ADMINISTRATOR'S EMPLOYMENT AGREEMENT

AGREEMENT made this 14th day of April, 2022, between the **BOARD OF EDUCATION OF HAWTHORN SCHOOL DISTRICT NO. 73**, **LAKE COUNTY**, **ILLINOIS** ("Board") and ALICIA CORRIGAN, ("Corrigan" or "Administrator").

WITNESSETH:

A. <u>EMPLOYMENT AND COMPENSATION</u>

1. The Board hereby employs Corrigan as the Assistant Superintendent of Student Services for three years, commencing July 1, 2022, and terminating on June 30, 2025, with such responsibilities and duties as set forth in the Assistant Superintendent of Student Services job description and as may be fixed by the Board in this Agreement and in its policies, rules, and regulations. The Administrator shall provide professional services for 52 weeks (260 days) for each contract year during the term of this Agreement.

A "contract year" shall be defined as the period from July 1st of one year through June 30th of the following year.

- 2. The Board shall pay to the Administrator a salary of One Hundred Forty-Four Thousand, Nine Hundred dollars, \$144,900.00 for her work during the 2022–2023 contract year in equal installments in accordance with the rules of the Board governing payments of administrative staff members in the District. The Administrator's annual salary for the 2023–2024 contract year, and every contract year thereafter, shall be determined by the Board after the Superintendent's review of the Administrator's performance in accordance with paragraph F, provided that any such annual salary shall not be less than the Administrator's salary for the 2022–2023 contract year. The Administrator hereby accepts employment upon the terms and conditions hereinafter set forth.
- 3. In addition to the annual salary stated in paragraph A.2 of this Agreement, the Board shall make a contribution on behalf of Corrigan to the State of Illinois Teachers' Retirement System ("TRS"), in satisfaction of Corrigan's entire required retirement 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 these amounts except as they may become available at the time of retirement or resignation from TRS. 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 TRS, and that such contributions are made as a condition of employment to secure the Administrator's future services, knowledge and experience.

- 4. Any salary or other modification made during the term of this Agreement shall be in the form of a written amendment and shall become a part of this Agreement, but such modification shall not be construed as a new Agreement with the Administrator, or as an extension of the termination date of this Agreement.
- 5. During the term of this Agreement, the Administrator shall hold a valid Professional Educator License and Endorsement issued by the State of Illinois Teachers' Certification Board qualifying her to act as an Administrator for the District.
- 6. The Administrator acknowledges that by accepting the terms of this multi-year Agreement, the Administrator waives any right to tenure or continued contractual service in the School District for the duration of the multi-year contract or any multi-year contract extension pursuant to Section 5/10-23.8a of the Illinois *School Code*.

B. <u>DUTIES</u>

- 1. The Administrator shall be responsible for the performance of those duties and responsibilities set forth in the Administrator's job description, all such other professional duties as may be assigned by the Superintendent, and such other duties and obligations imposed by the laws and regulations of the State of Illinois, and by the policies, rules, and regulations of the Board.
- 2. The Administrator agrees to devote her best efforts to the educational program of the District and shall not undertake or accept other employment or responsibility which will conflict with her assigned duties.

C. <u>BENEFITS</u>

1. **Insurance Benefits**

The Board will provide the Administrator with the following benefits:

a. <u>Health Insurance:</u>

- i. Full (100%) premium coverage under the District's PPO 750 plan for single or family coverage; or
- ii. Full (100%) premium coverage under the District's HMO plan for single coverage.
- b. <u>Life Insurance</u>: Term life insurance in the amount of 200% of the Administrator's credible earnings, as provided under the program effective in the District.
- c. <u>AD&D Insurance</u>: Accidental Death and Dismemberment Insurance as provided under the program effective in the District.
- d. <u>Dental Insurance</u>: Dental insurance as provided under the program effective in the District.
- e. <u>Long Term Disability Insurance</u>: Long-term disability insurance as provided under the program effective in the District.

2. Vacation

The Administrator shall be entitled to a paid vacation of thirty (30) working days per contract year during the term of this Agreement, to be used as mutually agreed

upon by the Administrator and the Superintendent. Vacation days must be used during the contract year in which they are granted. The Administrator shall also be entitled to all legal school holidays observed by the District. Winter, Spring, and Summer recess periods shall constitute working days unless specifically scheduled and credited toward the vacation days provided for by this paragraph.

The Administrator may elect to receive compensation for (i.e., "cash out") a maximum of five (5) days of earned, unused vacation days at his/her per diem rate (base salary divided by 260) for the contract year in which they were granted. The Administrator shall notify the Board President in writing, with a copy to the Assistant Superintendent of Human Resources, by no later than June 1 of the contract year, of the number of earned, unused vacation days to be exchanged for pay. Compensation for the exchanged vacation days shall be made no later than the end of the contract year.

Annually, the Administrator shall use any earned, accumulated vacation days by December, 31st following the contract year in which the vacation days were earned.

3. Sick Leave

The Administrator shall be granted sick leave, as defined in Section 24-6 of *The School Code*, of twelve (12) working days per contract year during the term of this Agreement. Unused sick days may be accumulated to a maximum of three hundred and forty (340) days. Upon retirement, the Board will pay FIFTY DOLLARS (\$50.00) per unused sick day over the maximum amount of accumulated unused sick days used for retirement credit, as provided for in this paragraph, up to a maximum of twenty-five (25) days. The Administrator shall not otherwise be entitled to payment for any accrued but unused sick leave upon separation of employment from the District.

4. Personal Leave

The Administrator shall be granted personal leave of two (2) working days per contract year during the term of this Agreement. Earned, unused personal days shall carry over into the next school year up to a maximum of four (4) accumulated days. Personal leave days accumulated in excess of four (4) days shall be added to the Administrator's sick leave accumulation. The Administrator shall not be entitled to payment for any accrued but unused personal leave upon separation of employment from the District for any reason.

5. **Professional Growth**

- a. The Administrator shall receive up to TWO THOUSAND DOLLARS (\$2,000.00) each contract year for the purpose of Professional Growth. The expenditure of these funds can be used for conferences, in-service training, taking additional courses, or other professional development needs. The expenditure of these funds is subject to prior written approval from the Superintendent.
- b. The Board shall reimburse the Administrator for all approved expenses incurred in attending local conventions and conferences pertaining to his duties as an Administrator. Included in this provision are annual dues for the recognized Administrator's Association. All reimbursement of funds are subject to prior written approval from the Superintendent.
- c. If the Administrator terminates employment with the District prior to expiration of this Agreement, she agrees to reimburse the District for any monies received for the purpose of tuition reimbursement for advanced studies (classes) within thirty (30) days of termination of employment.

6. Mileage

The Administrator shall be reimbursed for District business travel in her personal vehicle at the IRS approved mileage reimbursement rate.

