
**CHIEF OFFICER OF FINANCE & OPERATIONS
12-MONTH EMPLOYMENT CONTRACT
(2021-2022)**

AGREEMENT made this 16th day of March, 2021, between the **BOARD OF EDUCATION OF COMMUNITY HIGH SCHOOL DISTRICT 155, MCHENRY AND LAKE COUNTIES, ILLINOIS** (hereinafter referred to as the “Board”), and **KEVIN WERNER**, (hereinafter referred to as the “Chief Officer”).

A. EMPLOYMENT AND COMPENSATION

1. **Salary and Term of Employment.** The Board hereby employs the Chief Officer for one (1) year, commencing on July 1, 2021, and terminating on June 30, 2022, at an annual salary of \$162,500.00, payable in twenty-four (24) near equal installments at the middle and end of each month of the Contract Year unless otherwise specified by the Board. Said salary shall be in addition to any other compensation paid to the Chief Officer for other services rendered by the Chief Officer to the Board in another capacity. Notwithstanding the compensation amounts listed herein, under no conditions shall the Chief Officer’s total creditable earnings be increased by an amount that will result in the Board owing an accelerated payment to the Illinois Municipal Retirement Fund (“IMRF”). The term “Contract Year” shall refer to the twelve-month period under this Contract commencing on July 1, 2021, and ending on June 30, 2022. The Chief Officer hereby accepts employment upon the terms and conditions hereinafter set forth.
2. **Illinois Municipal Retirement Fund.** In addition to the annual salary amounts stated in paragraph A.1 of this Contract, the Board shall pay, on behalf of the Chief Officer, the Chief Officer’s required member contributions to IMRF for Tier 2 members at the maximum rate of 4.5% on all reportable compensation. If the required member contribution rate exceeds the limits mentioned herein, such additional contributions shall be withheld by the Board from the Chief Officer’s salary set forth in paragraph A.1 and shall be contributed to IMRF by the Board on behalf of the Chief Officer.

The Chief Officer does not have the right to any contribution amounts that would have been contributed to the IMRF but for the limit imposed for Tier II members. Further the Chief Officer shall not have any right or claim to said amounts contributed by the Board on the Chief Officer’s behalf, or any refunds of same to the Board by IMRF, except as they may become available at the time of retirement or resignation, including but not limited to the right to claim any refund of any overpayment to IMRF. Both Parties acknowledge that the Chief Officer did not have the option of choosing to receive the contributed amounts directly, instead of having such contributions paid by the Board to the IMRF, and further acknowledge that such contributions are made as a condition of employment to secure the Chief Officer’s future services, knowledge and experience.

3. **Reportable Compensation.** The Parties hereby agree that the Board makes no representations regarding the reportable compensation status with respect to any compensation received by the Chief Officer pursuant to the terms of this Contract. Any and all determinations regarding reportable compensation, service credit, and related IMRF issues shall be made by IMRF and, where applicable, a court of competent

jurisdiction.

B. CONDITIONS OF EMPLOYMENT

1. **Licensure.** During the term of this Contract, the Chief Officer is not required to hold a professional educator license.
2. **Employment Representations.** The Chief Officer represents that he/she is not under contract with any other school district or municipality for any portion of the term covered by this Contract that has not been disclosed to and approved by the Superintendent prior to entering into this Contract. The Chief Officer further represents that all information provided to the District in the process of application for employment was true and complete.
3. **Medical Examination.** As a required condition of employment for new employees, and prior to commencing duties under this Contract, the Chief Officer shall submit to a physical examination by a physician licensed in Illinois to practice medicine and surgery in all its branches, and shall provide the Board with evidence of physical fitness to perform duties assigned and freedom from communicable disease, pursuant to Section 24-5 of the *School Code*. The Chief Officer shall further 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 Chief Officer also agrees to comply with all health requirements established by law.
4. **Criminal Background Investigation.** As a required condition of employment for new employees, the Chief Officer shall authorize a criminal background investigation by the Board, pursuant to the *School Code* and a DCFS Child Abuse Registry background investigation. The Chief Officer acknowledges that this Contract is contingent upon the Board deeming acceptable the results of the criminal background investigation, the DCFS Child Abuse Registry check, a Statewide Sex Offender Database check, and a Statewide Murderer and Violent Offender Against Youth Database check. The Chief Officer understands that the Board has relied on the information the Chief Officer provided to the District in the application process in making its decision concerning employment and that the Board reserves the right to terminate this Contract in the event any information the Chief Officer provided to the District during the application process is untrue, inaccurate, or demonstrably incomplete.

