

Director
Sample

AGREEMENT

THIS AGREEMENT is made this ___th day of July, 20__ by and between the BOARD OF EDUCATION, ORLAND SCHOOL DISTRICT 135, COOK COUNTY, ILLINOIS (which is hereinafter sometimes referred to for convenience as "Board"), and _____ (who is hereinafter sometimes referred to for convenience as the "Administrator"), has been approved by the Board at their meeting held on July __, 20__, and, is appended to the Minutes of said meeting.

IT IS AGREED:

1. **EMPLOYMENT** - The Administrator is hereby hired and retained from July 1, 20__, through and including June 30, 20__, and for a total of 260 work days, including sick leave, vacation leave, and other paid leave days used by the Administrator, as Director of _____ or such other position as he/she may be transferred.

2. **DUTIES** - The duties and responsibilities of the Administrator shall be those duties set forth in Exhibit A (attached hereto and incorporated herein by reference), all those duties incident to the office of the Director of _____ as may be set forth in any job description (contained in Board Policy, as adopted, and which may be amended from time to time), those obligations imposed by laws of the State of Illinois, and in addition thereto, to perform such other professional duties customarily performed by the Director of _____ as from time to time may be assigned to the Administrator by the Board. The Board reserves the right to reassign the Administrator to different duties from time to time during the term of the contract, without a loss of pay.

3. **COMPENSATION** - In consideration of the compensation of \$_____, the Administrator hereby agrees to devote such time, skill, labor and attention to his/her employment, during the term of this Agreement (except as otherwise provided in this Agreement), in order to faithfully perform those duties under this agreement. Said compensation shall be paid in equal installments in accordance with the policy of the Board governing payment of salary to other certificated members of the professional staff, less such amounts as provided for in this Agreement, and other amounts as may be required by law. The Board retains the right to adjust the annual compensation, salary, and fringe benefits of the Administrator during the term of this Agreement, provided that any such compensation, salary, and fringe benefits adjustment(s) shall not be lower than the annual compensation, salary, and fringe benefits paid by the Board as stated herein. Except for any agreements for payments relating to retirement or resignation, any adjustment in salary and fringe benefits made during the life of this Agreement shall be or presently is in the form of amendment and shall become a part of this Agreement. It is provided, however, that by so doing, it shall not be considered that the Board has entered into a new agreement with the Administrator nor that the termination date of this Agreement has been in any way extended. The Board and the Administrator, however, may enter into subsequent agreements or extensions of this Agreement for additional periods of time, as permitted by law and if both should agree, and said agreement is reduced to writing.

4. **EVALUATION** - The Board and Administrator agree that during the term of this contract there shall be an evaluation of the Administrator's performance under the contract. Said evaluation shall consider, but not be limited to, examination of the Administrator's performance of the duties of this agreement and such other factors of appraisal as may be established by the Board. The performance of the Administrator shall be appraised by the Board, or its designee, and a written evaluation of that performance given to the Administrator. Failure by the Board to complete an evaluation does not preclude dismissal or nonrenewal of the contract.

5. **CERTIFICATE** - The Administrator shall furnish to the Board during the term of this Agreement, a valid, appropriate, and properly registered certificate to act as Director of _____, in accordance with the laws of the State of Illinois and as directed by the Board.

6. **TERMINATION OF AGREEMENT** - This employment contract may be terminated by:

- A. Mutual agreement of the parties.
- B. Retirement.
- C. Resignation, provided, however, the Administrator gives the Board at least ninety (90) days notice of the proposed resignation.
- D. Discharge for any conduct, act, or failure to act by the Administrator which is detrimental to the best interests of the School District.

Failure to comply with the terms and conditions of this Agreement shall also be sufficient cause for discharge as provided herein. Nothing herein shall prohibit the Board from suspending the Administrator without pay pending Board consideration of discharge. After the effective date of any such dismissal the Administrator shall not be entitled to any further payments of compensation of any kind under this Agreement, except that the Administrator shall be entitled to any vested benefits payable under the terms and provisions of the Illinois Teachers' Retirement System.

7. **FRINGE BENEFITS** - The Board shall provide such fringe benefits, vacation, sick leave, personal days (if any), major medical and dental insurance (if any) for the Administrator and the dependent members (as determined by the contract of insurance then in effect) of his/her immediate family during the term of this Agreement, in accordance with the basic benefits, vacation, leaves and insurance coverage specified in Attachment A.

8. **REVIEW AND EXTENSION OF AGREEMENT** - This Agreement shall be reviewed by the Board and the Administrator on or before March 1 and may then be extended for a period of one (1) year beyond its termination date, upon such terms and conditions as may be mutually agreed to by the parties, and reduced to writing and signed by the parties.