D. <u>TERMINATION</u>

- 1. This Agreement may be terminated by:
 - Mutual agreement of the parties;
 - b. Permanent disability (as defined below) of the Administrator;
 - c. Discharge of the Administrator for cause (as defined below)
 - d. Resignation, provided, however, the Administrator shall provide the Board at least ninety (90) days advance written notice of the resignation;

- e. Retirement; or
- f. Death of the Administrator.

2. Permanent Disability

The Board may terminate this Agreement for reasons of permanent disability or incapacity at any time after the Administrator has exhausted her accumulated sick leave and personal leave benefits, has been absent from her employment for a continuous period of three (3) months, or presents to the Board upon request a physician's statement certifying that she is permanently disabled or incapacitated. All contractual 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 meeting before the Board if she so requests. The Board reserves the right to require the Administrator to submit to a medical examination, either physical or mental, whenever the Board deems the Administrator disabled. Such examination shall be performed by a physician licensed to practice medicine in all its branches, who is mutually selected and paid by the Board. The Administrator expressly agrees that the physician shall prepare a detailed report of the state of her physical and/or mental health and submit it to the Board.

3. 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 District, or for violation of this Agreement. 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 bear any costs therein involved. The Board hearing shall be conducted in closed session.

E. STUDENT PERFORMANCE AND ACADEMIC IMPROVEMENT GOALS

The Administrator acknowledges that pursuant to Section 10-23.8a of *The School Code*, this multi-year Agreement is subject to performance-based goals which are linked to student performance and academic improvement attributable to the responsibilities and duties of the Administrator. The Administrator's student performance and academic improvement goals for the 2022-2023 contract year will be developed and approved by

the Board and incorporated into Appendix B by contract amendment prior to July 1, 2022. As part of the Administrator's annual evaluation, the Administrator and Superintendent shall meet to review the Administrator's progress towards meeting the student performance and academic improvement goals. The Superintendent will review and assess the Administrator's overall performance based upon the student performance and academic improvement goals, and any other objectives established by the Board. The Board reserves the right to annually adjust or modify the student performance and academic improvement goals listed herein and to establish other goals and objectives for the Administrator.

F. **EVALUATION**

The Superintendent, in consultation with the Board, will review and assess the Administrator's performance on an annual basis. The Superintendent will meet with the Administrator to review the Administrator's performance of assigned duties in accordance with the performance standards established for the position.

G. NOTICE

All notices under this Agreement shall be deemed sufficient if given in writing and served upon the Administrator and the President of the Board personally or by certified mail, return receipt requested, addressed as follows:

1. *If to the Board*: Board of Education Hawthorn School District 73

841 West End Court Vernon Hills, IL 60061

2. *If to the Administrator*: Alicia Corrigan

At last address on file

(or at such other address as may be hereinafter furnished by the Administrator in writing.)

H. MISCELLANEOUS

1. This Agreement is subject to *The School Code*, the regulations of the State Board of Education and the Superintendent of the Educational Service Region encompassing Lake County, and the policies of the Board.

- 2. 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, whether oral or written, concerning such subject matter. Except as may otherwise be provided herein, no subsequent alteration, amendments, change or addition to this Agreement shall be binding upon the parties unless reduced in writing and duly authorized and signed by each of the parties.
- 3. This Agreement has been executed in the State of Illinois and shall be governed in accordance with the laws of Illinois. If any provision of this Agreement is deemed illegal or unenforceable for any reason, the remainder of the Agreement shall remain in full force and effect.
- 4. Section headings and paragraph numbers have been inserted for convenience of reference only. In the event of any conflict between any such headings or numbers and the text of this Agreement, the text shall control.
- 5. 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.
- 6. This Agreement shall be binding upon and inure to the benefit of the Administrator, her successors, assigns, heirs, executors, and personal representatives, and shall be binding upon, and inure to the benefit of the Board, its successors, and assigns.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in their respective names and, in the case of the Board, by its President and Secretary on the day and year first above written.

ADMINISTRATOR	BOARD OF EDUCATION OF HAWTHORN SCHOOL DISTRICT 73, LAKE COUNTY, ILLINOIS	
Alicia Corrigan	By: President	
Date:		

ADMINISTRATOR'S EMPLOYMENT AGREEMENT

AGREEMENT made this 14th day of April, 2022, between the **BOARD OF EDUCATION OF HAWTHORN SCHOOL DISTRICT NO. 73**, **LAKE COUNTY**, **ILLINOIS** ("Board") and KAREN MATURO, ("Maturo" or "Administrator").

WITNESSETH:

A. <u>EMPLOYMENT AND COMPENSATION</u>

1. The Board hereby employs Maturo as the Assistant Superintendent of Innovative Learning for three years, commencing July 1, 2022, and terminating on June 30, 2025, with such responsibilities and duties as set forth in the Assistant Superintendent of Innovative Learning job description and as may be fixed by the Board in this Agreement and in its policies, rules, and regulations. The Administrator shall provide professional services for 52 weeks (260 days) for each contract year during the term of this Agreement.

A "contract year" shall be defined as the period from July 1st of one year through June 30th of the following year.

- 2. The Board shall pay to the Administrator a salary of One Hundred Forty-Six Thousand, One Hundred Sixty-Five dollars, \$146,165.00 for her work during the 2022–2023 contract year in equal installments in accordance with the rules of the Board governing payments of administrative staff members in the District. The Administrator's annual salary for the 2023–2024 contract year, and every contract year thereafter, shall be determined by the Board after the Superintendent's review of the Administrator's performance in accordance with paragraph F, provided that any such annual salary shall not be less than the Administrator's salary for the 2022–2023 contract year. The Administrator hereby accepts employment upon the terms and conditions hereinafter set forth.
- 3. In addition to the annual salary stated in paragraph A.2 of this Agreement, the Board shall make a contribution on behalf of Maturo to the State of Illinois Teachers' Retirement System ("TRS"), in satisfaction of Maturo's entire required retirement 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 these amounts except as they may become available at the time of retirement or resignation from TRS. 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 TRS, and that such contributions are made as a condition of employment to secure the Administrator's future services, knowledge and experience.

- 4. Any salary or other modification made during the term of this Agreement shall be in the form of a written amendment and shall become a part of this Agreement, but such modification shall not be construed as a new Agreement with the Administrator, or as an extension of the termination date of this Agreement.
- 5. During the term of this Agreement, the Administrator shall hold a valid Professional Educator License and Endorsement issued by the State of Illinois Teachers' Certification Board qualifying her to act as an Administrator for the District.
- 6. The Administrator acknowledges that by accepting the terms of this multi-year Agreement, the Administrator waives any right to tenure or continued contractual service in the School District for the duration of the multi-year contract or any multi-year contract extension pursuant to Section 5/10-23.8a of the Illinois *School Code*.

