



Community Consolidated School District 46

**Board of Education Meeting
Wednesday, June 9, 2021
Frederick School**

6:30 P.M.

Agenda

**TENTATIVE AGENDA
COMMUNITY CONSOLIDATED SCHOOL DISTRICT 46
BOARD OF EDUCATION MEETING
WEDNESDAY, JUNE 9, 2021 - 6:30 P.M.
FREDERICK SCHOOL, 595 FREDERICK RD., GRAYSLAKE, IL**

- **CALL TO ORDER AND ROLL CALL**
- **ESTABLISHMENT OF QUORUM**
- **PLEDGE OF ALLEGIANCE**
- **APPROVAL OF AGENDA**
- **PUBLIC COMMENTS- *Thank you for attending the meeting of the Board of Education. You are reminded that these meetings are held in public but are not public meetings. You are welcome to address the Board during "Public Comment". You are asked to limit your remarks to fewer than three minutes. Guidelines for Public Comment are available at each meeting, along with the current agenda. Contact information for Board members and schools is listed at the end of this agenda.***
- **BOARD REPORTS**
- **SUPERINTENDENT REPORT**
- **COMMITTEE REPORTS**
 - **Community Engagement Committee**
- **CONSENT AGENDA - *Approval of routine, procedural, informational and/or self-explanatory items. Can include discussion of individual items on the consent agenda. Board members may motion to remove items from the consent agenda to the full agenda for individual attention.***
 - **Motion to approve the Consent Agenda items including:**
 - **May 19, 2021 Regular Meeting Minutes as presented**
 - **May 19, 2021 Closed Session Meeting Minutes as presented**
 - **Personnel Report as presented**
 - **Exception Report as presented**
 - **Accounts Payable as presented**
- **ACTION ITEMS - *These agenda items will be voted on by the Board at this meeting.***
 - **Motion to approve a Resolution to Establish a Fiscal Year and Authorize the Development of the 2022 Fiscal Year Budget**
 - **Motion to approve the CLIC Workers Compensation Renewal**
 - **Motion to approve the CLIC Property/Casualty Insurance Renewal**
 - **Motion to approve the School District Depositories**
 - **Motion to approve the Vaccine Pod Expenditure of \$21,285**
 - **Motion to approve an Intergovernmental Agreement for Covid 19 Testing Support**
 - **Motion to approve the Durham Contract Renewal for the 2021-2022 School Year**

- Motion to approve the 2021-2022 Arbor Management Contract Renewal
 - Motion to approve the Memorandum of Understanding for the Grayslake Federation of Teachers
 - Motion to approve the Memorandum of Understanding for the Grayslake PSRP
 - Motion to approve a salary increase for Non-Union District Office Staff for the 2021-2022 school year
 - Motion to approve the Administrator Contracts as presented
 - Motion to approve the Superintendent's contract as presented
- **UNFINISHED BUSINESS - *These are unresolved issues that were previously brought before the Board. The items will be discussed but no action will be taken at this meeting.***
 - Discussion and Presentation of the 2021-22 School Plan
 - **NEW BUSINESS - *These are new issues for the Board to discuss. No action will be taken at this meeting.***
 - Discussion of Creation of Finance Committee
 - **TOPICS FOR FUTURE AGENDA ITEMS**
 - **PUBLIC COMMENTS**
 - **CLOSED SESSION – Open Meetings Act 5 ILCS 120/2(c)(1) “The appointment, employment, compensation, discipline, performance, or dismissal of specific employees of the public body or legal counsel for the public body, including hearing testimony on a complaint lodged against an employee of the public body or against legal counsel for the public body to determine its validity”; and/or 5 ILCS 120/2(c)(2) “Collective negotiating matters between the public body and its employees or their representatives, or deliberations concerning salary schedules for one or more classes of employees.”**
 - **ADJOURNMENT**