C. BENEFITS

1. **Vacation.** The Chief Officer shall not be entitled to any compensation for any period of time during which he/she is absent from duties hereunder unless otherwise provided by law, this Contract, or the lawful rules, regulations, orders and directives heretofore adopted or hereafter adopted or amended by the Board. The vacation policy of District 155 provides for paid vacation beginning on July 1 of the year of initial employment and every July 1 thereafter. The Chief Officer shall be entitled to a paid vacation and to be absent from all of said duties for a period not to exceed twenty-five (25) working days during the Contract Year covered by this Contract, the beginning and ending dates of such vacation to be agreed upon between the Chief Officer and the Superintendent. Vacation days shall be considered earned on a pro-rata basis. In the event the Chief Officer leaves the District's employ before the Contract Year is complete, his/her vacation days shall be prorated according to the percentage of the Contract Year worked (e.g., a termination on November 1, would entitle the Chief Officer to 8.33 earned vacation days for the Contract Year = $25 \times 4/12$.) In the event of a mid-year termination of this Contract, the District shall pay to the Chief Officer any earned and unused vacation days, and the Chief Officer shall reimburse the District for any unearned and used vacation days, *whichever is applicable*. Vacation must be taken within the Contract Year of this Contract. Unused vacation days shall not carry over and shall be considered lost and not available for use or compensation. (Use them or lose them.) The Chief Officer shall also be entitled to all paid holidays designated for the Contract Year for administrative office staff. Winter, Spring and Summer recess periods shall be considered working days unless specifically scheduled and credited toward the vacation days listed above.
2. **Sick Leave and Personal Days.** The Chief Officer shall be granted paid sick leave, as defined in Section 24-6 of the Illinois *School Code* of fourteen (14) working days during the Contract Year. Unused sick leave days may accumulate without limit. In addition, the Chief Officer shall be granted three (3) personal days during the Contract Year. Unused personal days will accrue as sick days in accordance with IMRF guidelines.
3. **Professional Meetings Attendance.** The Chief Officer is expected to attend appropriate professional meetings at the local and state levels, and, subject to prior Superintendent approval, at the national level.
4. **Annuities and Tax Deferred Compensation.**
 - a. **Employee Contributions.** From the annual salary stated in paragraph A.1 of this Contract, the Chief Officer may (1) annually defer compensation pursuant to and in accordance with the terms of an eligible 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 a 403(b) eligible product for the Chief Officer as described in Section 403(b) of the *Internal Revenue Code*, in accordance with the Board's 403(b) Plan if offered, and provided that the Chief Officer confirms that any deferrals and/or reductions are within *Internal Revenue Code* limitations
 - b. **Employer Contributions.** In addition to the annual salary stated in paragraph A.1

of this Contract, the Board may, in its discretion, make a non-elective employer contribution during the Contract Year pursuant to the District 155 Employer Paid 403(b) Plan toward purchase of an eligible investment product on behalf of the Chief Officer as described in Section 403(b) of the *Internal Revenue Code*. Should the Board determine to make such a non-elective employer contribution, it shall be in accordance with and subject to the terms of the District 155 Employer Paid 403(b) Plan, including, but not limited to, its contribution limits, vesting schedule and investment policy. The Chief Officer shall not have the option to receive any such employer contribution in cash.

5. **Reimbursement of Business Expense.** Subject to the Board's expense reimbursement policy and procedures, the Board will reimburse the Chief Officer for all reasonable expenses incurred in the performance of his/her duties. Substantiation of all expenses incurred pursuant to this provision shall be made by the Chief Officer in accordance with the Board's expense reimbursement policy and procedures and the regulations of the *Internal Revenue Code*, as amended.
6. **Professional Organizations/CPA Renewal.** Subject to prior approval of the Superintendent, the Chief Officer shall be reimbursed for dues and membership fees to approved professional organizations and for costs associated with maintaining his/her Certified Public Accountant certification.
7. **Insurance.** The Board makes available to the Chief Officer a plan of health insurance. If the Chief Officer elects coverage under the District's plan, he/she shall pay ten percent (10%) of the cost of the single premium regardless of whether he/she elects single or family coverage. The Board shall pay the balance of the premium for such coverage elected. If at any time during the term of this Contract, the Board's payment of insurance premiums is deemed to constitute a discriminatory or otherwise impermissible benefit under law or regulation subjecting the Board or the Chief Officer to potential penalties, fines, employee benefit plan failures or increased tax payments, then the Board may, in its discretion, determine to decrease its payment for such insurance and make a corresponding increase in the Chief Officer's salary or other compensation to offset the cash value of the reduction in such insurance premium benefit.
8. **Other Benefits.** Notwithstanding anything to the contrary in Board Policy, procedure or practice, this Contract sets forth the entire compensation and monetary benefits available to the Chief Officer.

