

**NORTH SHORE SCHOOL DISTRICT 112
EXECUTIVE DIRECTOR OF TECHNOLOGY & OPERATIONS
EMPLOYMENT CONTRACT
(2024-2027)**

JEREMY WICKHAM

AGREEMENT made this 13th day of February 2024, between the **BOARD OF EDUCATION OF NORTH SHORE SCHOOL DISTRICT NO. 112, LAKE COUNTY, ILLINOIS**, hereinafter referred to as the “Board,” and **JEREMY WICKHAM**, hereinafter referred to as the “Executive Director,” and hereafter collectively referred to as the “Parties.”

This Executive Director of Technology and Operations Employment Contract (“Contract”) hereby supersedes and replaces any existing employment contract between the Parties as of the commencement date set forth in Paragraph A.1. As such, the employment contract between the Parties dated April 25, 2023, is hereby terminated as of the commencement date of this Contract.

A. EMPLOYMENT AND COMPENSATION

1. Salary and Term of Employment.

The Board hereby employs the Executive Director for a multi-year period of three years, commencing on July 1, 2024, and terminating on June 30, 2027. As used in this Contract, the term “Contract Year” is defined as the period commencing on July 1 of a given calendar year and continuing through June 30 of the following calendar year.

The annual salary for the 2024-2025 Contract Year shall be One Hundred Fifty-One Thousand Four Hundred Sixty-Eight Dollars (\$151,468.00). The Executive Director’s annual salary for the remaining Contract Years under this Contract shall be determined solely by the Board after the completion of the Executive Director’s annual performance evaluation by the Superintendent or designee provided the annual salary shall be no less than the prior Contract Year’s annual salary. The Parties acknowledge that the action of setting the Executive Director’s annual salary shall be in implementation of this provision of this Contract and shall not constitute or require an amendment to this Contract.

The Executive Director’s salary shall be payable in equal installments in accordance with the rules of the Board governing payments of other administrative staff members in the School District. The Executive Director hereby accepts employment upon the terms and conditions hereinafter set forth.

2. Medicare and Federal Insurance Contributions Act Tax Assumption.

In addition to the salary set forth in paragraph A.1 of this Contract, the Board shall pay the Executive Director’s contribution to Medicare and FICA to the extent such contribution is required, on compensation paid under this Contract.

3. **Illinois Municipal Retirement Fund.**

In addition to the annual salary stated in paragraph A.1 of this Contract, the Board shall pay the Executive Director's full-required contribution up to the amount required as of the date of the execution of this Contract to the Illinois Municipal Retirement Fund ("IMRF"). The Executive Director shall not have any right or claim to said amounts contributed by the Board on his behalf, except as they may become available at the time of retirement or resignation from IMRF. Both Parties acknowledge that the Executive Director 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 Executive Director's future services, knowledge and experience.

4. **Creditable Earnings.**

The Parties hereby agree that the Board makes no representations regarding the creditable earnings status with respect to any compensation received by the Executive Director pursuant to the terms of this Contract. Any and all determinations regarding creditable earnings, creditable service, and related IMRF issues shall be made by IMRF and, where applicable, a court of competent jurisdiction.

B. CONDITIONS OF EMPLOYMENT

1. **Medical Examination.**

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

2. **Compliance with Law.**

The Executive Director shall comply with all rules, regulations and orders of the Board and all provisions of the School Code and all other relevant local, state, and federal laws and statutes.

3. **Transfer.**

During the term of this Contract, the Executive Director may be transferred to another position in the School District if it is in the best interests of the School District as determined by the Board in its sole discretion and if the Executive Director's salary and benefits provided under this Contract are not reduced. The exercise of this paragraph shall not be construed as a new contract with the Executive Director or as a termination of this Contract.

4. **Murder and Violent Offender and Sex Offender Database Checks.**
As required under Section 10-21.9 of the Illinois *School Code* for all (both new and continuing) employees, the Executive Director acknowledges that the continuation of this Contract is contingent on the Board deeming acceptable the results of periodic re-checks of the Statewide Sex Offender Database and the Statewide Murderer and Violent Offender Against Youth Database, as such re-checks are periodically required by law. The Board reserves the right to terminate this Contract should any required, periodic re-check result in the Executive Director being deemed by the Board (in accordance with applicable law) unacceptable to work in the School District.

5. **Employment Representations.**
The Executive Director represents that he is not under contract with any other school district for any portion of the term covered by this Contract. The Executive Director also represents and confirms that all information provided in his application for employment in the District is true and correct.