B. <u>DUTIES</u>

- 1. The Administrator shall be responsible for the performance of those duties and responsibilities set forth in the Administrator's job description, all such other professional duties as may be assigned by the Superintendent, and such other duties and obligations imposed by the laws and regulations of the State of Illinois, and by the policies, rules, and regulations of the Board.
- 2. The Administrator agrees to devote her best efforts to the educational program of the District and shall not undertake or accept other employment or responsibility which will conflict with her assigned duties.

C. BENEFITS

1. <u>Insurance Benefits</u>

The Board will provide the Administrator with the following benefits:

a. Health Insurance:

- i. Continuation of the Administrator's grandfathered cash-in-lieu of health insurance benefits in the amount of \$16,277.00, conditioned upon the Administrator's affirmation that she has health insurance from another source or purchases of one of the two district options as noted below.
 - Full (100%) premium coverage under the District's PPO 750 plan for single coverage, plus 50% premium coverage under the District's PPO 750 plan for dependents; or
 - Full (100%) premium coverage under the District's HMO plan for single coverage, plus 50% premium coverage under the District's HMO plan for dependents.
- b. <u>Life Insurance</u>: Term life insurance in the amount of 200% of the Administrator's credible earnings, as provided under the program effective in the District.
- c. <u>AD&D Insurance</u>: Accidental Death and Dismemberment Insurance as provided under the program effective in the District.
- d. <u>Dental Insurance</u>: Dental insurance as provided under the program effective in the District.
- e. <u>Long Term Disability Insurance</u>: Long-term disability insurance as provided under the program effective in the District.

2. Vacation

The Administrator shall be entitled to a paid vacation of thirty (30) working days per contract year during the term of this Agreement, to be used as mutually agreed upon by the Administrator and the Superintendent. Vacation days must be used during the contract year in which they are granted. The Administrator shall also be entitled to all legal school holidays observed by the District. Winter, Spring, and Summer recess periods shall constitute working days unless specifically scheduled and credited toward the vacation days provided for by this paragraph.

The Administrator may elect to receive compensation for (i.e., "cash out") a maximum of five (5) days of earned, unused vacation days at his/her per diem rate (base salary divided by 260) for the contract year in which they were granted. The Administrator shall notify the Board President in writing, with a copy to the Assistant Superintendent of Human Resources, by no later than June 1 of the contract year, of the number of earned, unused vacation days to be exchanged for pay. Compensation for the exchanged vacation days shall be made no later than the end of the contract year.

Annually, the Administrator shall use any earned, accumulated vacation days by December, 31st following the contract year in which the vacation days were earned.

3. Sick Leave

The Administrator shall be granted sick leave, as defined in Section 24-6 of *The School Code*, of twelve (12) working days per contract year during the term of this Agreement. Unused sick days may be accumulated to a maximum of three hundred and forty (340) days. Upon retirement, the Board will pay FIFTY DOLLARS (\$50.00) per unused sick day over the maximum amount of accumulated unused sick days used for retirement credit, as provided for in this paragraph, up to a maximum of twenty-five (25) days. The Administrator shall not otherwise be entitled to payment for any accrued but unused sick leave upon separation of employment from the District.

4. Personal Leave

The Administrator shall be granted personal leave of two (2) working days per contract year during the term of this Agreement. Earned, unused personal days shall carry over into the next school year up to a maximum of four (4) accumulated days. Personal leave days accumulated in excess of four (4) days shall be added to the Administrator's sick leave accumulation. The Administrator shall not be entitled to payment for any accrued but unused personal leave upon separation of employment from the District for any reason.

5. **Professional Growth**

- a. The Administrator shall receive up to TWO THOUSAND DOLLARS (\$2,000.00) each contract year for the purpose of Professional Growth. The expenditure of these funds can be used for conferences, in-service training, taking additional courses, or other professional development needs. The expenditure of these funds is subject to prior written approval from the Superintendent.
- b. The Board shall reimburse the Administrator for all approved expenses incurred in attending local conventions and conferences pertaining to his duties as an Administrator. Included in this provision are annual dues for the recognized Administrator's Association. All reimbursement of funds are subject to prior written approval from the Superintendent.
- c. If the Administrator terminates employment with the District prior to expiration of this Agreement, she agrees to reimburse the District for any monies received for the purpose of tuition reimbursement for advanced studies (classes) within thirty (30) days of termination of employment.

6. Mileage

The Administrator shall be reimbursed for District business travel in her personal vehicle at the IRS approved mileage reimbursement rate.

D. TERMINATION

- 1. This Agreement may be terminated by:
 - a. Mutual agreement of the parties;
 - b. Permanent disability (as defined below) of the Administrator;
 - c. Discharge of the Administrator for cause (as defined below)
 - d. Resignation, provided, however, the Administrator shall provide the Board at least ninety (90) days advance written notice of the resignation;
 - e. Retirement; or
 - f. Death of the Administrator.

2. Permanent Disability

The Board may terminate this Agreement for reasons of permanent disability or incapacity at any time after the Administrator has exhausted her accumulated sick leave and personal leave benefits, has been absent from her employment for a continuous period of three (3) months, or presents to the Board upon request a physician's statement certifying that she is permanently disabled or incapacitated. All contractual 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 meeting before the Board if she so requests. The Board reserves the right to require the Administrator to submit to a medical examination, either physical or mental, whenever the Board deems the Administrator disabled. Such examination shall be performed by a physician licensed to practice medicine in all its branches, who is mutually selected and paid by the Board. The Administrator expressly agrees that the physician shall prepare a detailed report of the state of her physical and/or mental health and submit it to the Board.

3. 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 District, or for violation of this Agreement. 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 bear any costs therein involved. The Board hearing shall be conducted in closed session.

E. STUDENT PERFORMANCE AND ACADEMIC IMPROVEMENT GOALS

The Administrator acknowledges that pursuant to Section 10-23.8a of *The School Code*, this multi-year Agreement is subject to performance-based goals which are linked to student performance and academic improvement attributable to the responsibilities and duties of the Administrator. The Administrator's student performance and academic improvement goals for the 2022-2023 contract year will be developed and approved by the Board and incorporated into Appendix B by contract amendment prior to July 1, 2022. As part of the Administrator's annual evaluation, the Administrator and Superintendent shall meet to review the Administrator's progress towards meeting the student performance and academic improvement goals. The Superintendent will review and assess the Administrator's overall performance based upon the student performance and academic improvement goals, and any other objectives established by the Board. The Board reserves the right to annually adjust or modify the student performance and academic improvement goals listed herein and to establish other goals and objectives for the Administrator.

F. EVALUATION

The Superintendent, in consultation with the Board, will review and assess the Administrator's performance on an annual basis. The Superintendent will meet with the Administrator to review the Administrator's performance of assigned duties in accordance with the performance standards established for the position.