<u>Board Members</u>		<u>Schools</u>	
Jim Weidman, President	847-223-3540 x5669	Avon School	847-223-3530
Stephen Mack, Vice-President	847-223-3540 x5679	District Office	847-223-3650
Kristy Braden, Secretary	847-223-3540 x5664	Frederick School	847-543-5300
Jason Lacroix, Member	847-223-3540 x5678	Grayslake Middle School	847-223-3680
Tamika Nash, Member	847-223-3540 x5618	Meadowview School	847-223-3656
Kristy Miller, Member	847-223-3540 x5691	Park Campus	847-201-7010
Michelle Anderson, Member	847-223-3540 x5648	Prairieview School	847-543-4230
		Woodview School	847-223-3668

Board Agreements

The District web site address is www.d46.org

Reports:

Board Members
Superintendent
Committees

Consent Agenda

- Minutes
- Personnel Report
- Exception Report
- Accounts Payable

**COMMUNITY CONSOLIDATED SCHOOL DISTRICT 46
BOARD OF EDUCATION MEETING
May 19, 2021**

<p><i>Call To Order and Roll Call</i></p>	<p>The Regular Board of Education Meeting of the Community Consolidated School District 46, Lake County, Illinois was held at Frederick School, located at 595 Frederick Rd., Grayslake, IL on May 19, 2021</p> <p>President Weidman called the meeting to order at 6:30 p.m. Members Present: Jim Weidman, Stephen Mack, Kristy Braden, Michelle Anderson, Jason Lacroix, and Kristy Miller. Tamika Nash. Members Remote: Tamika Nash. Members absent: None. Also Present: Superintendent, Dr. Lynn Glickman; Assistant Superintendent, Paul Louis; Director of Special Services, Heather Lorenzo; Director of Human Resources, Chris Wolk; and Director of Technology, Chris Vipond.</p>
<p><i>Establishment of Quorum</i></p>	<p>A quorum was established.</p>
<p><i>Pledge of Allegiance</i></p>	<p>Pledge of Allegiance took place at this time.</p>
<p><i>Approval of Agenda</i></p>	<p>President Weidman requested a motion for the approval of the May 19, 2021 Board Meeting Agenda as presented. Motioned by Mack and seconded by Braden for the approval of the agenda as presented. Yeas: Miller, Anderson, Mack, Weidman, Braden, Lacroix, and Nash. Nays: None. Motion carried.</p>
<p><i>Public Comment</i></p>	<p>None.</p>
<p><i>Board Member Reports</i></p>	<p>Mrs. Tamika Nash thanked former Board member, Tom Meskel, for his note of encouragement. Mrs. Nash also recognized Mr. Chris Vipond and his gratitude for her participation on the Strategic Planning Committee. Mrs. Nash recognized Heather Lorenzo's Student Services Team and their phenomenal job focusing on students with social and emotional needs.</p>

**Superintendent
Report**

Dr. Glickman welcomed Mr. Chris Wildman, Assistant Superintendent of Finance, to his first Board meeting in District 46.

Covid 19 vaccinations for children ages 12 and up were offered at District 127. Many D46 staff members volunteered to help. Approximately 650 people received the vaccine.

This week Meadowview students participated in Woodland Days.

Graduation for 8th graders will take place on June 6th. 11:00 a.m. and 1:30 p.m. for Grayslake Middle School, and 4:00 p.m. for Park Campus. The ceremonies will be held at Grayslake North High School in the football stadium. A rain date has been set for the following Sunday. The event will be live-streamed.

A consortium of Lake County schools is awaiting information from the State of Illinois regarding Remote instruction for the fall and who will qualify.

Currently, the district has a zero Covid transmission rate. Lake County will offer a pilot program that will allow districts to change their quarantine procedures. D46 has applied for this pilot program and is awaiting approval.

Dr. Glickman continues to investigate Covid testing using the Shield Test, for the fall. The goal is that there will be no cost to the district. More information on this will follow.

Mrs. Heather Lorenzo, Director of Pupil Services, celebrated her team and their successful Preschool For All (PFA) audit. This is a grant-funded ECC program for students "At Risk".

Mr. Chris Wildman, Assistant Superintendent of Finance, shared the district cost for the vaccination pod for staff members was \$21,285. This was less than the anticipated cost.

Mrs. Chris Wolk, Human Resources Director, recognized this year's retirees and thanked them for their years of service.