C. BENEFITS

1. **Insurance Benefits.**
The Board will provide the Executive Director with the following benefits:
 - a. Board paid individual or family health insurance and dental insurance coverage (PPO or HMO) as provided under the insurance program effective in the District. The Executive Director shall make his election relative to his insurance selection no later than July 1st of each year. 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 or other official guidance subjecting the Board or Executive Director to potential penalties, fines, fees, employee benefit plan failures or new or increased tax or accessible payments, then the Board may, in its discretion, determine to modify its payment for such insurance and make a corresponding increase in the Executive Director's salary or other compensation to offset the diminished cash value, if any, of the change in such insurance premium benefit.
 - b. Liability insurance as provided to other administrators including, but not limited to, liability insurance provided in 105 ILCS 5/10-22.3, or as hereafter amended.
 - c. Long-term disability plan providing up to 60% monthly earnings to a maximum benefit of \$10,000 per month.
 - d. Term life insurance in the amount of \$400,000.

2. **Vacation.**

The Executive Director shall be entitled to a paid vacation of twenty-five (25) working days during each Contract Year. Vacation days are earned on a monthly basis such that each month of the Contract Year, 1/12th of the 25-day allotment is added to the Executive Director's total available vacation days. The amount of vacation days accrued by the Executive Director during the relevant Contract Year will be itemized on the Executive Director's first paycheck of each month and will be set forth in the Executive Director's vacation account balance in the District's absence management system. Even though vacation is earned pro-rata throughout the term of the Contract, the Executive Director may access, with written pre-approval of the Superintendent or designee, future not-yet-accrued vacation days for use during the relevant Contract Year. In the event the Executive Director accesses future not-yet-accrued vacation days but terminates employment before those days are actually accrued, the Board will recoup the cost of those non-accrued days. This will occur as an automatic deduction on the last paycheck issued to the Executive Director.

Vacation must be used during the Contract Year in which it is earned or it shall be lost and no longer available for payment or use. However, as of the last day of the Contract Year, up to ten (10) accrued but unused vacation days may be rolled over for use in the immediately subsequent Contract Year provided the Executive Director continues to be employed by the School District in such subsequent Contract Year in a twelve-month position. The rolled-over days must be used by December 31 of that subsequent Contract Year or those days will be lost and unavailable for use or payment. As such, at no time may the Executive Director have more than twenty-five (25) accrued but unused vacation days available for use. The scheduling of any vacation time in excess of five (5) consecutive school days shall be mutually agreed upon by the Superintendent or designee and Executive Director. Notwithstanding anything to the contrary herein, the Superintendent or designee may direct the Executive Director to use his vacation days. Nothing herein shall act as a guarantee of employment beyond the term set forth in paragraph A.1.

In addition to the vacation time above, the Executive Director also shall be entitled to all legal school holidays. Winter, spring, and summer recess periods shall constitute working days unless specifically scheduled and credited toward the vacation listed above.

3. **Sick Leave.**
The Executive Director shall be entitled to the “normal annual allotment” of paid sick leave days as defined by the Illinois Teachers’ Retirement System. The normal annual allotment is the number of regular sick leave days granted by the Board to the North Shore School District 112 certified staff under the certified staff’s collective bargaining agreement. Unused sick leave days may accumulate to a maximum of three hundred and ninety (390) days. Nothing herein shall act as a guarantee of employment beyond the term set forth in paragraph A.1.

4. **Medical Leave.**
After current and accumulated sick leave has been used, the Executive Director shall be allowed up to fifty (50) additional days of medical leave at full pay during the duration of his employment with the District. After all fifty (50) days have been used, no additional days will be provided during the full duration of the Executive Director’s employment with the District. Such medical leave days are provided on an as-needed basis, do not accumulate as unused sick leave days, and are not reportable to the IMRF for purposes of service credit at the time of separation from service with the Board. They are also not available for cash payment at the end of the Executive Director’s employment with the School District. Such medical leave days shall be used solely for the purpose of sick leave as that term is defined in Section 24-6 of the *Illinois School Code* need not be taken consecutively and the Board may require medical certification for their use. Nothing herein shall act as a guarantee of employment beyond the term set forth in paragraph A.1.

5. **Expense Reimbursements.**
The Board shall reimburse the Executive Director for reasonable monthly expenses incurred in the performance of his duties in accordance with Board Policy and procedure. Proper itemization shall be made by the Executive Director of all expenses incurred.

6. **Tuition and Professional Development Reimbursement.**
In the event that during a Contract Year, the Executive Director enrolls or is enrolled in a doctoral program approved for an initial doctorate or an endorsement program that is or has been pre-approved in writing by the Superintendent, the Executive Director may submit an itemized accounting of the costs the Executive Director incurred during the Contract Year for tuition in the doctoral or endorsement program up to a maximum reimbursement of \$4,000.00 per Contract Year. In the event the Executive Director incurs more than \$4,000.00 in tuition during a Contract Year, the Executive Director may submit the amount in excess of \$4,000.00 for reimbursement during a subsequent Contract Year. At no time, however, shall the District reimburse more than \$4,000.00 in any one Contract Year. The Executive Director may continue to submit tuition costs for reimbursement in such a manner until the tuition is reimbursed in full or until the Executive Director leaves the District (whichever occurs first). Nothing herein

shall act as a guarantee of employment beyond the term set forth in paragraph A.1.