G. NOTICE

All notices under this Agreement shall be deemed sufficient if given in writing and served upon the Administrator and the President of the Board personally or by certified mail, return receipt requested, addressed as follows:

1. *If to the Board*: Board of Education Hawthorn School District 73

841 West End Court Vernon Hills, IL 60061

2. If to the Administrator: Karen Maturo

At last address on file

(or at such other address as may be hereinafter furnished by the Administrator in writing.)

H. MISCELLANEOUS

- 1. This Agreement is subject to *The School Code*, the regulations of the State Board of Education and the Superintendent of the Educational Service Region encompassing Lake County, and the policies of the Board.
- 2. 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, whether oral or written, concerning such subject matter. Except as may otherwise be provided herein, no subsequent alteration, amendments, change or addition to this Agreement shall be binding upon the parties unless reduced in writing and duly authorized and signed by each of the parties.
- 3. This Agreement has been executed in the State of Illinois and shall be governed in accordance with the laws of Illinois. If any provision of this Agreement is deemed illegal or unenforceable for any reason, the remainder of the Agreement shall remain in full force and effect.
- 4. Section headings and paragraph numbers have been inserted for convenience of reference only. In the event of any conflict between any such headings or numbers and the text of this Agreement, the text shall control.
- 5. 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.
- 6. This Agreement shall be binding upon and inure to the benefit of the Administrator, her successors, assigns, heirs, executors, and personal representatives, and shall be binding upon, and inure to the benefit of the Board, its successors, and assigns.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in their respective names and, in the case of the Board, by its President and Secretary on the day and year first above written.

ADMINISTRATOR

BOARD OF EDUCATION OF HAWTHORN SCHOOL DISTRICT 73, LAKE COUNTY, ILLINOIS

	By:	
Karen Maturo	President	
Date:	Attest:	
	Bv:	

ADMINISTRATOR'S EMPLOYMENT AGREEMENT

AGREEMENT made this 14th day of April, 2022, between the **BOARD OF EDUCATION OF HAWTHORN SCHOOL DISTRICT NO. 73**, **LAKE COUNTY**, **ILLINOIS** ("Board") and ADAM PALMER, ("Palmer" or "Administrator").

WITNESSETH:

A. <u>EMPLOYMENT AND COMPENSATION</u>

1. The Board hereby employs Palmer as the Assistant Superintendent for Human Resources for three years, commencing July 1, 2022, and terminating on June 30, 2025, with such responsibilities and duties as set forth in the Assistant Superintendent for Human Resources job description and as may be fixed by the Board in this Agreement and in its policies, rules, and regulations. The Administrator shall provide professional services for 52 weeks (260 days) for each contract year during the term of this Agreement.

A "contract year" shall be defined as the period from July 1st of one year through June 30th of the following year.

- 2. The Board shall pay to the Administrator a salary of One Hundred Fifty-Eight Thousand, Four Hundred Forty-Six dollars, \$158,446.00 for his work during the 2022–2023 contract year in equal installments in accordance with the rules of the Board governing payments of administrative staff members in the District. The Administrator's annual salary for the 2023–2024 contract year, and every contract year thereafter, shall be determined by the Board after the Superintendent's review of the Administrator's performance in accordance with paragraph F, provided that any such annual salary shall not be less than the Administrator's salary for the 2022–2023 contract year. The Administrator hereby accepts employment upon the terms and conditions hereinafter set forth.
- 3. In addition to the annual salary stated in paragraph A.2 of this Agreement, the Board shall make a contribution on behalf of Palmer to the State of Illinois Teachers' Retirement System ("TRS"), in satisfaction of Palmer's entire required retirement 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 these amounts except as they may become available at the time of retirement or resignation from TRS. 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 TRS, and that such contributions are made as a condition of employment to secure the Administrator's future services, knowledge and experience.

- 4. Any salary or other modification made during the term of this Agreement shall be in the form of a written amendment and shall become a part of this Agreement, but such modification shall not be construed as a new Agreement with the Administrator, or as an extension of the termination date of this Agreement.
- 5. During the term of this Agreement, the Administrator shall hold a valid Professional Educator License and Endorsement issued by the State of Illinois Teachers' Certification Board qualifying him to act as an Administrator for the District.
- 6. The Administrator acknowledges that by accepting the terms of this multi-year Agreement, the Administrator waives any right to tenure or continued contractual service in the School District for the duration of the multi-year contract or any multi-year contract extension pursuant to Section 5/10-23.8a of the Illinois *School Code*.

B. <u>DUTIES</u>

- 1. The Administrator shall be responsible for the performance of those duties and responsibilities set forth in the Administrator's job description, all such other professional duties as may be assigned by the Superintendent, and such other duties and obligations imposed by the laws and regulations of the State of Illinois, and by the policies, rules, and regulations of the Board.
- 2. The Administrator agrees to devote his best efforts to the educational program of the District and shall not undertake or accept other employment or responsibility which will conflict with his assigned duties.

C. <u>BENEFITS</u>

1. **Insurance Benefits**

The Board will provide the Administrator with the following benefits:

a. <u>Health Insurance:</u>

- i. Full (100%) premium coverage under the District's PPO 750 plan for single or family coverage; or
- ii. Full (100%) premium coverage under the District's HMO plan for single coverage.
- b. <u>Life Insurance</u>: Term life insurance in the amount of 200% of the Administrator's credible earnings, as provided under the program effective in the District.
- c. <u>AD&D Insurance</u>: Accidental Death and Dismemberment Insurance as provided under the program effective in the District.
- d. <u>Dental Insurance</u>: Dental insurance as provided under the program effective in the District.
- e. <u>Long Term Disability Insurance</u>: Long-term disability insurance as provided under the program effective in the District.

2. Vacation

The Administrator shall be entitled to a paid vacation of thirty (30) working days per contract year during the term of this Agreement, to be used as mutually agreed

upon by the Administrator and the Superintendent. Vacation days must be used during the contract year in which they are granted. The Administrator shall also be entitled to all legal school holidays observed by the District. Winter, Spring, and Summer recess periods shall constitute working days unless specifically scheduled and credited toward the vacation days provided for by this paragraph.

The Administrator may elect to receive compensation for (i.e., "cash out") a maximum of five (5) days of earned, unused vacation days at his/her per diem rate (base salary divided by 260) for the contract year in which they were granted. The Administrator shall notify the Board President in writing, with a copy to the Assistant Superintendent of Human Resources, by no later than June 1 of the contract year, of the number of earned, unused vacation days to be exchanged for pay. Compensation for the exchanged vacation days shall be made no later than the end of the contract year.

Annually, the Administrator shall use any earned, accumulated vacation days by December, 31st following the contract year in which the vacation days were earned.