<p>Committee Reports</p>	<p>Community Engagement Committee- The next Food Drive will be held on July 17th & 18th. The Strategic Plan was shared with the committee members and they responded with positive feedback.</p> <p>Equity & Inclusion Committee- The committee met on Monday, May 17th. They reviewed the Strategic Plan, discussed the upcoming equity audit, talked about volunteer opportunities for the Grayslake Pride Parade on June 20th, and agreed to seek more participation for the upcoming school year.</p>
<p>Consent Agenda</p>	<p>President Weidman requested a motion for the approval of the consent agenda including the personnel addendum as follows:</p> <ul style="list-style-type: none"> • Minutes from the following meetings: <ul style="list-style-type: none"> • May 5, 2021 Regular Meeting • May 5, 2021 Closed Session Meeting • Personnel Report • FOIA Review • Exception Report as presented • Accounts Payable as presented • April 2021 – Treasurer Report • April 2021 – Student Activity Treasurer Report • April 2021 – Imprest Treasurer Report • April 2021 – Flex Treasurer Report • April 2021 – Budget Report Expenses • April 2021 – Budget Report Revenues • April 2021 – Expenditure Multi-Year Variance Report • April 2021 – Revenue Multi-Year Variance Report • April 2021 – Expense by Object • April 2021 – Student Activity – Monthly Activity <p>Motioned by Nash and seconded by Miller for the approval of the consent agenda including the personnel addendum as presented. Yeas: Braden, Nash, Lacroix, Anderson, Miller, Mack, and Weidman. Nays: None. Motion carried.</p>
<p>Action Items</p>	<p>President Weidman requested a motion for the approval of the Request for Proposal (RFP) for Contracted Night Cleaning. Motioned by Weidman and seconded by Mack for the approval of the Request for Proposal (RFP) for Contracted Night Cleaning.</p>

Yeas: Weidman, Miller, Mack, Nash, Braden, Lacroix, and Anderson.

Nays: None.

Motion carried.

President Weidman requested a motion for the approval of the Resolution for Fully Funded Education.

Motioned by Braden and seconded by Mack for the approval of the Resolution for Fully Funded Education.

Yeas: Lacroix, Braden, Anderson, Miller, Mack, Weidman, and Nash.

Nays: None.

Motion carried.

President Weidman requested a motion for the approval of the 2020-2021 Final School Calendar.

Motioned by Nash and seconded by Weidman for the approval of the 2020-2021 Final School Calendar.

Yeas: Anderson, Mack, Braden, Lacroix, Miller, Nash, and Weidman.

Nays: None.

Motion carried.

President Weidman requested a motion for the approval of the Strategic Plan.

Motioned by Weidman and seconded by Braden for the approval of the Strategic Plan.

Yeas: Mack, Braden, Anderson, Miller, Lacroix, Weidman, and Nash.

Nays: None.

Motion carried.

President Weidman requested a motion for the approval of the Purchase of Student Desks/Chairs.

Motioned by Miller and seconded by Mack for the approval of the Purchase of Student Desks/Chairs.

Yeas: Miller, Nash, Anderson, Braden, Mack, Weidman, and Lacroix.

Nays: None.

Motion carried.

Unfinished Business	Board Self-Evaluation- The district will request a representative from the Illinois Association of School Boards (IASB) to conduct this evaluation in the upcoming months.
New Business	<p>Discussion of the Arbor Management Contract- The District previously entered into a five-year contract; the contract is further divided into one-year increments that are renewed annually. School year 2021-2022 will be the fifth year of the contract.</p> <p>The contract renewal reflects a 3% increase for the 2021-22 school year. The Contract renewal will be on the June 9th agenda for approval.</p> <p>Discussion of the Durham Transportation Contract- The district awarded a contract with Durham School Services for the 2008-2009 school year. At the end of the 3 year plus the 2 additional year extension, the partnership was annually renewed for eight consecutive years by mutual agreement. Durham School Services has proven to be a solid partner with the District.</p> <p>The current renewal includes a 6% rate increase, the same increase as the previous year. The Contract renewal will be on the June 9th agenda for approval.</p>
Topics for Future Agenda Items	<ul style="list-style-type: none"> •Approval of the development of a Finance Committee •Solar Update •Approval of a Resolution to Establish the Fiscal Year and authorize the development of the 2021-22 Fiscal Year Budget •Approval of the School Depositories •Approval of CLIC Workers Compensation Renewal •Approval of CLIC Property/Casualty Insurance Renewal •Approval of the Arbor Contract Renewal •Approval of the Durham Transportation Contract Renewal •Approval of an Intergovernmental Agreement for Shield Testing •Arbor Presentation •Presentation on the 2021-22 School Year
Public Comment	None.
Closed Session	President Weidman requested a motion to enter into closed session. Motioned by Miller and seconded by Lacroix for the adjournment of open session and enter into closed session at