9. **NOTICE** - Any notice or communication permitted or required under this Agreement 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, to: BOARD OF EDUCATION
Orland School District 135
15100 South 94th Avenue
Orland Park, Illinois 60462

If to the Administrator, to: _____

(or at the last address of the Administrator contained in official Business Office records of the School District).

10. **BUSINESS EXPENSES** - It is anticipated and agreed that the Administrator shall be required to incur certain personal expenses for the official business of the Board. As such, the Board agrees to reimburse the Administrator for any such expenses, incurred by him/her on behalf of the Board, subject, however, to the Board's approval of such expenses.

11. **OTHER BENEFITS AND LEAVE** - The Administrator shall be allowed such other privileges, leaves, and fringe benefits, including tuition reimbursement, not specifically enumerated as are extended to all other certified personnel, except as set forth herein.

12. **BACKGROUND INVESTIGATION** - Under Section 10-21.9 of the *Illinois School Code*, Boards of Education are prohibited from knowingly employing a person who has been convicted of committing or attempting to commit the named crimes therein. If the criminal background investigation required by Illinois law is not completed at the time this contract is signed, and the subsequent investigation report reveals that there has been a conviction, this contract shall immediately become null and void.

13. **NOTICE OF NON-RENEWAL** - Should either the Board or Administrator decide not to renew this contract at its conclusion, notice of such determination of non-renewal shall be given in writing to the other party no later than 90 days prior to this contract's expiration. However, failure to so provide notice of non-renewal shall not automatically renew this Agreement.

14. **MISCELLANEOUS** -

a) This Agreement has been executed in Illinois, and shall be governed in accordance with the laws of the State of Illinois in every respect.

b) 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 Agreement, the text shall control.

c) 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.

d) Except for any agreements for payments relating to retirement or resignation, 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 concerning such subject matter, whether oral or written.

e) This Agreement shall be binding upon and inure to the benefit of the Administrator, his/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,
ORLAND SCHOOL DISTRICT 135
COOK COUNTY, ILLINOIS

By: _____

President

ATTEST:

Secretary

**ATTACHMENT A TO
CERTIFIED CENTRAL OFFICE ADMINISTRATOR'S
EMPLOYMENT AGREEMENT**

(Previously listed in Policy 566 and Policy 531)

Except as may be provided for in individual contracts, the Board shall provide the benefit and professional development opportunities stated herein:

1. Employment Benefits

Directors shall receive the following benefits:

- four weeks paid vacation in the 2011-2012 school year, dates to be approved by the superintendent or his/her designee. A maximum of 50 unused vacation days can be carried from one year to the next. Any unused vacation days in excess of 50 as of June 30 at the end of any school year shall be forfeited and no longer available for any purpose.
- group hospitalization and major medical insurance for each administrator and his/her spouse and dependents.
- group dental insurance for each administrator and his/her spouse and dependents.
- group vision insurance for each administrator and his/her spouse and dependents.
- life insurance equal to one times the annual salary (rounded up to the nearest thousand).
- a tax sheltered annuity, chosen by the administrator in the amount of \$2,600 in lieu of any mileage reimbursement claims for travel within the State of Illinois. The administrator has the option to request a cash payment instead of an annuity for all or a portion of the \$2,600.
- membership in four professional organizations approved by the Superintendent or his/her designee.
- reimbursement of actual and necessary expenses associated with attendance at approved meetings, conferences and conventions.
- reimbursement of tuition associated with career related courses approved by the Superintendent or his/her designee.
- full payment of the administrator's required contribution from salary to the Teacher's Retirement System of the State of Illinois.
- payment of the administrator's contribution to the Teacher's Health Insurance Security Fund.
- three personal leave days per year. A maximum of two unused personal leave days may accrue to accumulated sick leave at the end of any school term.
- fifteen sick leave days per year, unused days to accumulate indefinitely.

- five non-cumulative bereavement days per occurrence (spouse/child)
three non-cumulative bereavement days per occurrence (parent, brother, sister, grandchild, grandparent, parent-in-law, sister-in-law, brother-in-law, legal guardian, and others as approved by the Superintendent)
one day per occurrence (aunt or uncle)

- 16 paid holidays per year and subject to the conditions stated herein:

Independence Day
Labor Day
Columbus Day
Veterans Day* (see note below)
Thanksgiving Day and the day after
Christmas Eve
Christmas Day
New Years Eve
New Years Day
Martin Luther King Day
Lincoln's Birthday or President's Day (whichever one is observed)*
Casmir Pulaski Day*
Friday before Easter
Monday after Easter*
Memorial Day

*Provided that school is not in session on that day.

or any day proclaimed by the governor of the State of Illinois or the President of the United States as a state or national holiday.