3. Sick Leave

The Administrator shall be granted sick leave, as defined in Section 24-6 of *The School Code*, of twelve (12) working days per contract year during the term of this Agreement. Unused sick days may be accumulated to a maximum of three hundred and forty (340) days. Upon retirement, the Board will pay FIFTY DOLLARS (\$50.00) per unused sick day over the maximum amount of accumulated unused sick days used for retirement credit, as provided for in this paragraph, up to a maximum of twenty-five (25) days. The Administrator shall not otherwise be entitled to payment for any accrued but unused sick leave upon separation of employment from the District.

4. Personal Leave

The Administrator shall be granted personal leave of two (2) working days per contract year during the term of this Agreement. Earned, unused personal days shall carry over into the next school year up to a maximum of four (4) accumulated days. Personal leave days accumulated in excess of four (4) days shall be added to the Administrator's sick leave accumulation. The Administrator shall not be entitled to payment for any accrued but unused personal leave upon separation of employment from the District for any reason.

5. **Professional Growth**

- a. The Administrator shall receive up to TWO THOUSAND DOLLARS (\$2,000.00) each contract year for the purpose of Professional Growth. The expenditure of these funds can be used for conferences, in-service training, taking additional courses, or other professional development needs. The expenditure of these funds is subject to prior written approval from the Superintendent.
- b. The Board shall reimburse the Administrator for all approved expenses incurred in attending local conventions and conferences pertaining to his duties as an Administrator. Included in this provision are annual dues for the recognized Administrator's Association. All reimbursement of funds are subject to prior written approval from the Superintendent.
- c. If the Administrator terminates employment with the District prior to expiration of this Agreement, he agrees to reimburse the District for any monies received for the purpose of tuition reimbursement for advanced studies (classes) within thirty (30) days of termination of employment.

6. Mileage

The Administrator shall be reimbursed for District business travel in his personal vehicle at the IRS approved mileage reimbursement rate.

D. <u>TERMINATION</u>

- 1. This Agreement may be terminated by:
 - Mutual agreement of the parties;
 - b. Permanent disability (as defined below) of the Administrator;
 - c. Discharge of the Administrator for cause (as defined below)
 - d. Resignation, provided, however, the Administrator shall provide the Board at least ninety (90) days advance written notice of the resignation;

- e. Retirement; or
- f. Death of the Administrator.

2. Permanent Disability

The Board may terminate this Agreement for reasons of permanent disability or incapacity at any time after the Administrator has exhausted his accumulated sick leave and personal leave benefits, has been absent from his employment for a continuous period of three (3) months, or presents to the Board upon request a physician's statement certifying that he is permanently disabled or incapacitated. All contractual 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 meeting before the Board if he so requests. The Board reserves the right to require the Administrator to submit to a medical examination, either physical or mental, whenever the Board deems the Administrator disabled. Such examination shall be performed by a physician licensed to practice medicine in all its branches, who is mutually selected and paid by the Board. The Administrator expressly agrees that the physician shall prepare a detailed report of the state of his physical and/or mental health and submit it to the Board.

3. 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 District, or for violation of this Agreement. 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 bear any costs therein involved. The Board hearing shall be conducted in closed session.

E. STUDENT PERFORMANCE AND ACADEMIC IMPROVEMENT GOALS

The Administrator acknowledges that pursuant to Section 10-23.8a of *The School Code*, this multi-year Agreement is subject to performance-based goals which are linked to student performance and academic improvement attributable to the responsibilities and duties of the Administrator. The Administrator's student performance and academic improvement goals for the 2022-2023 contract year will be developed and approved by

the Board and incorporated into Appendix B by contract amendment prior to July 1, 2022. As part of the Administrator's annual evaluation, the Administrator and Superintendent shall meet to review the Administrator's progress towards meeting the student performance and academic improvement goals. The Superintendent will review and assess the Administrator's overall performance based upon the student performance and academic improvement goals, and any other objectives established by the Board. The Board reserves the right to annually adjust or modify the student performance and academic improvement goals listed herein and to establish other goals and objectives for the Administrator.

F. **EVALUATION**

The Superintendent, in consultation with the Board, will review and assess the Administrator's performance on an annual basis. The Superintendent will meet with the Administrator to review the Administrator's performance of assigned duties in accordance with the performance standards established for the position.

G. NOTICE

All notices under this Agreement shall be deemed sufficient if given in writing and served upon the Administrator and the President of the Board personally or by certified mail, return receipt requested, addressed as follows:

1. *If to the Board*: Board of Education Hawthorn School District 73

841 West End Court Vernon Hills, IL 60061

2. *If to the Administrator*: Adam Palmer

At last address on file

(or at such other address as may be hereinafter furnished by the Administrator in writing.)

H. <u>MISCELLANEOUS</u>

1. This Agreement is subject to *The School Code*, the regulations of the State Board of Education and the Superintendent of the Educational Service Region encompassing Lake County, and the policies of the Board.

- 2. 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, whether oral or written, concerning such subject matter. Except as may otherwise be provided herein, no subsequent alteration, amendments, change or addition to this Agreement shall be binding upon the parties unless reduced in writing and duly authorized and signed by each of the parties.
- 3. This Agreement has been executed in the State of Illinois and shall be governed in accordance with the laws of Illinois. If any provision of this Agreement is deemed illegal or unenforceable for any reason, the remainder of the Agreement shall remain in full force and effect.
- 4. Section headings and paragraph numbers have been inserted for convenience of reference only. In the event of any conflict between any such headings or numbers and the text of this Agreement, the text shall control.
- 5. 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.
- 6. This Agreement shall be binding upon and inure to the benefit of the Administrator, his successors, assigns, heirs, executors, and personal representatives, and shall be binding upon, and inure to the benefit of the Board, its successors, and assigns.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in their respective names and, in the case of the Board, by its President and Secretary on the day and year first above written.

ADMINISTRATOR	BOARD OF EDUCATION OF HAWTHORN SCHOOL DISTRICT 73, LAKE COUNTY, ILLINOIS	
Adam Palmer	By:President	
Date:	Attest: By:	

<u>ADMINISTRATOR'S EMPLOYMENT AGREEMENT</u>

AGREEMENT made this 14th day of April, 2022, between the **BOARD OF EDUCATION OF HAWTHORN SCHOOL DISTRICT NO. 73**, **LAKE COUNTY**, **ILLINOIS** ("Board") and ALLISON STEIN, ("Stein" or "Administrator").

WITNESSETH:

A. <u>EMPLOYMENT AND COMPENSATION</u>

1. The Board hereby employs Stein as the Assistant Superintendent for Teaching and Learning for three years, commencing July 1, 2022, and terminating on June 30, 2025, with such responsibilities and duties as set forth in the Assistant Superintendent for Teaching and Learning job description and as may be fixed by the Board in this Agreement and in its policies, rules, and regulations. The Administrator shall provide professional services for 52 weeks (260 days) for each contract year during the term of this Agreement.

