

ADMINISTRATOR'S EMPLOYMENT CONTRACT
(2010-2012)

AGREEMENT made this 21st day of June 2010, between the BOARD OF EDUCATION OF MILLBURN COMMUNITY CONSOLIDATED SCHOOL DISTRICT NO. 24, 18550 MILLBURN ROAD, WADSWORTH, LAKE COUNTY, ILLINOIS, hereinafter referred to as the "Board," and **CHERYL KUCERA**, hereinafter referred to as the "Administrator".

A. EMPLOYMENT AND COMPENSATION

1. **Salary and Term of Employment.** The Board hereby employs the Administrator for two (2) years, commencing on July 1, 2010, and terminating on June 30, 2012, at an annual salary of One Hundred Thousand Two Hundred Twenty Seven Dollars (\$100,227) for the 2010-2011 contract year and One Hundred Six Thousand Two Hundred Forty One (\$106,241) for the 2011-2012 contract year . This salary is payable in 26 equal installments per year in accordance with the rules of the Board governing payments of other administrative staff members in the District. The Administrator hereby accepts employment upon the terms and conditions hereinafter set forth. It is understood that the Administrator is retiring at the end of this contract.

2. **Teachers' Retirement System.** In addition to the annual salary stated in paragraph A.1 of this Contract, the Board shall pay on behalf of the Administrator to the State of Illinois Teachers' Retirement System 8% of the Administrator's required contributions to said pension system. The Administrator shall not have any right or claim to said amounts, except as they may become available at the time of retirement or resignation from the State of Illinois Teachers' Retirement System. Both parties acknowledge that the Administrator did not have the option of choosing to receive the contributed amounts directly, instead of having such contributions paid by the Board to the Teachers' Retirement System, and further acknowledge that such contributions are made as a condition of employment to secure the Administrator's future services, knowledge and experience. It is the intention of the parties to qualify all such payments picked up and 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

B. CONDITIONS OF EMPLOYMENT

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

2. **Representation.** The Administrator represents that she is not under contract with any other school district for any portion of the term covered by this Contract.

3. **Employment Application.** The Administrator represents that all information provided to the District in the process of application for employment was true and complete.

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

5. **Waiver of Tenure.** The Administrator acknowledges that, pursuant to the *School Code*, she waives any right to tenure in the School District by virtue of entering into this multi-year Contract and any multi-year extension thereof.

C. BENEFITS

1. **Transportation.** The Board will provide the Administrator with Fifty Dollars (\$50) monthly in lieu of in-district transportation. Substantiation of all expenses incurred pursuant to this provision shall be made by the Administrator in accordance with the regulations of the *Internal Revenue Code*, as amended.

2. **Hospitalization/Major Medical, Disability and Life Insurance.** The Board will provide the Administrator with the following benefits:

- a. Board-paid full-family hospitalization and medical insurance, and dental insurance, as provided under any group program effective in the District;
- b. Disability insurance coverage as provided under any group program effective in the District;
- c. Liability insurance, as provided to other administrators;
- d. Individual term life insurance, in the amount of \$ 90,000.

3. **Vacation.** The Administrator shall be entitled to a paid vacation of twenty (20) working days for each 12-month period beginning July 1 through June 30 during the term of this Contract. Any unused vacation days shall not be carried over to the following 12-month period. The Superintendent shall be advised in advance of all vacations and prior approval of the Superintendent is required. The Administrator shall also 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 days listed above or unless otherwise designated.

4. **Sick Leave.** The Administrator shall be granted sick leave, as defined in Section 24-6 of the *School Code*, of thirteen (13) working days per year and two (2) personal leave days, which may be accumulated to a maximum of three-hundred-forty (340) days.

5. **Professional Organizations.** The Administrator shall be reimbursed for dues and membership fees for two (2) professional organizations.

6. **Professional Meetings.** The Administrator is expected to attend appropriate professional meetings at the local and state levels, and, subject to prior Board approval, at the national level. All reasonable expenses incurred shall be paid by the Board.

7. **Other Benefits.** The Administrator shall be allowed such other privileges, leaves, and fringe benefits as are commonly extended to other administrative personnel. These benefits include reimbursement for approved graduate courses at the rate per semester hour equal to the Millburn teaching staff, per the negotiated agreement with the teaching staff. As a retiring employee, the administrator shall be reimbursed for the cost of single medical insurance for four (4) school years following retirement.