	<p>8:22 p.m. in accordance with the Open Meetings Act 5 ILCS 120/2(c)(1) <i>"The appointment, employment, compensation, discipline, performance, or dismissal of specific employees of the public body or legal counsel for the public body, including hearing testimony on a complaint lodged against an employee of the public body or against legal counsel for the public body to determine its validity"; and/or 5 ILCS 120/2(c)(2)</i> <i>"Collective negotiating matters between the public body and its employees or their representatives, or deliberations concerning salary schedules for one or more classes of employees."</i></p> <p>Yeas: Lacroix, Nash, Miller, Mack, Anderson, Weidman, and Braden.</p> <p>Nays: None.</p> <p>Motion carried.</p>
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Jim Weidman, Board President

Kristy Braden, Board Secretary

COMMUNITY CONSOLIDATED SCHOOL DISTRICT 46
PERSONNEL REPORT
For the June 9, 2021 Board Meeting

New Hire

Irena Braun - Building Administrative Assistant at Park Campus, has been hired to be the Data Management Coordinator for the District. Irena will receive an annual salary of \$55,000. Irena will start June 7, 2021.

Retirement

Christina Demeris-Mohr - Special Education Teacher at Woodview, has submitted her intent to retire at the end of the 2020-2021 school year.

Diane Novatnik - Occupational Therapist at Frederick and Woodview schools, has submitted her intent to retire. Her planned retirement date is to be effective August 2, 2021.

Robert Smith - Custodian at Park Campus, has submitted his intent to retire. Robert's retirement was effective at the end of the day June 4, 2021.

Resignation

Kelly Blackler - Program Assistant at Grayslake Middle School, has submitted her letter of resignation, effective at the end of the 2020-2021 school year.

Michelle Wallis - Program Assistant at Woodview, has submitted her letter of resignation, effective June 2, 2021.

2021-2022 School Year - New Hires

Monica McGuire - has been hired as a 3rd/4th Grade EL Teacher at Avon. Monica has been hired at a 7/MA for a tentative contract amount of \$49,305*. Monica will start August 17, 2021.

Brianna VanHeirseele -has been hired as a 7th Grade Math Teacher at Grayslake Middle School. Brianna has been hired at a 3/BA for a tentative contract amount of \$39,531*. Brianna will start August 17, 2021.

Jamie Lewis - has been hired as a 3rd Grade Teacher at Meadowview. Jamie has been hired at a 5/MA for a tentative contract amount of \$47,869*. Jamie will start August 17, 2021.

Victoria Parrott -has been hired as a 4th Grade Teacher at Avon. Victoria has been hired at a 1/MA+8 for a tentative contract amount of \$45,261*. Victoria will start August 17, 2021.

Ashley Adams - has been hired as a 4th Grade Teacher at Meadowview. Ashley has been hired at a 1/BA for a tentative contract amount of \$38,547*. Ashley will start August 17, 2021.

Kerri Ciaccio - has been hired as a 6th Grade ELA Teacher at Frederick. Kerri has been hired at a 8/MA+32 for a tentative contract amount of \$62,328*. Kerri will start August 17, 2021.

Sheryl Johnson - a current Program Assistant at Avon, has been hired to cover a 1 year leave of absence as a 4th Grade Teacher at Avon. Sheryl has been hired at a 1/MA for a tentative contract amount of \$43,583*. Sheryl will start her new position August 17, 2021.

Jill Billingsley - has been hired as a 3rd Grade Teacher at Prairieview. Jill has been hired at a 8/MA+32 for a tentative contract amount of \$62,328*. Jill will start August 17, 2021.