7. **Professional Meetings.**

The Executive Director is expected to attend appropriate professional meetings at the local and state levels subject to the prior approval of the Superintendent. All actual and necessary expenditures incurred thereby shall be paid by the Board in accordance with and subject to applicable Board policy and procedure and applicable law.

8. **Professional Organizations.**

Subject to prior approval of the Superintendent, the Executive Director shall be reimbursed for dues and membership fees to approved professional organizations.

9. **Annuities and Deferred Compensation.**

The Executive Director may (1) authorize a salary reduction pursuant to and in accordance with the terms of the Board's 403(b) Plan/Program, in order that the Board may purchase a 403(b) eligible product for the Executive Director as described in Section 403(b) of the Internal Revenue Code and/or (2) annually defer compensation pursuant to and in accordance with the terms of the Board's eligible deferred compensation plan as described in Section 457(b) of the Internal Revenue Code, if offered, provided that the Executive Director confirms that any such deferrals or reductions are within Internal Revenue Code limitations.

10. **Cell Phone.**

The Board has determined that, by virtue of his job duties, the Executive Director needs to be immediately reachable by the Board and other School District administrators and staff in the event of emergencies outside normal work hours and/or when the Executive Director is away from the School District. Accordingly, if elected by the Executive Director, the Board will provide the Executive Director with a cell phone and pay the related monthly cell phone bills subject to the School District's Cell Phone Use Agreement. The Board shall make such provision and payments for a business purpose, and not for purposes of compensation of the Executive Director; however, the Executive Director may use the phone for both School District and personal business in accordance with IRS guidelines and the School District's Cell Phone Use Agreement. It is understood that upon termination of this Contract, all data related to the School District on the Executive Director's cell phone shall be returned to the School District. The Executive Director hereby understands and acknowledges that information contained on his cell phone may be the School District's property and subject to a FOIA request. The School District shall have the authority to request the electronic data or property maintained and related to the School District on the Executive Director's cell phone, and the Executive Director shall promptly provide the requested information. Following such request, the Executive Director agrees to maintain all data related to the School District on his cell phone until it can be produced to the Board and will not delete any data related to the School

District until it has been produced to the Board. Prior to being provided a cell phone, the Executive Director must sign the School District's Cell Phone Use Agreement.

11. **Other Benefits.**

The Executive Director shall, in addition, be entitled to the following benefits:

- a. Three (3) personal days per Contract Year. Unused personal leave shall be cumulative to a maximum of four (4) days. Unused personal leave days in excess of the maximum accumulation shall be added to accumulated sick leave days at the end of the Contract Year after the stated limit is reached. All unused personal days will carry over to the subsequent Contract Year, should there be one, until the maximum limit of four (4) days is reached.
- b. Five (5) paid bereavement days during the Contract Year. Bereavement days shall not accumulate from year to year.

The Executive Director shall not be entitled to any such additional benefits if the provision of such benefits would result in an increased contribution penalty to the Board under the Illinois Municipal Retirement System regulations.

The Parties further acknowledge and agree that the benefits set forth in this Contract constitute the entire benefits package provided to the Executive Director by the Board and no other benefits, whether established by Board policy or other procedure, shall apply unless required by law or otherwise agreed to by the Parties in writing.

D. POWERS AND DUTIES

1. **Duties.**

The Executive Director shall lead the District's Technology and Operations Department. The Executive Director shall assume administrative responsibilities and technology and operational leadership, 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 technology, operations, maintenance, facilities and transportation services throughout the District. The Executive Director will fulfill all the duties and responsibilities set out in the job description of the Executive Director, which may be changed from time to time by the Board. The Executive Director shall work every day of the school calendar, whether or not students are present. In addition, the Executive Director shall perform all professional activities prescribed by the Board including, but not limited to, in-service training sessions, faculty meetings, team level meetings, planning meetings and such other meetings established by the Board and such extra-duty assignments as required.

The Executive Director shall submit recommendations, as requested, to the Superintendent concerning the appointment, retention, promotion and assignment of all personnel assigned to him and shall keep such other registers, records and other reports as may be directed by the Superintendent and the Board or required by law. The Executive Director shall also perform such other duties as assigned by the Superintendent or Board from time to time. The Executive Director shall be responsible for and deemed to have knowledge of, all of the policies and rules and regulations established by the Board and shall comply with their requirements.