(Note: If the District shall choose to hold school on Veteran's Day and select another non-attendance day in the school calendar in lieu of Veteran's Day, each employee shall be granted a day off with pay for that non-attendance day.)

Administrators are responsible for working during one week of the Winter break and during the Spring break (with the exception of legal and Board granted holidays).

In extraordinary/emergency situations the superintendent is authorized to request that administrator(s) report to work on a holiday or vacation day. It shall be the duty of the superintendent to notify the Board promptly of such action and the reasons therefore.

2. **Retirement Benefits.**

The following additional benefits are provided in consideration of an administrator's early retirement under the conditions set forth or otherwise agreed to and not in consideration of continued employment services.

Prior to the date of written application for retirement, administrative employees must have at least 20 years or more of full-time equivalent teacher-certified service with the District, including at least 5 years as an administrator with the District, to be eligible for retirement benefits stated herein.

- a. **Early Retirement Option.** District pays the employer and employee share of ERO payment to TRS.

An administrator who is eligible for the Early Retirement Option under 40 ILCS 5/16-133.2 and who elects to participate in that program shall receive the following benefits:

Sick Days: Convert to or credit up to 340 accumulated, unused days for TRS creditable service; excess days to be bought by District at the rate of \$45.00 per day as a part of a post-retirement severance package. Payment shall be made within thirty (30) days after the administrator's last day of TRS creditable service or the administrator's receipt of his/her last regular paycheck, whichever occurs later. The administrator shall have no actual or constructive right to the receipt of this payment until such time. Withholdings required by law or authorized by the administrator shall be deducted from this payment.

Additional Salary: Only upon presentation of a written irrevocable notice of intent to retire by May 1 of the school year five (5) years prior to retirement, the administrator shall receive a compensation increase of 2.25% per year over base salary in the previous year for the last five (5) years of employment. An administrator may provide less notice – four, three, two, or one year – and, thus, qualify for only said salary enhancement, which cannot exceed 6% over base salary in any year. Any unused salary enhancement upon retirement shall be forfeited. As a part of the post-retirement severance package, the administrator shall receive a payment equal to his/her last year's base salary times the portion of the forfeited bonus percentage not to exceed 11.25%. Payment shall be made within thirty (30) days after the administrator's last day of TRS creditable service or the administrator's receipt of his/her last regular paycheck, whichever occurs later. The administrator shall have no actual or constructive right to the receipt of this payment until such time. Withholdings required by law or authorized by the administrator shall be deducted from this payment.

Vacation Buy Back: Only upon presentation of a written irrevocable notice of intent to retire by May 1 of the school year five (5) years prior to retirement, the administrator shall be eligible to receive payment for up to 50 accumulated vacation days as follows:

Year 5 - 10 days	Year 2 - 10 days
Year 4 - 10 days	Year 1 - 10 days
Year 3 - 10 days	

Any unused and uncompensated vacation days upon retirement shall be forfeited. As a part of the post-retirement severance package, the administrator shall receive a payment equal to his/her last per diem rate of pay times the number of forfeited vacation days up to a maximum of 50. Payment shall be made within thirty (30) days after the administrator's last day of TRS creditable service or the administrator's receipt of his/her last regular paycheck, whichever occurs later. The administrator shall have no actual or constructive right to the receipt of this payment until such time. Withholdings required by law or authorized by the administrator shall be deducted from this payment.

Hospital & Major
Medical:

The Board, on behalf of the administrator, shall reimburse, upon receipt of proof of payment, 70% of the premium or \$4,000 per year (whichever is less) exclusively to the group health insurance plan sponsored by the Teachers' Retirement System of the State of Illinois. Payment of said premiums shall be made for a period of ten years commencing with the date of retirement, or until Medicare eligible whichever is less. The administrator may choose to include coverage for his/her spouse, subject to the 70%/\$4,000 limitation noted above, as long as the limitation is not exceeded.

If a retired administrator dies within ten years of the date of retirement, the Board shall reimburse, upon receipt of proof of payment, 70% or \$4,000 per year (whichever is less) of the group health premium for hospitalization coverage for a surviving spouse directly to the group health insurance carrier until such time as the administrator would have been retired for ten years, or until such time as the person reaches Medicare eligibility, whichever is less. In the event that the administrator's surviving spouse is entitled to health insurance coverage from another source, the district will reimburse 70% of any out of pocket premium expense upon receipt of appropriate documentation, or \$4,000 per year, whichever is less.