* The contract amounts are guaranteed as a minimum and will increase accordingly once salary negotiations have been completed for the 2021-2022 school year.

2021-2022 School Year - Leave of Absence

Caroline Copenhaver - Program Assistant at Woodview, has requested to take a leave of absence for the 2021-2022 school year.

COMMUNITY CONSOLIDATED SCHOOL DISTRICT 46
PERSONNEL REPORT ADDENDUM
For the June 9, 2021 Board Meeting

Hayley Sesterhenn - has been hired as a 1st Grade Teacher at Prairieview. Hayley has been hired at a 7/MA for a tentative contract amount of \$49,305*. Hayley will start August 17, 2021.

* The contract amounts are guaranteed as a minimum and will increase accordingly once salary negotiations have been completed for the 2021-2022 school year.

REPORT DATE RANGE: 05/28/2021 TO 05/28/2021

Name Key	Employee Name	Check Number	Check Date	Pay Type	Amount	Description	Factor/Hours	Freq	Account Number	Percent
Bldg	Loc	Type							Total	ACA Hours
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		PA20							36.28	
900167972	AV 30	05/28/21	XDTY	18.14	Extra Duty Pay	3.0000	24	10E010 2210 1220 34	330500	
		TCH24							54.42	
900167848	PE 100	05/28/21	XDTY	18.14	Extra Duty Pay	4.5000	24	10E100 1505 1320 60	000000	
		TCH24							81.63	
900168092	MS 40	05/28/21	XDTY	18.14	Extra Duty Pay	16.0000	24	10E040 1505 1340 54	000000	
		TCH24							290.24	

Page Totals: 25.5000 462.57 0.00 0.00

Report Totals: 25.5000 462.57 0.00 0.00

Number of Records Processed : 4

Number of Records with Pay: 4

***** End of report *****

REPORT DATE RANGE: 05/28/2021 TO 05/28/2021

Name Key	Employee Name	Check Number	Check Date	Pay	Description	Freq	Account Number	Percent
Bldg	Loc	Type	Amount	Factor/Hours	Total	ACA Hours		
		900168113	05/28/21	HRLY	Hourly Time She	24	10E010 2130 1130 65 000000	
		WV 50	COR24	37.24	4.5000		167.58	4.50
		900168068	05/28/21	HRLY	Hourly Time She	24	10E010 2560 1290 69 000000	
		MS 40	TMP	12.00	23.0000		276.00	30.00