2. **Other Work.**

The Executive Director shall devote his full time, attention, and energy to the business of the School District. The Executive Director may engage in other professional or employment activities only with the prior written approval of the Superintendent.

E. RENEWAL, EXTENSION AND AMENDMENT OF CONTRACT

1. **Non-Renewal.**

In the event the Board determines not to renew the employment of the Executive Director, this Contract shall expire on June 30, 2027. The Executive Director shall receive notice of intent not to renew his employment in accordance with any applicable requirements of the *Illinois School Code*.

2. **Renewal.**

After January 1, 2027, the Board and Executive Director may renew the Executive Director's employment upon such terms and conditions as they may mutually agree. In such event, the Board and Executive Director shall take specific action to enter into a new contract of employment.

3. **Extension.** Prior to the end of any year of this Contract, the Board and Executive Director may mutually agree to extend the employment of the Executive Director, provided that the performance goals and indicators set forth in paragraph G.2 of this Contract have been met. In such event, the Board shall take specific action to discontinue this Contract and enter into a new multi-year contract of employment.

4. **Amendments to the Contract.**

Any salary or other adjustment or modification made during the life of this Contract shall be in the form of a written amendment and shall become a part of this Contract, but such adjustment or modification shall not be construed as a new contract with the Executive Director, nor 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, in writing by both the Executive Director and the Board;
- b. Permanent disability;
- c. Discharge for cause;
- d. Reasons other than cause;
- e. Death.

2. **Permanent Disability.**

The Executive Director shall be considered permanently disabled if (a) the Executive Director has been absent from his employment or otherwise unable to perform the essential job functions for a continuous period of three (3) months and after having exhausted his accumulated sick leave and medical leave or (b) he presents to the Board a physician's statement certifying that he is permanently disabled or incapacitated. All obligations of the Board shall cease should the Executive Director become permanently disabled, and the Board may, at its option, terminate the Executive Director's employment upon thirty (30) days written notice to the Executive Director and after providing the Executive Director with the opportunity for a hearing before the Board on the issues of disability and performance.

3. **Cause.**

Discharge for cause shall be for any conduct, act, or failure to act by the Executive Director that is detrimental to the best interests of the School District, including failure to comply with the terms of this Contract. Reasons for discharge for cause shall be given in writing to the Executive Director, who shall be entitled to notice and a hearing before the Board to discuss such causes. If the Executive Director chooses to be accompanied by legal counsel, he shall bear any costs therein involved. The Board hearing shall be conducted in closed session. Nothing shall prohibit the Board from suspending the Executive Director, with or without pay, pending the completion of the requirements of this paragraph.

4. **Reasons Other than Cause.**

Notwithstanding anything to the contrary in this Contract, the Board may terminate this Contract before its expiration date without cause at the discretion of the Board. In the event the Board gives notice under this paragraph, the Executive Director hereby agrees to accept as liquidated damages a monetary amount not to exceed twenty (20) weeks of salary or the salary for the remaining term of this Contract, whichever is less, in full release of any and all claims, rights, causes of actions, proceedings, or privileges he might have pursuant to this Contract or any federal or state constitutional, statutory, or administrative provision. However, if the Executive Director has been fired by the Board for misconduct, the Board is prohibited from providing him such pay.

5. **Termination by Executive Director.**

The Board and the Executive Director agree that in the event the Executive Director leaves the employment of the School District during the term of this Contract to serve as an administrator in another district without prior authorization by the Board, the Executive Director shall pay the Board four percent (4%) of the Executive Director's salary as liquidated damages and not as a penalty for the breach of this Contract. The Executive Director further agrees that the Board may withhold the liquidated damages from any amount otherwise due the Executive Director from the Board. In addition, the Board shall recoup the cost of sick days, personal days and vacation days taken by the Executive Director in excess of the amount for each absence category pro-rated to the day of termination. This will occur as an automatic deduction on the last paycheck issued to the Executive Director.

G. EVALUATION AND PERFORMANCE AND IMPROVEMENT GOALS

1. Evaluation.

By March 1 of each Contract Year, the Executive Director shall meet with the Superintendent or designee to discuss and evaluate performance, goals, working relationship, rapport, and understanding in accordance with an evaluation plan established by the Superintendent as measure against goals established by the Superintendent and the Executive Director.

2. Goals and Indicators of Student Performance and Academic Improvement.

The Parties agree that the following performance goals and indicators for the Executive Director have been established and shall be used by the Superintendent or designee to measure the Executive Director's performance and effectiveness:

- a. Prepare and submit an annual presentation to the Superintendent of the Technology Plan in place in District 112.
- b. Prepare and submit an annual presentation to the Superintendent of the Operations and Maintenance Plan in place in District 112.
- c. Prepare and submit an annual presentation to the Superintendent of recommendations for device choice and training needs for students and staff.
- d. Prepare and submit an annual presentation to the Superintendent of recommendations for equipment and supply needs for the operations and maintenance of District 112.

