing and sent by mail to the last known residence of the Administrator or the President of the Board.
2. This contract has been executed in Illinois and shall be governed in accordance with the laws of the State of Illinois in every respect.
3. Paragraph headings and numbers have been inserted for convenience of reference only and, if there shall be any conflict between such headings or numbers and the text

of this contract, the text shall control.

4. This contract 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.
5. This contract contains all the terms agreed upon by the parties with respect to the subject matter of this contract and supersedes all prior agreements, arrangements, and communications between the parties concerning such subject matter, whether oral or written.
6. This contract shall inure to the benefit of and be binding upon the Administrator and her heirs, assigns, and executors and the Board and its successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Agreement this 28th day of January, 2014, upon formal approval by the Board at a duly convened meeting held this same date.

ADMINISTRATOR

**BOARD OF EDUCATION
COMMUNITY CONSOLIDATED SCHOOL
DISTRICT NO. 64,
COOK COUNTY, ILLINOIS**

Rebecca Allard

By: _____
President

ATTEST:

Secretary

Date: _____

Date: _____

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