Page Totals: 27.5000 443.58 0.00 34.50

Report Totals: 27.5000 443.58 0.00 34.50

Number of Records Processed : 2
Number of Records with Pay: 2

***** End of report *****

REPORT DATE RANGE: 05/28/2021 TO 05/28/2021

Name Key	Employee Name	Check Number	Check Date	Pay	Description	Freq	Account Number	Percent
Bldg	Loc	Type	Amount	Factor/Hours	Total	ACA Hours		
		900167781	05/28/21	STPD	Stipend	24	10E100 1500 1320 60 000000	
		PE 100	TCH24	1,443.00	1.0000		1,443.00	
		900167788	05/28/21	STPD	Stipend	24	10E100 1500 1320 60 000000	
		PE 100	TCH24	1,443.00	1.0000		1,443.00	
		900168199	05/28/21	STPD	Stipend	24	10E080 1500 1320 58 000000	
		FS 80	TCH24	1,443.00	1.0000		1,443.00	
		900168097	05/28/21	STPD	Stipend	24	10E050 1500 1320 55 000000	
		WV 50	TCH24	700.50	1.0000		700.50	
		900167881	05/28/21	STPD	Stipend	24	10E020 1500 1320 52 000000	
		FV 20	TCH24	1,401.00	1.0000		1,401.00	
		900168031	05/28/21	STPD	Stipend	24	10E050 1500 1320 55 000000	
		MS 40	TCH24	1,401.00	1.0000		1,401.00	
		900167963	05/28/21	STPD	Stipend	24	10E030 1500 1320 53 000000	
		AV 30	TCH24	1,443.00	1.0000		1,443.00	
		900167795	05/28/21	STPD	Stipend	24	10E100 1500 1320 60 000000	
		PW 100	TCH24	1,443.00	1.0000		1,443.00	
		900168101	05/28/21	STPD	Stipend	24	10E050 1500 1320 55 000000	
		WV 50	TCH24	1,401.00	1.0000		1,401.00	
		900167804	05/28/21	STPD	Stipend	24	10E100 1500 1320 60 000000	
		FV 100	TCH24	2,883.00	1.0000		2,883.00	
		900167804	05/28/21	STPD	Stipend	24	10E100 1500 1320 60 000000	
		PW 100	TCH24	1,443.00	1.0000		1,443.00	
		Employee Totals:			2.0000		4,326.00	0.00
		900168104	05/28/21	STPD	Stipend	24	10E010 1500 1320 64 000000	
		WV 50	TCH24	700.50	1.0000		700.50	
		900167810	05/28/21	STPD	Stipend	24	10E100 1500 1320 60 000000	
		PW 100	TCH24	2,161.00	1.0000		2,161.00	
		900168110	05/28/21	STPD	Stipend	24	10E050 1500 1320 55 000000	
		WV 50	TCH24	1,401.00	1.0000		1,401.00	
		900168151	05/28/21	STPD	Stipend	24	10E060 1110 1320 56 000000	
		MV 60	TCH24	1,443.00	1.0000		1,443.00	
		900168221	05/28/21	STPD	Stipend	24	10E080 1500 1320 58 000000	
		FS 80	TCH24	1,443.00	1.0000		1,443.00	
		900168222	05/28/21	STPD	Stipend	24	10E080 1500 1320 58 000000	
		FS 80	TCH24	1,082.00	1.0000		1,082.00	
		900168222	05/28/21	STPD	Stipend	24	10E080 1500 1320 58 000000	
		FS 80	TCH24	1,443.00	1.0000		1,443.00	
		Employee Totals:			2.0000		2,525.00	0.00

REPORT DATE RANGE: 05/28/2021 TO 05/28/2021

Name Key	Employee Name	Bldg	Loc	Check Number	Check Date	Pay	Description	Freq	Account Number	Percent		
		Type			Amount	Factor/Hours			Total	ACA Hours		
				900168154	05/28/21	STPD	Stipend	24	10E060 1500 1320 56 000000			
				MV 60	TCH24	1,443.00	1.0000		1,443.00			
				900167976	05/28/21	STPD	Stipend	24	10E010 1500 1320 64 000000			
				AV 30	TIC24	1,050.00	1.0000		1,050.00			
				900167908	05/28/21	STPD	Stipend	24	10E020 1500 1320 52 000000			
				PV 20	TCH24	700.50	1.0000		700.50			
				900167977	05/28/21	STPD	Stipend	24	10E010 1500 1320 64 000000			
				AV 30	TCH24	721.50	1.0000		721.50			
				900167977	05/28/21	STPD	Stipend	24	10E010 1500 1320 64 000000			
				AV 30	TCH24	1,443.00	1.0000		1,443.00			
				Employee Totals:							2,164.50	0.00
				900167813	05/28/21	STPD	Stipend	24	10E100 1500 1320 60 000000			
				PE 100	TCH24	1,443.00	1.0000		1,443.00			
				900168112	05/28/21	STPD	Stipend	24	10E010 1500 1320 64 000000			
				WV 50	TCH24	1,401.00	1.0000		1,401.00			
				900168158	05/28/21	STPD	Stipend	24	10E060 1500 1320 56 000000			
				MV 60	TCH24	1,443.00	1.0000		1,443.00			
				900167914	05/28/21	STPD	Stipend	24	10E020 1500 1320 52 000000			
				PV 20	TCH24	1,401.00	1.0000		1,401.00			
				001671496	05/28/21	STPD	Stipend	24	10E100 1500 1320 60 000000			
				MV 60	TCH20	1,443.00	1.0000		1,443.00			
				900168230	05/28/21	STPD	Stipend	24	10E080 1500 1320 58 000000			
				FS 80	TCH24	1,443.00	1.0000		1,443.00			
				900168231	05/28/21	STPD	Stipend	24	10E080 1500 1320 58 000000			
				FS 80	TCH24	1,443.00	1.0000		1,443.00			
				900167917	05/28/21	STPD	Stipend	24	10E020 1500 1320 52 000000			
				PV 20	TCH24	1,401.00	1.0000		1,401.00			
				900167980	05/28/21	STPD	Stipend	24	10E030 1505 1340 53 000000			
				AV 30	PA20	1,443.00	1.0000		1,443.00			
				900168117	05/28/21	STPD	Stipend	24	10E050 1500 1320 55 000000			
				WV 50	TCH24	1,401.00	1.0000		1,401.00			
				900168234	05/28/21	STPD	Stipend	24	10E080 1500 1320 58 000000			
				FS 80	TCH24	1,443.00	1.0000		1,443.00			
				900167824	05/28/21	STPD	Stipend	24	10E100 1500 1320 60 000000			
				PE 100	TCH24	1,443.00	1.0000		1,443.00			
				900168164	05/28/21	STPD	Stipend	24	10E060 1110 1320 56 000000			
				MV 60	TCH24	1,443.00	1.0000		1,443.00			
				900167827	05/28/21	STPD	Stipend	24	10E100 1500 1320 60 000000			

