EMPLOYMENT CONTRACT (2010-11)

AGREEMENT made this 21st day of June 2010, between the BOARD OF EDUCATION OF MILLBURN C. C. SCHOOL DISTRICT NO. 24, LAKE COUNTY, ILLINOIS, hereinafter referred to as the "Board," and *MARY TAYLOR*, hereinafter referred to as the "Business Manager."

A. EMPLOYMENT AND COMPENSATION

- 1. The Board hereby employs the Business Manager for one (1) year, commencing on July 1, 2010, and terminating on June 30, 2011, at an annual salary of Eighty Seven Thousand Five Hundred Dollars (\$87,500), payable in 26 equal installments in accordance with the rules of the Board governing payments of other administrative staff members in the District. The Business Manager hereby accepts employment upon the terms and conditions hereinafter set forth.
- 2. In addition to the annual salary stated in paragraph A.1 of this contract, the Board shall pay on behalf of the Business Manager to the State of Illinois Teachers' Retirement System, 8% of the required contributions to said pension system. The Business Manager 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 Business Manager 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 Business Manager's future services, knowledge and experience.
- 3. 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 Business Manager, nor as an extension of the termination date of this contract.
- 4. The Business Manager represents that she is not under contract with any other school district for any portion of the term covered by this contract.
- 5. The Business Manager represents that all information provided to the District in the process of application for employment was true and complete.
- 6. As a required condition of employment for new employees, and prior to commencing duties under this contract, the Business Manager shall submit to a physical examination by a physician licensed in Illinois to practice medicine and surgery in all its branches, and shall provide the Board with evidence of physical fitness to perform duties assigned and freedom from communicable disease, including tuberculosis pursuant to Section 24-5 of The School Code. The Business Manager 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 Business Manager also agrees to comply with all health requirements established by law.
- 7. As a required condition of employment for new employees, the Business Manager shall authorize a criminal background investigation by the Board, pursuant, to <u>The School Code</u>, and a DCFS Child Abuse Registry background investigation.

B. <u>BENEFITS</u>

- 1. The Board will provide the Business Manager with the following benefits:
 - a. Full-family hospitalization, medical insurance, and dental insurance as provided under any group program effective in the District;
 - b. Term life insurance, in the amount of \$50,000.
- 2. The Business Manager shall be granted leave, as defined in Section 24-6 of <u>The School Code</u>, of fifteen (15): thirteen (13) sick leave days per year and two, (2) personal leave days, which may be accumulated to a maximum of three hundred forty (340) days.
- 3. Subject to prior approval the Board, the Business Manager shall be reimbursed for dues and membership fees to professional organizations.
- 4. The Business Manager is expected to attend appropriate professional meetings at the local and state levels, and, subject to prior Board approval, at the national level. The Board shall pay all reasonable expenses incurred.
- 5. From the annual salary stated in paragraph A.1 of this contract, the Business Manager may (1) annually defer compensation pursuant to and in accordance with the terms of an eligible state deferred compensation plan as described in Section 457 of the *Internal Revenue Code* if adopted by the board and/or (2) authorize a salary reduction in order that the Board may purchase an annuity policy for the Business Manager as described in Section 403(b) of the *Internal Revenue Code*, provided that the Business Manager confirms that any such deferrals or reductions for purchase of annuities are within *Internal Revenue Code* limitations.
- 6. Tuition Reimbursement reimbursement for course credit shall be at the rate of one hundred and fifty dollars (\$150.00) per credit hour.
- 7. The Business Manager shall be allowed such other privileges, leaves, and fringe benefits as are commonly extended to other administrative personnel.
- 8. 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. Any additional job related expenses, including transportation, will be reimbursed upon submittal of receipts and/or mileage.

C. **POWERS and DUTIES**

- 1. The Business Manager shall assist the Superintendent in the administrative operation and management of the School District. The Business Manager 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. The Business Manager shall devote his entire time, attention, and energy to the business of the School District and related professional activities. With the permission of the Superintendent, the Business Manager 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.

- 3. The Business Manager may not jeopardize the functioning of the School District by any lengthy and conspicuous absence for such professional activities.
- 4. The Business Manager 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.

D. REAPPOINTMENT

- 1. At the end of this contract, the Board and Business Manager may mutually agree to extend the employment of the Business Manager. In such event, the Board shall take specific action to enter into a new contract of employment with the Business Manager.
- 2. In the event the Board determines not to extend the employment of the Business Manager, this contract shall expire on June 30, 2010. The Business Manager shall receive notice of intent not to renew his employment in accordance with any applicable requirements of *The School Code*.

E. <u>TERMINATION</u>

- 1. This employment contract may be terminated during its term by:
 - a. Mutual agreement;
 - b. Permanent disability (inability to perform essential job functions with or without accommodation);
 - c. Discharge for cause; or
 - d. Death.
- 2. Discharge for cause during the term of this contract shall be for any conduct, act, or failure to act by the Business Manager, which, in the discretion of the Board, is deemed detrimental to the best interests of the School District. Reasons for discharge for cause shall be given in writing to the Business Manager, who shall be entitled to notice and a hearing before the Board to discuss such causes. If the Business Manager chooses to be accompanied by legal counsel, he shall bear any costs therein involved. The Board hearing shall be conducted in executive session.

F. NOTICE

Any notice required to be given under this contract shall be deemed sufficient if it is in writing and sent by mail to the last known residence of the Business Manager or the President of the Board.

IN WITNESS WHEREOF, the parties have executed this Agreement this 21st day of June 2010.

BUSINESS MANAGER		BOARD OF EDUCATION MILLBURN C. C. SCHOOL DISTRICT 24 LAKE COUNTY, ILLINOIS
Mary Taylor	By:	Shawn Lahr, President
ATTEST:		
Chris Stream, Secretary	-	