The Superintendent shall determine whether the Executive Director has met the goals established for the Executive Director using the criteria described in the goals themselves, as well as the Superintendent's own reasonable judgment as to whether the Executive Director has exhibited the leadership, guidance, and effort needed to achieve the goals. The Superintendent shall make a recommendation to the Board as to whether the Executive Director has met the established goals. The Board shall take the Superintendent's recommendation under advisement and

make a determination in writing to the Superintendent to use during the annual evaluation required under paragraph G.1 of this Contract.

H. TECHNICAL CLAUSES

1. **Applicable Law.**
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. **Headings and Numbers.**
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.
3. **Complete Understanding.**
This Contract contains all the terms agreed upon by the Parties with respect to the subject matter of this Contract and supersedes all prior contracts, agreements, arrangements and communications between the Parties concerning such subject matter, whether oral or written.
4. **Counterparts.**
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. **Policy Amendments.**
The Board retains the right to repeal, change or modify any policies or regulations that it has adopted or may hereafter adopt, subject however, to restrictions contained in the School Code and other applicable law.
6. **Severability.**
If any provision, paragraph, phrase, clause or word contained herein is held to be void, invalid or contrary to law by a court of competent jurisdiction, it shall be deemed removed here from, and the remainder of this Contract shall continue to have its intended full force and effect.
7. **Advice of Counsel.**
Both Parties have had the opportunity to seek the advice of counsel.
8. **Notice.**
Any notice or communication required under this Contract shall be in writing and shall become effective on the day of mailing thereof by first class mail, registered, or certified mail, postage prepaid, addressed:

If to the Board:

President, Board of Education of
North Shore School District 112
445 Sheridan Road
Highwood, IL 60040

If to the Executive
Director:

Address of the Executive Director
contained in the official Business Office records

IN WITNESS WHEREOF, the Parties have executed this Contract this 13th day of
February 2024.

EXECUTIVE DIRECTOR

**BOARD OF EDUCATION NORTH
SHORE SCHOOL DISTRICT
NO. 112, LAKE COUNTY, ILLINOIS**

By: _____
Jeremy Wickham

By: _____
Board President

ATTEST:

By: _____
Secretary

**NORTH SHORE SCHOOL DISTRICT 112
TWELVE-MONTH
DIRECTOR OF OPERATIONS
EMPLOYMENT CONTRACT**

JAMES BOCK

AGREEMENT made this 13th day of February 2024, between the **BOARD OF EDUCATION OF NORTH SHORE SCHOOL DISTRICT NO. 112**, LAKE COUNTY, ILLINOIS, hereinafter referred to as the “Board,” and **JAMES BOCK**, hereinafter referred to as the “Director,” and hereafter collectively referred to as the “Parties.”

This Contract hereby supersedes and replaces any existing employment contract between the Parties as of the commencement date set forth in Paragraph A.1.

A. EMPLOYMENT AND COMPENSATION

1. **Salary and Term of Employment.**

The Board hereby employs the Director for a one-year period, commencing on July 1, 2024, and terminating on June 30, 2025. As used in this Contract, the term “Contract Year” is defined as the period commencing on July 1, 2024, and continuing through June 30, 2025.

The annual salary for the 2024-2025 Contract Year shall be One Hundred Twenty Thousand Dollars (\$120,000.00). The Director’s salary shall be payable in equal installments in accordance with the rules of the Board governing payments of other administrative staff members in the School District. The Director hereby accepts employment upon the terms and conditions hereinafter set forth.

2. **Medicare and Federal Insurance Contributions Act Tax Assumption.**

In addition to the salary set forth in paragraph A.1 of this Contract, the Board shall pay the Director’s contribution to Medicare and FICA to the extent such contribution is required, on compensation paid under this Contract.

3. **Illinois Municipal Retirement Fund.**

In addition to the annual salary stated in paragraph A.1 of this Contract, the Board shall pay the Director’s full-required contribution up to the amount required as of the date of the execution of this Contract to the Illinois Municipal Retirement Fund (“IMRF”). The Director shall not have any right or claim to said amounts contributed by the Board on his behalf, except as they may become available at the time of retirement or resignation from IMRF. Both Parties acknowledge that the Director 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 Director’s future services, knowledge and experience.

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

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The Director shall comply with all rules, regulations and orders of the Board and all provisions of the School Code and all other relevant local, state, and federal laws and statutes.

3. **Transfer.**

During the term of this Contract, the Director may be transferred to another position in the School District if it is in the best interests of the School District as determined by the Board in its sole discretion and if the Director's salary and benefits provided under this Contract are not reduced. The exercise of this paragraph shall not be construed as a new contract with the Director or as a termination of this Contract.