A "contract year" shall be defined as the period from July 1st of one year through June 30th of the following year.

- 2. The Board shall pay to the Administrator a salary of One Hundred Sixty-Two Thousand and Ninety dollars, \$162,090.00 for her work during the 2022–2023 contract year in equal installments in accordance with the rules of the Board governing payments of administrative staff members in the District. The Administrator's annual salary for the 2023–2024 contract year, and every contract year thereafter, shall be determined by the Board after the Superintendent's review of the Administrator's performance in accordance with paragraph F, provided that any such annual salary shall not be less than the Administrator's salary for the 2022–2023 contract year. The Administrator hereby accepts employment upon the terms and conditions hereinafter set forth.
- 3. In addition to the annual salary stated in paragraph A.2 of this Agreement, the Board shall make a contribution on behalf of Stein to the State of Illinois Teachers' Retirement System ("TRS"), in satisfaction of Stein's entire required retirement 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 these amounts except as they may become available at the time of retirement or resignation from TRS. 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 TRS, and that such contributions are made as a condition of employment to secure the Administrator's future services, knowledge and experience.

- 4. Any salary or other modification made during the term of this Agreement shall be in the form of a written amendment and shall become a part of this Agreement, but such modification shall not be construed as a new Agreement with the Administrator, or as an extension of the termination date of this Agreement.
- 5. During the term of this Agreement, the Administrator shall hold a valid Professional Educator License and Endorsement issued by the State of Illinois Teachers' Certification Board qualifying her to act as an Administrator for the District.
- 6. The Administrator acknowledges that by accepting the terms of this multi-year Agreement, the Administrator waives any right to tenure or continued contractual service in the School District for the duration of the multi-year contract or any multi-year contract extension pursuant to Section 5/10-23.8a of the Illinois *School Code*.

B. <u>DUTIES</u>

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

2. The Administrator agrees to devote her best efforts to the educational program of the District and shall not undertake or accept other employment or responsibility which will conflict with her assigned duties.

C. <u>BENEFITS</u>

1. <u>Insurance Benefits</u>

The Board will provide the Administrator with the following benefits:

a. Health Insurance:

- i. Full (100%) premium coverage under the District's PPO 750 plan for single or family coverage; or
- ii. Full (100%) premium coverage under the District's HMO plan for single coverage.
- b. <u>Life Insurance</u>: Term life insurance in the amount of 200% of the Administrator's credible earnings, as provided under the program effective in the District.
- c. <u>AD&D Insurance</u>: Accidental Death and Dismemberment Insurance as provided under the program effective in the District.
- d. <u>Dental Insurance</u>: Dental insurance as provided under the program effective in the District.
- e. <u>Long Term Disability Insurance</u>: Long-term disability insurance as provided under the program effective in the District.

2. Vacation

The Administrator shall be entitled to a paid vacation of thirty (30) working days per contract year during the term of this Agreement, to be used as mutually agreed upon by the Administrator and the Superintendent. Vacation days must be used during the contract year in which they are granted. The Administrator shall also be entitled to all legal school holidays observed by the District. Winter, Spring, and Summer recess periods shall constitute working days unless specifically scheduled and credited toward the vacation days provided for by this paragraph.

The Administrator may elect to receive compensation for (i.e., "cash out") a maximum of five (5) days of earned, unused vacation days at his/her per diem rate (base salary divided by 260) for the contract year in which they were granted. The Administrator shall notify the Board President in writing, with a copy to the Assistant Superintendent of Human Resources, by no later than June 1 of the contract year, of the number of earned, unused vacation days to be exchanged for pay. Compensation for the exchanged vacation days shall be made no later than the end of the contract year.

Annually, the Administrator shall use any earned, accumulated vacation days by December, 31st following the contract year in which the vacation days were earned.

3. Sick Leave

The Administrator shall be granted sick leave, as defined in Section 24-6 of *The School Code*, of twelve (12) working days per contract year during the term of this Agreement. Unused sick days may be accumulated to a maximum of three hundred and forty (340) days. Upon retirement, the Board will pay FIFTY DOLLARS (\$50.00) per unused sick day over the maximum amount of accumulated unused sick days used for retirement credit, as provided for in this paragraph, up to a maximum of twenty-five (25) days. The Administrator shall not otherwise be entitled to payment for any accrued but unused sick leave upon separation of employment from the District.

4. Personal Leave

The Administrator shall be granted personal leave of two (2) working days per contract year during the term of this Agreement. Earned, unused personal days

shall carry over into the next school year up to a maximum of four (4) accumulated days. Personal leave days accumulated in excess of four (4) days shall be added to the Administrator's sick leave accumulation. The Administrator shall not be entitled to payment for any accrued but unused personal leave upon separation of employment from the District for any reason.

5. **Professional Growth**

- a. The Administrator shall receive up to TWO THOUSAND DOLLARS (\$2,000.00) each contract year for the purpose of Professional Growth. The expenditure of these funds can be used for conferences, in-service training, taking additional courses, or other professional development needs. The expenditure of these funds is subject to prior written approval from the Superintendent.
- b. The Board shall reimburse the Administrator for all approved expenses incurred in attending local conventions and conferences pertaining to his duties as an Administrator. Included in this provision are annual dues for the recognized Administrator's Association. All reimbursement of funds are subject to prior written approval from the Superintendent.
- c. If the Administrator terminates employment with the District prior to expiration of this Agreement, she agrees to reimburse the District for any monies received for the purpose of tuition reimbursement for advanced studies (classes) within thirty (30) days of termination of employment.

6. Mileage

The Administrator shall be reimbursed for District business travel in her personal vehicle at the IRS approved mileage reimbursement rate.

D. TERMINATION

- 1. This Agreement may be terminated by:
 - a. Mutual agreement of the parties;

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

2. Permanent Disability

The Board may terminate this Agreement for reasons of permanent disability or incapacity at any time after the Administrator has exhausted her accumulated sick leave and personal leave benefits, has been absent from her employment for a continuous period of three (3) months, or presents to the Board upon request a physician's statement certifying that she is permanently disabled or incapacitated. All contractual 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 meeting before the Board if she so requests. The Board reserves the right to require the Administrator to submit to a medical examination, either physical or mental, whenever the Board deems the Administrator disabled. Such examination shall be performed by a physician licensed to practice medicine in all its branches, who is mutually selected and paid by the Board. The Administrator expressly agrees that the physician shall prepare a detailed report of the state of her physical and/or mental health and submit it to the Board.

3. 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 District, or for violation of this Agreement. 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 bear any costs therein involved. The Board hearing shall be conducted in closed session.

