

CERTIFIED ADMINISTRATOR'S EMPLOYMENT AGREEMENT

Mahomet-Seymour Community Unit School District #3
2011 - 2012

THIS AGREEMENT made this *DDth* day of *Month*, *YYYY*, by and between the Mahomet-Seymour Board of Education, Community Unit School District No. 3, Champaign County, Illinois ("the Board"), and *Name* ("the Administrator"), ratified by a resolution adopted at the meeting of the Board held on, *Month DD*, *YYYY*, and found in the minutes of that meeting.

IT IS AGREED:

- 1. Employment** *Name* is hereby hired and retained for the position of *position* in and for the Mahomet-Seymour Board of Education, Community Unit School District No. 3, located in Champaign County, Illinois.
- 2. Term** The contract term of this Agreement shall be **twelve (12)** months, commencing *July 1*, *YYYY*, and ending *June 30*, *YYYY*. For the purposes of this agreement, "contract year" is defined as *July 1* through *June 30* and "work year" is defined as *July 1* through *June 30*.
- 3. Duties** The duties and responsibilities of the Administrator in and for this District shall be all those duties incident to the office as set forth in the job description established for this position (hereby incorporated as Exhibit A – Administrator's Job Description of this Agreement); those obligations imposed by the law of the State of Illinois; and such other duties normally performed by an Administrator that from time to time may be assigned by the Superintendent of Schools or the Board.

Unless excused by the Superintendent, the Administrator shall attend all Board meetings and appropriate Board committee meetings, and provide administrative recommendations on each item of business considered by each of these groups as requested by the Board and the Superintendent.

- 4. Certificate** The Administrator shall furnish to the Board during the term of this Agreement, a valid and appropriate certificate for the contracted position in accordance with the laws of the State of Illinois and as directed by the Board.
- 5. Evaluation** The Administrator shall be evaluated by the Superintendent of Schools pursuant to the evaluation plan for their position in force in the school district (hereby incorporated as Exhibit B – Administrator's Evaluation Plan of this Agreement). Annually, but no later than February 1 of each contract year, the Board and the Superintendent of Schools shall review with the Administrator, the Administrator's progress toward established goals and working relationships among the Administrator, the Superintendent, the Board, the faculty, the staff and the community.

Failure of the Superintendent to complete the evaluation by February 1 of each contract year shall not be deemed a breach of this contract unless the Administrator, after February 1, has notified the Superintendent, in writing, of such failure and the Superintendent then fails to complete the evaluation within thirty (30) days after its receipt of such notice from the Administrator.

6. Salary

A. Salary In consideration of a salary of \$.00, 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, and to perform faithfully the duties of Administrator for this District as set forth in this Agreement.

B. Pay Dates The Administrator's salary shall be paid in substantially equal installments in accordance with the policies, rules and regulations of the Board governing payment of salary to other certificated members of the professional staff.

C. Salary Adjustments The Board retains the right to adjust the salary of the Administrator during the term of this Agreement, provided any salary adjustment does not

reduce the annual salary below the figure stated in this Agreement. Any adjustment in salary made during the life of this Agreement shall be in the form of a written 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.

7. Other Compensation and Benefits

A. Pension In addition to the Administrator's salary, the Board shall pay on behalf of the Administrator, the entire sum of the "member contribution" to the Teacher's Retirement System (TRS) in the form of an employer paid pension contribution pursuant to 40 ILCS 5/16-152 et seq. the intent of which shall be to shelter the contribution from federal income taxation pursuant to section 414(h)(2) of the Internal Revenue Code and tax rulings 81-35 and 81-36.

B. Teacher Health Insurance Security Fund The Board, on behalf of the Administrator, shall pay the full contribution amount to the Teacher Health Insurance Security (THIS) Fund.

C. Holidays Unless required to fulfill the duties and responsibilities of this position, or requested otherwise by the Superintendent or Board, the Administrator will not be required to work during legal school holidays recognized by the Board.

D. School Term Breaks Unless required to fulfill the duties and responsibilities of this position, or requested otherwise by the Superintendent or Board; the Administrator will not be required to work during school term breaks recognized by the Board.

E. Board Provided Fringe Benefits Refer to the Certified Administrator's Fringe Benefits document attached (hereby incorporated as Exhibit C - Certified Administrator's Fringe Benefits of this Agreement).

F. Membership Dues The Board shall pay the total cost of the Administrator's annual membership dues to one national and one state level organization relating to the Administrator's assigned duties and for such other professional organizations approved by the Board.

G. Bereavement Leave The Board shall allow three (3) days of bereavement leave per occurrence after a death in the immediate family. The immediate family, for purposes of this section, shall include: parents, spouse, brothers, sisters, children, grandparents, grandchildren, parent-in-law, brothers-in-law, sisters-in-law, and legal guardians.