D. POWERS AND DUTIES AND EVALUATION

1. **Responsibilities and Duties.** The Chief Officer shall assist the Superintendent in the administrative operation and management of the School District. The Chief Officer's duties shall include, but not be limited to, assisting the Superintendent in all activities and responsibilities of the Superintendent within the District. Chief Officer is assigned by the Board and shall act in place of the Superintendent in the event the Superintendent is absent or unable to perform his duties as Superintendent and shall be responsible for all curricular, extra-curricular or administrative matters as may be from time to time

assigned to him/her by the Board, Superintendent, or Associate Superintendent including, as outlined in the Chief Officer - Finance & Operations Job Description by the Board and incorporated herein by reference and attached hereto as Exhibit A, which may be modified from time to time. The Chief Officer 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 School District. The Chief Officer 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. During the term of this Contract, the Board, in its sole discretion, may assign alternate duties to and/or transfer the Chief Officer to another position in the District, provided the Chief Officer's salary and benefits afforded under this Contract are not reduced.

2. **Extent of Service.** The Chief Officer shall devote his/her entire time, attention, and energy to the business of the School District and related professional activities. With the prior permission of the Superintendent, the Chief Officer may attend university courses, seminars, or other professional growth activities; serve as a consultant/contractor to another district, municipality or educational agency without loss of salary; and engage in writing activities and speaking engagements. The Chief Officer may not jeopardize the functioning of the School District by engaging in any of the aforementioned professional activities or by any lengthy and conspicuous absence for such professional activities. Any outside work the Chief Officer performs that produces compensation from a source other than District 155 cannot be accepted by the Chief Officer in a circumstance where the work was performed during the Chief Officer scheduled working hours with District 155.
3. **Evaluation.** During the term of this Contract, the Chief Officer shall be evaluated by the Superintendent or Superintendent's designee no later than March 1st. The evaluation shall be in writing and one copy of the evaluation shall be included in the Chief Officer's personnel file and one copy shall be provided to the Chief Officer. The Superintendent will report to the Board the results of the evaluation process.

E. RENEWAL, EXTENSION, AND AMENDMENT OF CONTRACT

1. **Renewal.** At the end of this Contract, the Board and Chief Officer may mutually agree to extend the employment of the Chief Officer. In such an event, the Board shall take specific action to enter into a new contract of employment with the Chief Officer.
2. **Non-Renewal.** In the event the Board determines not to renew the employment of the Chief Officer, this Contract shall expire on June 30, 2022. The Chief Officer shall receive written notice of intent not to renew his/her employment by March 1, 2022. Failure of the Board to send such notice shall not prevent the Board from terminating this Contract and such notice is intended only as an accommodation to the Chief Officer and not as creating a binding obligation.
3. **Amendment.** Any salary or other adjustment or modification made during the life of this Contract shall be in the form of a written amendment signed by both parties and shall become a part of this Contract, but such adjustment or modification shall not be

construed as a new contract with the Chief Officer or as an extension of the termination date of this Contract.

F. TERMINATION

1. **Grounds for Termination.** This Contract may be terminated during its term by:
 - a. Mutual agreement;
 - b. Permanent disability (inability to perform essential job functions with or without accommodation). The Chief Officer shall be considered permanently disabled: i) after any absence that renders him/her “permanently ill or incapacitated” in accordance with the terms of any Board Policy on Temporary Illness or Incapacity; ii) if he/she presents to the Board a physician’s statement certifying that he/she is permanently disabled or incapacitated; or iii) if the Board deems the Chief Officer permanently disabled after a Board-required physical or mental examination;
 - c. Discharge for cause;
 - d. Death.
2. **Cause.** Discharge for cause during the term of this Contract shall be for any conduct, act, or failure to act by the Chief Officer which, in the discretion of the Board, is deemed detrimental to the best interests of the School District, including a Board finding that the Chief Officer failed to comply with and abide by all laws or failed to abide by and follow any rule, regulation, order or directive of the Board heretofore adopted or hereafter adopted or amended by the Board. Reasons for discharge for cause shall be given in writing to the Chief Officer, who shall be entitled to notice and a hearing before the Board to discuss such causes. If the Chief Officer chooses to be accompanied by legal counsel, he/she shall bear any costs therein involved. The Board hearing shall be conducted in executive session.
3. **Compensation.** In the event of termination of this Contract, the salary of the Chief Officer shall be prorated to the date of such termination and the Chief Officer shall not be entitled to any compensation after the date of such termination.

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 Chief Officer.
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 insure to the benefit of and be binding upon the Board and its successors and assigns.

IN WITNESS WHEREOF, the Board of Education of Community High School District 155, McHenry and Lake Counties, Illinois, has caused this Contract to be executed by its President and attested by the Secretary, and the Chief Officer has executed this Contract, as of the day and year first written above.

**CHIEF OFFICER-
FINANCE & OPERATIONS**

By: _____
**Kevin Werner
CHIEF OFFICER-
FINANCE & OPERATIONS**

**BOARD OF EDUCATION
COMMUNITY HIGH SCHOOL
DISTRICT NO. 155,
LAKE AND MCHENRY COUNTIES, ILLINOIS**

By: _____
**Jason Blake
President, Board of Education**

ATTEST:

By: _____
**Andrea Miller
Secretary, Board of Education**