E. STUDENT PERFORMANCE AND ACADEMIC IMPROVEMENT GOALS

The Administrator acknowledges that pursuant to Section 10-23.8a of *The School Code*, this multi-year Agreement is subject to performance-based goals which are linked to student performance and academic improvement attributable to the responsibilities and duties of the Administrator. The Administrator's student performance and academic improvement goals for the 2022-2023 contract year will be developed and approved by the Board and incorporated into Appendix B by contract amendment prior to July 1, 2022. As part of the Administrator's annual evaluation, the Administrator and Superintendent shall meet to review the Administrator's progress towards meeting the student performance and academic improvement goals. The Superintendent will review and assess the Administrator's overall performance based upon the student performance and academic improvement goals, and any other objectives established by the Board. The Board reserves the right to annually adjust or modify the student performance and academic improvement goals listed herein and to establish other goals and objectives for the Administrator.

F. EVALUATION

The Superintendent, in consultation with the Board, will review and assess the Administrator's performance on an annual basis. The Superintendent will meet with the Administrator to review the Administrator's performance of assigned duties in accordance with the performance standards established for the position.

G. NOTICE

All notices under this Agreement shall be deemed sufficient if given in writing and served upon the Administrator and the President of the Board personally or by certified mail, return receipt requested, addressed as follows:

1. *If to the Board*: Board of Education Hawthorn School District 73

841 West End Court Vernon Hills, IL 60061

2. If to the Administrator: Allison Stein

At last address on file

(or at such other address as may be hereinafter furnished by the Administrator in writing.)

H. MISCELLANEOUS

- 1. This Agreement is subject to *The School Code*, the regulations of the State Board of Education and the Superintendent of the Educational Service Region encompassing Lake County, and the policies of the Board.
- 2. 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, whether oral or written, concerning such subject matter. Except as may otherwise be provided herein, no subsequent alteration, amendments, change or addition to this Agreement shall be binding upon the parties unless reduced in writing and duly authorized and signed by each of the parties.
- 3. This Agreement has been executed in the State of Illinois and shall be governed in accordance with the laws of Illinois. If any provision of this Agreement is deemed illegal or unenforceable for any reason, the remainder of the Agreement shall remain in full force and effect.
- 4. Section headings and paragraph numbers have been inserted for convenience of reference only. In the event of any conflict between any such headings or numbers and the text of this Agreement, the text shall control.
- 5. 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.
- 6. This Agreement shall be binding upon and inure to the benefit of the Administrator, her successors, assigns, heirs, executors, and personal representatives, and shall be binding upon, and inure to the benefit of the Board, its successors, and assigns.
- **IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed in their respective names and, in the case of the Board, by its President and Secretary on the day and year first above written.

ADMINISTRATOR	HAWTHORN SCHOOL DISTRICT 73, LAKE COUNTY, ILLINOIS	
Allison Stein	By: President	
Date:	Attest: By:	

ADMINISTRATOR'S EMPLOYMENT AGREEMENT

AGREEMENT made this 8th day of April, 2021, between the **BOARD OF EDUCATION OF HAWTHORN SCHOOL DISTRICT NO. 73**, **LAKE COUNTY**, **ILLINOIS** ("Board") and LEEANN TAYLOR, ("Taylor" or "Administrator").

WITNESSETH:

A. EMPLOYMENT AND COMPENSATION

1. The Board hereby employs Taylor as the Assistant Superintendent for Finance and Business Operations for three years, commencing July 1, 2021, and terminating on June 30, 2024, with such responsibilities and duties as set forth in the Assistant Superintendent for Finance and Business Operations job description and as may be fixed by the Board in this Agreement and in its policies, rules, and regulations. The Administrator shall provide professional services for 52 weeks (260 days) for each contract year during the term of this Agreement.

A "contract year" shall be defined as the period from July 1st of one year through June 30th of the following year.

- 2. The Board shall pay to the Administrator a salary of One Hundred Fifty-Four Thousand, Five Hundred dollars, \$154,500.00 for her work during the 2021–2022 contract year in equal installments in accordance with the rules of the Board governing payments of administrative staff members in the District. The Administrator's annual salary for the 2022–2023 contract year, and every contract year thereafter, shall be determined by the Board after the Superintendent's review of the Administrator's performance in accordance with paragraph F, provided that any such annual salary shall not be less than the Administrator's salary for the 2021–2022 contract year. The Administrator hereby accepts employment upon the terms and conditions hereinafter set forth.
- 3. In addition to the annual salary stated in paragraph A.2 of this Agreement, the Board shall make a contribution on behalf of Taylor to the State of Illinois Teachers' Retirement System ("TRS"), in satisfaction of Taylor's entire required retirement 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 these amounts except as they may become available at the time of retirement or resignation from TRS. 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 TRS, and that such contributions are made as a condition of employment to secure the Administrator's future services, knowledge and experience.
- 4. Any salary or other modification made during the term of this Agreement shall be in the form of a written amendment and shall become a part of this Agreement, but such modification shall not be construed as a new Agreement with the Administrator, or as an extension of the termination date of this Agreement.

- 5. During the term of this Agreement, the Administrator shall hold a valid Professional Educator License and Endorsement issued by the State of Illinois Teachers' Certification Board qualifying him to act as an Administrator for the District.
- 6. The Administrator acknowledges that by accepting the terms of this multi-year Agreement, the Administrator waives any right to tenure or continued contractual service in the School District for the duration of the multi-year contract or any multi-year contract extension pursuant to Section 5/10-23.8a of the Illinois *School Code*.

B. DUTIES

- 1. The Administrator shall be responsible for the performance of those duties and responsibilities set forth in the Administrator's job description attached hereto as Appendix A, all such other professional duties as may be assigned by the Superintendent, and such other duties and obligations imposed by the laws and regulations of the State of Illinois, and by the policies, rules, and regulations of the Board.
- 2. The Administrator agrees to devote her best efforts to the educational program of the District and shall not undertake or accept other employment or responsibility which will conflict with her assigned duties.

C. BENEFITS

1. <u>Insurance Benefits</u>

The Board will provide the Administrator with the following benefits:

- a. Health Insurance:
 - i. Full (100%) premium coverage under the District's PPO 750 plan for single or family coverage; or
 - ii. Full (100%) premium coverage under the District's HMO plan for single or family coverage.
- b. <u>Life Insurance</u>: Term life insurance in the amount of 200% of the Administrator's credible earnings, as provided under the program effective in the District.
- c. <u>AD&D Insurance</u>: Accidental Death and Dismemberment Insurance as provided under the program effective in the District.
- d. <u>Dental Insurance</u>: Dental insurance as provided under the program effective in the District.
- e. <u>Long Term Disability Insurance</u>: Long-term disability insurance as provided under the program effective in the District.

2. Vacation

The Administrator shall be entitled to a paid vacation of thirty (30) working days per contract year during the term of this Agreement, to be used as mutually agreed upon by the Administrator and the Superintendent. Vacation days must be used during the contract year in which they are granted. The Administrator shall also be entitled to all legal school holidays observed by the District. Winter, Spring, and Summer recess periods shall constitute working days unless specifically scheduled and credited toward the vacation days provided for by this paragraph.