4. **Murder and Violent Offender and Sex Offender Database Checks.**

As required under Section 10-21.9 of the Illinois *School Code* for all (both new and continuing) employees, the Director acknowledges that the continuation of this Contract is contingent on the Board deeming acceptable the results of periodic re-checks of the Statewide Sex Offender Database and the Statewide Murderer and Violent Offender Against Youth Database, as such re-checks are periodically required by law. The Board reserves the right to terminate this Contract should any required, periodic re-check result in the Director being deemed by the Board (in accordance with applicable law) unacceptable to work in the School District.

5. **Employment Representations.**

The Director represents that he is not under contract with any other school district for any portion of the term covered by this Contract. The Director also represents and confirms that all information provided in his application for employment in the District is true and correct.

C. **BENEFITS**

1. **Insurance Benefits.**

The Board will provide the Director with the following benefits:

- a. Board paid individual or family health insurance and dental insurance coverage (PPO or HMO) as provided under the insurance program effective in the District. The Director shall make his election relative to his insurance selection no later than July 1st of each year. 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 or other official guidance subjecting the Board or Director to potential penalties, fines, fees, employee benefit plan failures or new or increased tax or accessible payments, then the Board may, in its discretion, determine to modify its payment for such insurance and make a corresponding increase in the Director's salary or other compensation to offset the diminished cash value, if any, of the change in such insurance premium benefit.
- b. Liability insurance as provided to other administrators including, but not limited to, liability insurance provided in 105 ILCS 5/10-22.3, or as hereafter amended.
- c. Long-term disability plan providing up to 60% monthly earnings to a maximum benefit of \$10,000 per month.
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The Director shall be entitled to a paid vacation of twenty-five (25) working days during each Contract Year. Vacation days are earned on a monthly basis such that each month of the Contract Year, 1/12th of the 25-day allotment is added to the Director's total available vacation days. The amount of vacation days accrued by the Director during the relevant Contract Year will be itemized on the Director's first paycheck of each month and will be set forth in the Director's vacation account balance in the District's absence management system. Even though vacation is earned pro-rata throughout the term of the Contract, the Director may access, with written pre-approval of the Superintendent or designee, future not-yet-accrued vacation days for use during the relevant Contract Year. In the event the Director accesses future not-yet-accrued vacation days but terminates employment before those days are actually accrued, the Board will recoup the cost of those non-accrued days. This will occur as an automatic deduction on the last paycheck issued to the Director.

Vacation must be used during the Contract Year in which it is earned or it shall be lost and no longer available for payment or use. However, as of the last day of the

Contract Year, up to ten (10) accrued but unused vacation days may be rolled over for use in the immediately subsequent Contract Year provided the Director continues to be employed by the School District in such subsequent Contract Year in a twelve-month position. The rolled-over days must be used by December 31 of that subsequent Contract Year or those days will be lost and unavailable for use or payment. As such, at no time may the Director have more than twenty-five (25) accrued but unused vacation days available for use. The scheduling of any vacation time in excess of five (5) consecutive school days shall be mutually agreed upon by the Superintendent or designee and Director. Notwithstanding anything to the contrary herein, the Superintendent or designee may direct the Director to use his vacation days. Nothing herein shall act as a guarantee of employment beyond the term set forth in paragraph A.1.

In addition to the vacation time above, the Director also shall be entitled to all legal school holidays. Winter, spring, and summer recess periods shall constitute working days unless specifically scheduled and credited toward the vacation listed above.

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The Director shall be entitled to the “normal annual allotment” of paid sick leave days as defined by the Illinois Teachers’ Retirement System. The normal annual allotment is the number of regular sick leave days granted by the Board to the North Shore School District 112 certified staff under the certified staff’s collective bargaining agreement. Unused sick leave days may accumulate to a maximum of three hundred and ninety (390) days. Nothing herein shall act as a guarantee of employment beyond the term set forth in paragraph A.1.

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After current and accumulated sick leave has been used, the Director shall be allowed up to fifty (50) additional days of medical leave at full pay during the duration of his employment with the District. After all fifty (50) days have been used, no additional days will be provided during the full duration of the Director’s employment with the District. Such medical leave days are provided on an as-needed basis, do not accumulate as unused sick leave days, and are not reportable to the IMRF for purposes of service credit at the time of separation from service with the Board. They are also not available for cash payment at the end of the Director’s employment with the School District. Such medical leave days shall be used solely for the purpose of sick leave as that term is defined in Section 24-6 of the *Illinois School Code* need not be taken consecutively and the Board may require medical certification for their use. Nothing herein shall act as a guarantee of employment beyond the term set forth in paragraph A.1.