Dental Insurance:	Option @ own expense
Life Insurance:	Option @ own expense
Vision Insurance:	Option @ own expense

b. **Not Using Early Retirement Option.**

Sick Days: Convert to or credit up to 340 accumulated, unused days for TRS creditable service; excess days to be bought by District at the rate of \$45.00 per day as a part of a post-retirement severance package. Payment shall be made within thirty (30) days after the administrator's last day of TRS creditable service or the administrator's receipt of his/her last regular paycheck, whichever occurs later. The administrator shall have no actual or constructive right to the receipt of this payment until such time. Withholdings required by law or authorized by the administrator shall be deducted from this payment.

Additional Salary: Only upon presentation of a written irrevocable notice of intent to retire by May 1 of the school year five (5) years prior to retirement, the administrator shall receive the following additional compensation:

- 20 years with District receives 9.0% increase in compensation over base salary in the previous year for last five years, not to exceed 45.0%.
- 19 years with District receives 8.5% compensation over base salary in the previous year for last five years, not to exceed 42.5%.
- 18 years with District receives 8.0% compensation over base salary in the previous year for last five years, not to exceed 40.0%.
- 17 years with District receives 7.5% compensation over base salary in the previous year for last five years, not to exceed 37.5%.
- 16 years with District receives 7.0% compensation over base salary in the previous year for last five years, not to exceed 35.0%.
- 15 years with District receives 6.5% compensation over base salary in the previous year for last five years, not to exceed 32.5%.

An administrator may provide less notice—four, three, two, or one year—and, thus, qualify for only said salary enhancement, which cannot exceed 6% over base salary in any year. Any unused salary enhancement upon retirement shall be forfeited. As a part of the post-retirement severance package, the administrator shall receive a payment equal to his/her last year's base salary times the portion of the forfeited bonus percentage not to exceed the amount as stated above. Payment shall be made within thirty (30) days after the administrator's last day of TRS creditable service or the administrator's receipt of his/her last regular paycheck, whichever occurs later. The administrator shall have no actual or constructive right to the receipt of this payment until such time. Withholdings required by law or authorized by the administrator shall be deducted from this payment.

Vacation Buy Back: Only upon presentation of a written irrevocable notice of intent to retire by May 1 of the school year five (5) years prior to retirement, the administrator shall be eligible to receive payment for up to 50 accumulated vacation days as follows:

Year 5 - 10 days	Year 2 - 10 days
Year 4 - 10 days	Year 1 - 10 days
Year 3 - 10 days	

Any unused and uncompensated vacation days upon retirement shall be forfeited. As a part of the post-retirement severance package, the administrator shall receive a payment equal to his/her last per diem rate of pay times the number of forfeited vacation days up to a maximum of 50. Payment shall be made within thirty (30) days after the administrator's last day of TRS creditable service or the administrator's receipt of his/her last regular paycheck, whichever occurs later. The administrator shall have no actual or constructive right to the receipt of this payment until such time. Withholdings required by law or authorized by the administrator shall be deducted from this payment.

Hospital & Major
Medical:

The Board, on behalf of the administrator, shall reimburse, upon receipt of proof of payment, 70% of the premium or \$4,000 per year (whichever is less) exclusively to the group health insurance plan sponsored by the Teachers' Retirement System of the State of Illinois. Payment of said premiums shall be made for a period of ten years commencing with the date of retirement, or until Medicare eligible whichever is less. The administrator may choose to include coverage for his/her spouse, subject to the 70%/\$4,000 limitation noted above, as long as the limitation is not exceeded.

If a retired administrator dies within ten years of the date of retirement, the Board shall reimburse, upon receipt of proof of payment, 70% or \$4,000 per year (whichever is less) of the group health premium for hospitalization coverage for a surviving spouse directly to the group health insurance carrier until such time as the administrator would have been retired for ten years, or until such time as the person reaches Medicare eligibility, whichever is less. In the event that the administrator's surviving spouse is entitled to health insurance coverage from another source, the district will reimburse 70% of any out of pocket premium expense upon receipt of appropriate documentation, or \$4,000 per year, whichever is less.

Dental Insurance:	Option @ own expense
Life Insurance:	Option @ own expense
Vision Insurance:	Option @ own expense

- c. (Base salary as used in subparagraphs a. and b. does not include TRS or any other fringe benefits, but does refer to the compensation specified in the "compensation" section (Section 3) of the Administrator's Employment Agreement.)
- d. No administrator may participate in the retirement benefits provided herein if he/she will cause the Board to incur a penalty as a result of an increase in credible earnings exceeding 6% in any year used by TRS to calculate the administrator's retirement pension.