

**IMRF ADMINISTRATOR'S CONTRACT**  
**(July 1, 2020 through June 30, 2021)**

THIS AGREEMENT is between the Board of Education (the "Board") of Elmhurst Community Unit School District Number 205, DuPage and Cook Counties, Illinois (the "School District") and **Beverly Redmond** ("the Administrator"). The Board and the Administrator agree as follows:

1. **EMPLOYMENT.** In accordance with the provisions of Section 10-23.8a of the School Code of Illinois 105 ILCS 5/10-23.8a, the Administrator is hereby employed as an Administrator in the School District (currently assigned as Executive Director of Communications and Public Relations) for the one-year period beginning July 1, 2020, and extending through June 30, 2021.
2. **DUTIES.** The duties and responsibilities of the Administrator shall be those duties prescribed by federal and state law and regulations and by the policies, regulations, job description and directions of the Board and the Superintendent, all as may be amended or modified from time to time, and as are reasonably incidental thereto.
3. **SALARY.** The Board, as compensation for the duties set forth in this contract, shall pay the Administrator a base annual salary of ONE HUNDRED THIRTY FOUR THOUSAND FOUR HUNDRED AND 63/100 DOLLARS (\$134,400.63).
4. **IMRF CONTRIBUTION.** As a deduction from the base annual salary provided for in paragraph 4 above, the Board shall pick up and pay, on behalf of the Administrator, the employee retirement contributions to the Illinois Municipal Retirement Fund (IMRF). Although designated by the Illinois Pension Code as employee contributions, the amounts herein required to be picked up by the Board shall be paid by the Board in lieu of contributions by the Administrator pursuant to Section 414(h)(2) of the Internal Revenue Code. The Administrator shall not have the option of choosing to receive directly the amounts contributed to IMRF by the Board on the Administrator's behalf, nor any right or claim to the contributions to IMRF except as such may subsequently become available pursuant to the provisions of the Pension Code and IMRF rules and regulations.
5. **EVALUATION.** The Superintendent or other administrator designated by the Superintendent shall evaluate the Administrator's performance in writing in accordance with the District's evaluation program.
6. **LICENSE.** The Administrator shall furnish to the Board before beginning employment under this contract a valid and appropriate license to act in the capacity in which the Administrator is assigned, if a license is required by law or the Administrator's job description. The Administrator shall keep the license in effect at all times during the term of this contract, unless otherwise waived in writing by the Superintendent.
7. **OUTSIDE ACTIVITIES.** The professional and employment activities of the Administrator shall be confined to the business of the School District, except as otherwise approved in advance by the Superintendent.

8. **TERMINATION**

**A. Termination for Cause During the Term of the Contract.** In the event the Board intends to terminate this contract before its expiration for cause, the Board or its designee shall give the Administrator written notice of such intention, together with a statement of the reasons for termination. Discharge for cause shall be for conduct which is prejudicial to the School District, including, but not limited to, the failure to obtain and maintain the requisite license, negligence, inefficiency, cruelty, incompetency, insubordination, breach of contract, immorality, material failure to meet the goals of this contract, or other sufficient cause. Within five (5) days after receipt of such notice, the Administrator may request in writing a hearing before the Board, which shall be in closed session. If no hearing is timely requested, the termination shall become effective on the date specified in the Board's notice. Pending any hearing requested by the Administrator, the Board may suspend the Administrator with or without pay. At the conclusion of any hearing, the Board shall determine whether to terminate this contract and the Administrator's employment.

**B. Non-Renewal.** If either the Board or the Administrator decides not to renew this contract at the end of its term, notice of such decision shall be given by no later than April 1 of the last year of this contract.

**C. Termination by Agreement.** During the term of this Agreement, the Board and the Administrator may mutually agree, in writing, to terminate this Agreement. Termination of this Agreement shall not prohibit the Administrator and Board from entering into a new contract.