D. POWERS AND DUTIES

1. **Duties.** The Administrator, as directed in her job description, shall assist the Superintendent in the administrative operation and management of the School District. The Administrator shall also assume any additional administrative responsibilities and duties as may be

assigned, under the supervision and direction of the Superintendent and in accordance with the laws of the State of Illinois and the policies, rules and regulations of the Board, for the planning, operation and evaluation of the educational program of the District.

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

3. **Board Policies.** The Administrator shall be responsible for, and deemed to have knowledge of, all of the policies, rules and regulations established by the Board and shall comply with their requirements.

E. EVALUATION AND PERFORMANCE AND IMPROVEMENT GOALS

1. **Evaluation.** The Superintendent shall evaluate the Administrator's performance on an ongoing basis and shall meet with the Administrator at least annually to discuss the Administrator's performance with her. This annual evaluation shall include, but not be limited to, an assessment of the Administrator's progress toward meeting the performance and improvement goals contained in Section 2 of this Article. At such meeting or thereafter, the Superintendent shall determine, if necessary, the terms and conditions of the continued future employment of the Administrator, including the inclusion of the goals and indicators of student performance and academic improvement to be used by the Board to measure the performance and effectiveness of the Administrator.

2. **Goals and Indicators of Student Performance and Academic Improvement.** In accordance with the requirements of the *School Code*, the parties agree that the following goals for the Administrator have been established with respect to student performance and academic improvement, including the indicators listed beneath the goals that shall be used by the Board to measure the Administrator's performance.

- Goal 1. To enhance student performance ... as measured by the following indicators:
 - a. Illinois Standards Achievement Test, ISAT
 - b. Northwest Education Association testing, NWEA ...

- Goal 2. To increase ... for the academic improvement of the District, as measured by the following indicators:
 - a. Illinois Standards Achievement Test, ISAT
 - b. Northwest Education Association testing, NWEA

The Board shall determine whether the Administrator has met the goals above using the criteria described in the goals themselves, as well as Board members' own reasonable judgment as to whether the Administrator has exhibited the leadership, guidance and effort needed to achieve the goals. The Board shall make this determination after a review of the Superintendent's evaluation of the Administrator.

F. **CONTRACT EXPIRATION, RENEWAL, EXTENSION, TERMINATION AND AMENDMENT OF CONTRACT**

1. **Expiration and Renewal of Contract.** This Contract shall expire at the end of its term. The Administrator shall not receive notice of non-renewal of her employment unless the Administrator is entitled to such notice in accordance with any applicable requirements of the *School Code*. However, the Board and Administrator may mutually agree to renew the employment of the Administrator. In such event, the Board shall take specific action to enter into a new contract of employment with the Administrator. Such agreement shall not be made before January 1 of the contract year in which the Contract expires.

2. **Contract Extensions.** Prior to the end of any year of the Contract, the Board and Administrator may mutually agree to extend the employment of the Administrator for a period not to exceed the maximum permitted by law provided all the performance and improvement goals contained in Section 2 of Article E of this Contract have been met.

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 Administrator, nor as an extension of the termination date of this Contract.

4. **Termination.** This employment Contract may be terminated during its term by:

- a. Mutual agreement;
- b. Permanent disability as defined by Board Policy or where the Administrator is unable to perform essential job functions with or without accommodation;
- c. Discharge for cause; or
- d. Death.

Discharge for cause during the term of this Contract shall be for any conduct, act, or failure to act by the Administrator which, in the discretion of the Board, is deemed detrimental to the best interests of the School District, including failure to comply with the terms of this Contract. Reasons for discharge for cause shall be given in writing to the Administrator, who shall be entitled to notice and a hearing before the Board to discuss such causes. If the Administrator chooses to be accompanied by legal counsel, she shall bear any costs therein involved. The Board hearing shall be conducted in executive session.

G. **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 terms agreed upon by the parties with respect to the subject matter of this Contract and supercedes all prior agreements, arrangements, contracts and communications between the parties concerning such subject matter, whether oral or written.