The Administrator may elect to receive compensation for (i.e., "cash out") a maximum of five (5) days of earned, unused vacation days at her per diem rate (base salary divided by 260) for the contract year in which they were granted. The Administrator shall notify the Superintendent or designee of earned, unused vacation days to be exchanged for pay prior to June 1, 2022. Compensation for the exchanged vacation days shall be made on the last pay date of the fiscal year.

The Administrator shall use any earned, accumulated vacation days carried over from the 2020-2021 contract year prior to December 31, 2021.

3. Sick Leave

The Administrator shall be granted sick leave, as defined in Section 24-6 of *The School Code*, of twelve (12) working days per contract year during the term of this Agreement. Unused sick days may be accumulated to a maximum of three hundred and forty (340) days. Upon retirement, the Board will pay FIFTY DOLLARS (\$50.00) per unused sick day over the maximum amount of accumulated unused sick days used for retirement credit, as provided for in this paragraph, up to a maximum of twenty-five (25) days. The Administrator shall not otherwise be entitled to payment for any accrued but unused sick leave upon separation of employment from the District.

4. Personal Leave

The Administrator shall be granted personal leave of two (2) working days per contract year during the term of this Agreement. Earned, unused personal days shall carry over into the next school year up to a maximum of four (4) accumulated days. Personal leave days accumulated in excess of four (4) days shall be added to the Administrator's sick leave accumulation. The Administrator shall not be entitled to payment for any accrued but unused personal leave upon separation of employment from the District for any reason.

5. **Professional Growth**

a. The Administrator shall receive up to TWO THOUSAND DOLLARS (\$2,000.00) each contract year for the purpose of Professional Growth. The expenditure of these funds can be used for conferences, in-service training, taking additional courses, or other professional development needs. The

expenditure of these funds is subject to prior written approval from the Superintendent.

- b. The Board shall reimburse the Administrator for all approved expenses incurred in attending local conventions and conferences pertaining to her duties as an Administrator. Included in this provision are annual dues for the recognized Administrator's Association. All reimbursement of funds are subject to prior written approval from the Superintendent.
- c. If the Administrator terminates employment with the District prior to expiration of this Agreement, he agrees to reimburse the District for any monies received for the purpose of tuition reimbursement for advanced studies (classes) within thirty (30) days of termination of employment.

6. Mileage

The Administrator shall be reimbursed for District business travel in her personal vehicle at the IRS approved mileage reimbursement rate.

D. <u>TERMINATION</u>

- 1. This Agreement may be terminated by:
 - a. Mutual agreement of the parties;
 - b. Permanent disability (as defined below) of the Administrator;
 - c. Discharge of the Administrator for cause (as defined below);
 - a. Resignation, provided, however, the Administrator shall provide the Board at least ninety days (90) days advance written notice of the resignation;
 - b. Retirement; or
 - c. Death of the Administrator.

2. Permanent Disability

The Board may terminate this Agreement for reasons of permanent disability or incapacity at any time after the Administrator has exhausted her accumulated sick leave and personal leave benefits, has been absent from her employment for a continuous period of three (3) months, or presents to the Board upon request a physician's statement certifying that he is permanently disabled or incapacitated. All contractual 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 meeting before the Board if he so requests. The Board reserves the right to require the Administrator to submit to a medical examination, either physical or mental, whenever the Board deems the Administrator disabled. Such examination shall be performed by a physician licensed to practice medicine in all its branches, who is mutually selected and paid by the Board. The Administrator expressly agrees that the physician shall prepare a detailed report of the state

of her physical and/or mental health and submit it to the Board.

3. 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 District, or for violation of this Agreement. 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 bear any costs therein involved. The Board hearing shall be conducted in closed session.

E. STUDENT PERFORMANCE AND ACADEMIC IMPROVEMENT GOALS

The Administrator acknowledges that pursuant to Section 10-23.8a of *The School Code*, this multi-year Agreement is subject to performance-based goals which are linked to student performance and academic improvement attributable to the responsibilities and duties of the Administrator. The Administrator's student performance and academic improvement goals for the 2021-2022 contract year will be developed and approved by the Board and incorporated into Appendix B by contract amendment prior to July 1, 2021. As part of the Administrator's annual evaluation, the Administrator and Superintendent or designee shall meet to review the Administrator's progress towards meeting the student performance and academic improvement goals. The Superintendent or designee will review and assess the Administrator's overall performance based upon the student performance and academic improvement goals, and any other objectives established by the Board. The Board reserves the right to annually adjust or modify the student performance and academic improvement goals listed herein and to establish other goals and objectives for the Administrator.

F. EVALUATION

The Superintendent or designee, in consultation with the Board, will review and assess the Administrator's performance on an annual basis. The Superintendent or designee will meet with the Administrator to review the Administrator's performance of assigned duties in accordance with the performance standards established for the position.

G. NOTICE

All notices under this Agreement shall be deemed sufficient if given in writing and served upon the Administrator and the President of the Board personally or by certified mail, return receipt requested, addressed as follows:

(1) *If to the Board*: Board of Education

Hawthorn School District 73

841 West End Court Vernon Hills, IL 60061

(2) If to the Administrator: LeeAnn Taylor

At last address on file

(or at such other address as may be hereinafter furnished by the Administrator in writing.)

H. <u>MISCELLANEOUS</u>

- 1. This Agreement is subject to *The School Code*, the regulations of the State Board of Education and the Superintendent of the Educational Service Region encompassing Lake County, and the policies of the Board.
- 2. 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, whether oral or written, concerning such subject matter. Except as may otherwise be provided herein, no subsequent alteration, amendments, change or addition to this Agreement shall be binding upon the parties unless reduced in writing and duly authorized and signed by each of the parties.
- 3. This Agreement has been executed in the State of Illinois and shall be governed in accordance with the laws of Illinois. If any provision of this Agreement is deemed illegal or unenforceable for any reason, the remainder of the Agreement shall remain in full force and effect.
- 4. Section headings and paragraph numbers have been inserted for convenience of reference only. In the event of any conflict between any such headings or numbers and the text of this Agreement, the text shall control.
- 5. 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.
- 6. This Agreement shall be binding upon and inure to the benefit of the Administrator, her successors, assigns, heirs, executors, and personal representatives, and shall be binding upon, and inure to the benefit of the Board, its successors, and assigns.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in their respective names and, in the case of the Board, by its President and Secretary on the day and year first above written.

ADMINISTRATOR	HAWTHORN SCHOOL DISTRICT 73, LAKE COUNTY, ILLINOIS
	Ву:
LeeAnn Taylor	President
Date:	ATTEST:
	Ву:
	Secretary