**D. Termination due to Disability or Death.** Should the Administrator become physically or mentally disabled from performing any substantial duty permanently or for a period of ninety (90) calendar days after the exhaustion of sick, personal and vacation leave days in any 180 calendar-day period, the Board may, at its option, terminate the Administrator's employment upon thirty (30) days' written notice to the Administrator and the opportunity for a hearing before the Board on the issues of disability and performance. Upon termination for this reason, the Board shall pay the Administrator for any accumulated but unused sick leave, up to a maximum amount of TWENTY THOUSAND AND NO/100 (\$20,000.00) DOLLARS, and, if permitted by the District's health and life insurance program, continue such insurance at its expense for a period of sixty (60) days after termination. This sixty-day shall be included in the calculation of the time period available for continuation coverage (commonly referred to as COBRA coverage) under the Internal Revenue Code of 1986. Termination of this Agreement shall also occur upon the death of the Administrator.

**E. Evaluation and Termination/Non-Renewal.** The Board may terminate or non-renew this contract in accordance with this paragraph 9 whether or not the evaluations provided for in paragraph 6 have occurred.

9. **MEDICAL EXAMINATION.** The Administrator shall submit to and furnish the Board with reports of such health examinations as the Board may from time to time require at its expense.

10. **BENEFITS.** The Administrator shall be granted twenty (20) paid vacation days during the term of this contract. The Administrator shall be provided such additional benefits as are set forth in the Board's Benefit Program for Administrators, subject to modification from time to time in the Board's discretion. Additionally, the benefits provided for in this contract or in the Board's Benefit Program for Administrators which reference the benefits for administrators or other employee groups may be modified from time to time in the Board's discretion on the same basis as modified for such administrators or groups.

11. **BACKGROUND INVESTIGATION.** This contract is contingent on completion of the background investigation required of all public school employees by Section 10-21.9 of the School Code of Illinois and of any other background investigation required by law, such as a DCFS, or equivalent, pending investigation or indicated finding check. If the investigation discloses information which would prohibit employment or call into question the Administrator's fitness to serve the School District as the role model required by Section 27-12 of the School Code, the Board may, in its sole discretion, terminate this contract on ten (10) days' written notice to the Administrator. The background investigation may be repeated from time to time upon notice from the Board to the Administrator.

12. **NOTICE.** Any notice or communication permitted or required under this contract shall be made in writing and shall become effective on the day of service thereof by personal service or by first class mail, registered or certified, return receipt requested, postage prepaid, sent to the parties at their respective addresses listed below, or at such other addresses as the parties may from time to time advise in writing. Service by mail as provided above shall be deemed made upon deposit in the mail.

If to the Board:           President, Board of Education  
Elmhurst Community Unit School District 205  
162 S. York  
Elmhurst, Illinois 60126

With a copy to:           Superintendent  
Elmhurst Community Unit School District 205  
162 S. York  
Elmhurst, Illinois 60126

If to the Administrator: Beverly Redmond  
Executive Director of Communications and Public Relations  
Elmhurst Community Unit School District 205  
162 S. York  
Elmhurst, Illinois 60126

With a copy to:           Beverly Redmond  
8531 S Wolcott Avenue  
Chicago, IL 60620

13. **MISCELLANEOUS.**

- A. This contract has been executed in Illinois, and shall be governed in accordance with the laws of the State of Illinois in every respect.
- B. Paragraph headings and numbers have been inserted for convenience of reference only, and if there shall be any conflict between any such headings or numbers and the text of this contract, the text shall control.
- C. 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.
- D. If any provision of this contract is subsequently declared by the proper legislative or judicial authority to be unlawful or unenforceable, all other provisions of the contract shall remain in full force and effect.
- E. This contract contains all the terms and benefits 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.
- F. This contract shall become effective and be deemed dated as of the date the last of the parties signs this contract as set forth below.
- G. This contract is subject to state and federal laws and regulations and the rules and regulations of the Board, all as may be amended from time to time.
- H. This contract may be amended by mutual consent of the parties, or modified as provided above, in writing, with all remaining portions of the contract continuing in effect. No amendment of this contract shall be valid or binding on the parties unless it is in writing and signed by the Board and the Administrator.

BOARD OF EDUCATION OF  
ELMHURST COMMUNITY UNIT  
SCHOOL DISTRICT 205,  
DuPage and Cook Counties, Illinois

ADMINISTRATOR

By: \_\_\_\_\_  
President

\_\_\_\_\_  
Beverly Redmond

Attest: \_\_\_\_\_  
Secretary

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_