Page Totals: 18.0000 23,949.00 0.00

REPORT DATE RANGE: 05/28/2021 TO 05/28/2021

Name Key	Employee Name	Check Number		Check Date	Pay Type	Description	Amount	Factor/Hours	Freq	Account Number		Percent
		Bldg	Loc							Total	ACA Hours	
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		900168237		05/28/21	STPD	Stipend						
		FS	80	TCH24	1,443.00	1.0000			24	10E050	1500 1320 55	0.000000
		900168118		05/28/21	STPD	Stipend						
		WV	50	TCH24	525.00	1.0000			24	10E050	1500 1320 55	0.000000
		900168120		05/28/21	STPD	Stipend						
		WV	50	TCH24	1,401.00	1.0000			24	10E020	1500 1320 52	0.000000
		900167924		05/28/21	STPD	Stipend						
		PV	20	TCH24	1,401.00	1.0000			24	10E010	1500 1320 64	0.000000
		900167985		05/28/21	STPD	Stipend						
		AV	30	TCH24	1,443.00	1.0000			24	10E020	1500 1320 52	0.000000
		900167926		05/28/21	STPD	Stipend						
		PV	20	TCH24	1,401.00	1.0000			24	10E080	1500 1320 58	0.000000
		900168238		05/28/21	STPD	Stipend						
		FS	80	TCH24	1,443.00	1.0000			24	10E050	1500 1320 55	0.000000
		900168124		05/28/21	STPD	Stipend						
		WV	50	TCH24	250.00	1.0000			24	10E050	1500 1320 55	0.000000
		900168124		05/28/21	STPD	Stipend						
		WV	50	TCH24	1,401.00	1.0000			24	10E050	1500 1320 55	0.000000
		900168124		05/28/21	STPD	Stipend						
		Employee Totals:										
		900167835		05/28/21	STPD	Stipend			24	10E100	1500 1320 60	0.000000
		PC	100	TCH24	1,443.00	1.0000						
		900167835		05/28/21	STPD	Stipend						
		PC	100	TCH24	1,082.00	1.0000			24	10E100	1500 1320 60	0.000000
		900168126		05/28/21	STPD	Stipend						
		WV	50	TCH24	525.00	1.0000			24	10E050	1500 1320 55	0.000000
		900167993		05/28/21	STPD	Stipend						
		AV	30	TCH24	1,443.00	1.0000			24	10E010	1500 1320 64	0.000000
		900167935		05/28/21	STPD	Stipend						
		PV	20	TCH24	700.50	1.0000			24	10E050	1500 1320 55	0.000000
		900168244		05/28/21	STPD	Stipend						
		FS	80	TCH24	1,443.00	1.0000			24	10E080	1500 1320 58	0.000000
		900168247		05/28/21	STPD	Stipend						
		FS	80	TCH24	1,443.00	1.0000			24	10E080	1500 1320 58	0.000000
		900167997		05/28/21	STPD	Stipend						
		AV	30	TCH24	1,443.00	1.0000			24	10E010	1500 1320 64	0.000000