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The Board shall reimburse the Director for reasonable monthly expenses incurred in the performance of his duties in accordance with Board Policy and procedure. Proper itemization shall be made by the Director of all expenses incurred.

6. **Tuition and Professional Development Reimbursement.**
In the event that during a Contract Year, the Director enrolls or is enrolled in a doctoral program approved for an initial doctorate or an endorsement program that is or has been pre-approved in writing by the Superintendent, the Director may submit an itemized accounting of the costs the Director incurred during the Contract Year for tuition in the doctoral or endorsement program up to a maximum reimbursement of \$4,000.00 per Contract Year. In the event the Director incurs more than \$4,000.00 in tuition during a Contract Year, the Director may submit the amount in excess of \$4,000.00 for reimbursement during a subsequent Contract Year. At no time, however, shall the District reimburse more than \$4,000.00 in any one Contract Year. The Director may continue to submit tuition costs for reimbursement in such a manner until the tuition is reimbursed in full or until the Director leaves the District (whichever occurs first). Nothing herein shall act as a guarantee of employment beyond the term set forth in paragraph A.1.
7. **Professional Meetings.**
The Director is expected to attend appropriate professional meetings at the local and state levels subject to the prior approval of the Superintendent. All actual and necessary expenditures incurred thereby shall be paid by the Board in accordance with and subject to applicable Board policy and procedure and applicable law.
8. **Professional Organizations.**
Subject to prior approval of the Superintendent, the Director shall be reimbursed for dues and membership fees to approved professional organizations.
9. **Annuities and Deferred Compensation.**
The Director may (1) authorize a salary reduction pursuant to and in accordance with the terms of the Board's 403(b) Plan/Program, in order that the Board may purchase a 403(b) eligible product for the Director as described in Section 403(b) of the Internal Revenue Code and/or (2) annually defer compensation pursuant to and in accordance with the terms of the Board's eligible deferred compensation plan as described in Section 457(b) of the Internal Revenue Code, if offered, provided that the Director confirms that any such deferrals or reductions are within Internal Revenue Code limitations.
10. **Cell Phone.**
The Board has determined that, by virtue of his job duties, the Director needs to be immediately reachable by the Board and other School District administrators and staff in the event of emergencies outside normal work hours and/or when the Director is away from the School District. Accordingly, if elected by the Director, the Board will provide the Director with a cell phone and pay the related monthly cell phone bills subject to the School District's Cell Phone Use Agreement. The Board shall make such provision and payments for a business purpose, and not for purposes of compensation of the Director; however, the Director may use the

phone for both School District and personal business in accordance with IRS guidelines and the School District's Cell Phone Use Agreement. It is understood that upon termination of this Contract, all data related to the School District on the Director's cell phone shall be returned to the School District. The Director hereby understands and acknowledges that information contained on his cell phone may be the School District's property and subject to a FOIA request. The School District shall have the authority to request the electronic data or property maintained and related to the School District on the Director's cell phone, and the Director shall promptly provide the requested information. Following such request, the Director agrees to maintain all data related to the School District on his cell phone until it can be produced to the Board and will not delete any data related to the School District until it has been produced to the Board. Prior to being provided a cell phone, the Director must sign the School District's Cell Phone Use Agreement.

11. **Other Benefits.**

The Director shall, in addition, be entitled to the following benefits:

- a. Three (3) personal days per Contract Year. Unused personal leave shall be cumulative to a maximum of four (4) days. Unused personal leave days in excess of the maximum accumulation shall be added to accumulated sick leave days at the end of the Contract Year after the stated limit is reached. All unused personal days will carry over to the subsequent Contract Year, should there be one, until the maximum limit of four (4) days is reached.
- b. Five (5) paid bereavement days during the Contract Year. Bereavement days shall not accumulate from year to year.

The Director shall not be entitled to any such additional benefits if the provision of such benefits would result in an increased contribution penalty to the Board under the Teachers' Retirement System regulations.

The Parties further acknowledge and agree that the benefits set forth in this Contract constitute the entire benefits package provided to the Director by the Board and no other benefits, whether established by Board policy or other procedure, shall apply unless required by law or otherwise agreed to by the Parties in writing.

D. POWERS AND DUTIES

1. **Duties.**

The Director shall, as directed in the job description, assist the Superintendent in the administrative operation and management of the District. The Director shall assume administrative responsibilities and duties, 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 operations, maintenance, facilities and transportation services throughout the District. The Director will fulfill all the duties and responsibilities set out in the job description of the Director, which may be changed from time to time by the Board. The Director shall work every day of the school calendar, whether or not students are present. In addition, the Director shall perform all professional activities prescribed by the Board including, but not limited to, in-service training sessions, faculty meetings, team level meetings, planning meetings and such other meetings established by the Board and such extra-duty assignments as required.

