

CERTIFIED ADMINISTRATOR'S EMPLOYMENT AGREEMENT

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

THIS AGREEMENT made this *DD of MM, 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:

Employment *Name* is hereby hired and retained for the position of *Position Title* in and for the Mahomet-Seymour Board of Education, Community Unit School District No. 3, located in Champaign County, Illinois.

Term The contract term of this Agreement is one (1) year commencing on *July 1, YYYY*, and ending *June 30, YYYY*. The administrator's work term during the contract year shall equate to a total of ## months, inclusive of the first through the last day school is in session, with the remaining work days allocated during the summer recess as required to perform administrative responsibilities or as requested by the Superintendent.

1. 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.

2. 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.

3. 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 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.

4. Salary

A. Salary In consideration of a salary of *\$.00 for the YYYY-YYYY contract year*, 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 twenty-four (24)

substantially equal installments in accordance with the policies, rules and regulations of the Board governing payment of salary to 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.

5. 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.

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.
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.
Sick Leave	<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 <i>TRS Rules Section 1650.351 – "Employer Contribution for Excess Sick Leave"</i> and the use provisions contained in the School District's policies, rules and regulations with respect thereto.
Health Insurance	<ol style="list-style-type: none"> 1. The District will provide the Administrator with <i>employee-only</i> 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.
Life Insurance	<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 <i>employee only</i>. This coverage shall be of the Board's choosing and will allow the Administrator to designate the beneficiaries of the policy.
Additional Benefit Allowance (ABA)	<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.

	<ol style="list-style-type: none"><li data-bbox="332 184 1469 247">3. The ABA is in addition to the District-provided employee-only hospitalization/major medical and term life insurance coverage noted above.<li data-bbox="332 262 1469 388">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.
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(End of Exhibit C - Certified Administrator's Fringe Benefits)