H. Other Benefits Unless specifically included in this Agreement or required by law, the Administrator shall not be provided with any additional fringe benefits that may be given to other employees of the District.

8. Termination of this Agreement

A. Termination by Agreement During the term of this Agreement, the Board and Administrator may mutually agree, in writing, to terminate this Agreement.

B. Termination by Disability Should the Administrator be unable to perform the duties and obligations of this Agreement, by reason of illness, accident or other cause beyond Administrator's control and such disability exists for a period of more than ninety (90) days after the exhaustion of accumulated sick leave days and any other leave as may be available during the term of this Agreement, or if such disability is permanent, irreparable or of such nature as to make the performance of Administrator's duties impossible, the Board, at its option, may terminate this Agreement, whereupon the respective duties, rights and

obligations of the parties shall terminate.

C. Discharge for Cause During the term of this contract, the Administrator may be discharged for cause, which shall constitute conduct which is seriously prejudicial to the Board, including, but not limited to, breach of contract or any cause set forth in Section 10-22.4 of the Illinois School Code. Notice of discharge for cause shall set forth specific reasons and shall be given in writing. The Administrator shall be entitled to appear before the Board in closed session to be afforded a hearing. If the Administrator chooses to be accompanied by legal counsel at such meeting, the Administrator shall bear any costs therein involved.

In the event that the Board offers to terminate the contract by paying the amount specified in Paragraph D (Unilateral Termination by the Board), the requirement of cause and the hearing before the Board is hereby waived by the Administrator.

D. Unilateral Termination by the Board The Board may, at its option, and by a minimum of ninety (90) days written notice to the Administrator, unilaterally terminate this Agreement during its term. In the event of such termination, the Board shall pay to the Administrator, as severance pay, all of the aggregate salary the Administrator would have earned under Section 6.A of this Agreement through the contract ending date set forth in this Agreement.

E. Unilateral Termination by the Administrator The Administrator may, at their option, and by a minimum of ninety (90) days written notice to the Board, unilaterally terminate this Agreement during its term. At the discretion of the Board, any unilateral termination of this agreement by the Administrator without Board consent, between Aug 1 and June 1 of any contract year, will require the Administrator to pay liquidated damages to the district up to the lesser of the actual cost of finding a replacement for the Administrator or 10% of the Administrators salary.

F. Termination by Death of Administrator This Agreement terminates immediately upon the death of the Administrator.

G. Terminations or Reclassification at End of Contract Term The Board's notice of intent not to renew this Agreement must be presented to the Administrator in writing by April 1 of the contract year stated in this Agreement. Failure to do so by April 1 will automatically extend this Agreement for one additional contract year.

9. Miscellaneous

A. Professional Activities The Administrator shall be encouraged to attend appropriate professional meetings at the local, state and national levels. Within budget constraints and after presentation of vouchered expenses, the costs of attendance shall be paid by the Board pursuant to its policies, rules and regulations.

B. Expenses The Board shall reimburse the Administrator for reasonable and proper business expenses and personal mileage incurred by the Administrator while conducting approved school district business. Reimbursement shall be pursuant to the school district's policies, rules and regulations.

C. Outside Activities The Administrator may undertake outside activities (e.g. other employment, speaking engagements, writing, lecturing or other professional duties and obligations) as long as the activity is conducted outside of normally expected and required district-paid duty hours and does not in any way interfere with the performance of the Administrator's duties to the district. If the Administrator's outside activities fail to meet these requirements in any way, prior written approval of the Superintendent and Board is required.

D. Records Check Pursuant to 105 ILCS 5/10-21.9, 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 records check required by Illinois law is not completed at the time this contract is signed, and the subsequent investigation report reveals there has been such a conviction, this contract shall immediately become null and void.

E. 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 registered or certified mail, addressed to:

The Board: President, Mahomet-Seymour Board of Education
Community Unit School District No. 3
101 N. Division Street, Box 229
Mahomet, Illinois 61853

With a copy to: Superintendent, Mahomet-Seymour Board of Education
Community Unit School District No. 3
101 N. Division Street, Box 229
Mahomet, Illinois 61853

The Administrator: *Name*
101 N. Division Street, Box 229
Mahomet, Illinois 61853

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

G. Paragraph Numbering and Headings Paragraph numbering and headings have been inserted for convenience and reference only, and if there shall be any conflict between any such numbering/headings and the text of this Agreement, the text shall control.

H. Duplicate Original Agreements 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.

I. Superiority of Agreement This Agreement contains all of 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. The Board intends to extend only such salary and/or benefits to the Administrator as are specified herein.

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, on the day and year first written above.