The Director shall submit recommendations, as requested, to the Superintendent concerning the appointment, retention, promotion and assignment of all personnel assigned to him and shall keep such other registers, records and other reports as may be directed by the Superintendent and the Board or required by law. The Director shall also perform such other duties as assigned by the Superintendent or Board from time to time. The Director shall be responsible for, and deemed to have knowledge of, all of the policies and rules and regulations established by the Board and shall comply with their requirements.

2. **Other Work.**

The Director shall devote his full time, attention, and energy to the business of the School District. The Director may engage in other professional or employment activities only with the prior written approval of the Superintendent.

E. RENEWAL AND AMENDMENT OF CONTRACT

1. **Non-Renewal.**

In the event the Board determines not to renew the employment of the Director, this Contract shall expire on June 30, 2025. The Director shall receive notice of intent not to renew his employment in accordance with any applicable requirements of the *Illinois School Code*.

2. **Renewal.**

After January 1, 2025, the Board and Director may renew the Director's employment upon such terms and conditions as they may mutually agree. In such event, the Board and Director shall take specific action to enter into a new contract of employment.

3. **Amendments to the Contract.**

Any salary or other adjustment or modification made during the life of this Contract shall be in the form of a written amendment and shall become a part of this Contract, but such adjustment or modification shall not be construed as a new contract with the Director, nor 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, in writing by both the Director and the Board;
- b. Permanent disability;
- c. Discharge for cause;
- d. Reasons other than cause;
- e. Death.

2. **Permanent Disability.**

The Director shall be considered permanently disabled if (a) the Director has been absent from his employment or otherwise unable to perform the essential job functions for a continuous period of three (3) months and after having exhausted his accumulated sick leave and medical leave or (b) he presents to the Board a physician's statement certifying that he is permanently disabled or incapacitated. All obligations of the Board shall cease should the Director become permanently disabled, and the Board may, at its option, terminate the Director's employment upon thirty (30) days written notice to the Director and after providing the Director with the opportunity for a hearing before the Board on the issues of disability and performance.

3. **Cause.**

Discharge for cause shall be for any conduct, act, or failure to act by the Director that is detrimental to the best interests of the School District, including failure to comply with the terms of this Contract. Reasons for discharge for cause shall be given in writing to the Director, who shall be entitled to notice and a hearing before the Board to discuss such causes. If the Director chooses to be accompanied by legal counsel, he shall bear any costs therein involved. The Board hearing shall be conducted in closed session. Nothing shall prohibit the Board from suspending the Director, with or without pay, pending the completion of the requirements of this paragraph.

4. **Reasons Other than Cause.**

Notwithstanding anything to the contrary in this Contract, the Board may terminate this Contract before its expiration date without cause at the discretion of the Board. In the event the Board gives notice under this paragraph, the Director hereby agrees to accept as liquidated damages a monetary amount not to exceed twenty (20) weeks of salary or the salary for the remaining term of this Contract, whichever is less, in full release of any and all claims, rights, causes of actions, proceedings, or privileges he might have pursuant to this Contract or any federal or state constitutional, statutory, or administrative provision. However, if the Director has been fired by the Board for misconduct, the Board is prohibited from providing him such pay.

5. **Termination By Director.**

The Board and the Director agree that in the event the Director leaves the employment of the School District during the term of this Contract to serve as an administrator in another district without prior authorization by the Board, the Director shall pay the Board four percent (4%) of the Director's salary as liquidated damages and not as a penalty for the breach of this Contract. The Director further agrees that the Board may withhold the liquidated damages from any amount otherwise due the Director from the Board. In addition, the Board shall recoup the cost of sick days, personal days and vacation days taken by the Director in excess of the amount for each absence category pro-rated to the day of termination. This will occur as an automatic deduction on the last paycheck issued to the Director.

G. EVALUATION

By March 1 of each Contract Year, the Director shall meet with the Superintendent or designee to discuss and evaluate performance, goals, working relationship, rapport, and understanding in accordance with an evaluation plan established by the Superintendent as measure against goals established by the Superintendent and the Director.

H. TECHNICAL CLAUSES

1. **Applicable Law.**
This Contract has been executed in Illinois and shall be governed in accordance with the laws of the State of Illinois in every respect.
2. **Headings and Numbers.**
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.
3. **Complete Understanding.**
This Contract contains all the terms agreed upon by the Parties with respect to the subject matter of this Contract and supersedes all prior contracts, agreements, arrangements and communications between the Parties concerning such subject matter, whether oral or written.
4. **Counterparts.**
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. **Policy Amendments.**
The Board retains the right to repeal, change or modify any policies or regulations that it has adopted or may hereafter adopt, subject however, to restrictions contained in the School Code and other applicable law.