By: Mahomet-Seymour Board of Education
Community Unit School District No. 3

Administrator

President, Board of Education

ATTEST:

Secretary, Board of Education

Attachments: Exhibit A – Administrator’s Job Description
Exhibit B – Administrator’s Evaluation Plan
Exhibit C – Certified Administrator’s Fringe Benefits

Exhibit A
Administrator's Job Description

(Insert Document here)

Exhibit B
Administrator's Evaluation Plan

(Insert Document here)

Exhibit C
Certified Administrator's Fringe Benefits

Vacation Leave	<ol style="list-style-type: none"> 1. <u>Agreements of less than 12-months duration:</u> On the first day of the contract year, administrators with Agreements of <i>less than 12-months</i> duration will receive three (3) Vacation Leave days. 2. <u>Agreements of 12-months duration:</u> On the first day of the contract year, administrators with Agreements of <i>12-months</i> duration will receive twenty (20) Vacation Leave days. 3. On September 1 following the end of each contract year, any unused Vacation Leave will be forfeited. No accumulation of Vacation Leave is allowed. 4. Scheduling of Vacation Leave shall be subject to the approval of the Superintendent, shall not interfere with the orderly function of the School District, and shall be subject to the use provisions contained in the School District's policies, rules and regulations with respect thereto. 5. <u>Vacation Leave Bank - For Administrators employed by the District prior to July 1, 2006:</u> The District, at its option, may reimburse the Administrator for remaining banked vacation leave days, accumulated prior to July 1, 2006, in one of the following ways: <ol style="list-style-type: none"> a. Allow the Administrator to use banked days as additional vacation (subject to the approval of the Superintendent) in the current contract year. b. Reimburse the Administrator for any number of banked vacation leave days per contract year, until the Administrator's vacation leave bank is exhausted. The reimbursement rate is the Administrator's average daily rate for the year in which reimbursement is given. 6. The District <u>must</u> reimburse the Administrator for any banked vacation leave remaining upon the effective resignation, termination or retirement of the Administrator from the District, as required by law. (820 ILCS 115/5) (Ch. 48, par. 39m-5).
Personal Leave	<ol style="list-style-type: none"> 1. On the first day of the contract year, administrators will receive two (2) Personal Leave days. One (1) of these Personal Leave days may be carried over to the following contract year with the maximum number of available during any single contract year limited to three (3) days. 2. Scheduling of Personal Leave shall be subject to the approval of the Superintendent, shall not interfere with the orderly function of the School District, and shall be subject to the use provisions contained in the School District's policies, rules and regulations with respect thereto. 3. Subject to <i>TRS Rules Section 1650.351 – "Employer Contribution for Excess Sick Leave"</i>, on September 1 following the end of each contract year, any unused personal leave not carried forward to the following year, may be converted to Sick Leave. If TRS imposes an employer penalty, such days shall be considered to have been forfeited on September 1 following the end of each contract year.

<p>Sick Leave</p>	<ol style="list-style-type: none"> 1. On the first day of the contract year, administrators will receive fifteen (15) days of Sick Leave. 2. Sick Leave is allowed to accumulate without limit 3. At no time may the number of Sick Leave days granted exceed those granted to district teachers under the MSEA collective bargaining agreement. Sick Leave is subject to TRS Rules Section 1650.351 – “Employer Contribution for Excess Sick Leave” and the use provisions contained in the School District’s policies, rules and regulations with respect thereto.
<p>Health Insurance</p>	<ol style="list-style-type: none"> 1. The District will provide the Administrator with employee-only hospitalization and major medical insurance health coverage. This program may be amended from time to time and will be of the Board’s choosing. 2. The District shall provide up to \$1,000.00 annually towards deductibles incurred by the employee’s individual (or family, if chosen) hospitalization and major medical insurance health benefit program.
<p>Life Insurance</p>	<ol style="list-style-type: none"> 1. Provided the Administrator meets the ordinary qualification requirements of the Board’s insurer, the District will provide the Administrator with \$100,000 of term life insurance on the life of the employee only. This coverage shall be of the Board’s choosing and will allow the Administrator to designate the beneficiaries of the policy.
<p>Additional Benefit Allowance (ABA)</p>	<ol style="list-style-type: none"> 1. The Board shall provide the Administrator with an Additional Benefit Allowance (ABA) of up to \$742 per month. This allowance may only be used for the purchase of additional products chosen from among the District’s Section 125 plan for Administrators. 2. If the cost for additional products elected from the District’s Section 125 plan for Administrators exceed the Administrator’s monthly ABA, the excess will be deducted from their salary. 3. The ABA is in addition to the District-provided employee-only hospitalization/major medical and term life insurance coverage noted above. 4. If family or two-person hospitalization/major medical is selected as an additional upgraded coverage, the Board will contribute premium equating to the base employee-only hospitalization/major medical coverage with the premium difference deducted from the Administrator’s ABA.

(End of Exhibit C - Certified Administrator’s Fringe Benefits)