Page Totals: 18.0000 21,673.50 0.00

REPORT DATE RANGE: 05/28/2021 TO 05/28/2021

Name Key	Employee Name	Check Number	Check Date	Pay Type	Pay Amount	Description	Freq	Account Number		Percent
								Bldg	Loc	
		900167997	05/28/21	STPD	721.50	Stipend	24	10E010	1500 1320 64	0.00
		AV 30	TCH24						721.50	
									2,164.50	0.00
		900167847	05/28/21	STPD	1,443.00	Stipend	24	10E100	1500 1320 60	0.00
		PE 100	TCH24						1,443.00	
		900167939	05/28/21	STPD	1,050.00	Stipend	24	10E020	1500 1320 52	0.00
		PV 20	TCH24						1,050.00	
		900168004	05/28/21	STPD	1,443.00	Stipend	24	10E010	1500 1320 64	0.00
		AV 30	TCH24						1,443.00	
		900168184	05/28/21	STPD	1,443.00	Stipend	24	10E060	1500 1320 56	0.00
		MV 60	TCH24						1,443.00	
		900167944	05/28/21	STPD	1,401.00	Stipend	24	10E020	1500 1320 52	0.00
		PV 20	TCH24						1,401.00	
		900167857	05/28/21	STPD	1,443.00	Stipend	24	10E100	1500 1320 60	0.00
		PE 100	TCH24						1,443.00	
		900167860	05/28/21	STPD	1,443.00	Stipend	24	10E100	1500 1320 60	0.00
		PV 100	TCH24						1,443.00	
		900168135	05/28/21	STPD	1,401.00	Stipend	24	10E050	1500 1320 55	0.00
		WV 50	TCH24						1,401.00	
		900167866	05/28/21	STPD	1,443.00	Stipend	24	10E100	1500 1320 60	0.00
		PV 100	TCH24						1,443.00	
		900168139	05/28/21	STPD	1,401.00	Stipend	24	10E050	1500 1320 55	0.00
		WV 50	TCH24						1,401.00	
		900167950	05/28/21	STPD	1,443.00	Stipend	24	10E020	1500 1320 52	0.00
		PV 20	TCH24						1,443.00	
		900167868	05/28/21	STPD	1,401.00	Stipend	24	10E100	1500 1320 60	0.00
		PC 100	TCH24						1,401.00	
		900167951	05/28/21	STPD	1,443.00	Stipend	24	10E020	1500 1320 52	0.00
		PV 20	TCH24						1,443.00	
		900167871	05/28/21	STPD	1,443.00	Stipend	24	10E100	1500 1320 60	0.00
		PV 100	TCH20						1,443.00	
		900167872	05/28/21	STPD	1,443.00	Stipend	24	10E100	1500 1320 60	0.00
		PE 100	TCH24						1,443.00	
		900168012	05/28/21	STPD	1,443.00	Stipend	24	10E010	1500 1320 64	0.00
		AV 30	TCH24						1,443.00	
		900168187	05/28/21	STPD	1,443.00	Stipend	24	10E060	1500 1320 56	0.00
		MV 60	TCH24						1,443.00	
		900167954	05/28/21	STPD		Stipend	24	10E020	1500 1320 52	0.00

Page Totals:

18.0000

24,649.50

0.00

REPORT DATE RANGE: 05/28/2021 TO 05/28/2021

Name Key	Employee Name	Check Number	Check Date	Pay Type	Amount	Description	Freq	Account Number	Percent
Bldg	Loc	Type			Factor/Hours		Total	ACA Hours	
PV	20	TCH24	05/28/21	STPD	1,401.00	Stipend	24	105010 1500 1320 64 000000	
AV	30	TCH24	05/28/21	STPD	1,443.00	Stipend	24	105020 1500 1320 52 000000	
PV	20	TCH24	05/28/21	STPD	1,401.00	Stipend	24	105020 1500 1320 52 000000	

Page Totals: 3.0000 4,245.00 0.00 0.00

Report Totals: 75.0000 100,635.00 0.00 0.00

Number of Records Processed : 75
Number of Records with Pay: 75

***** End of report *****

WORKSHEET: 2 CUSTODIAL

NAME KEY	EMPLOYER NAME	BLDG	LOC	TYPE	PAY	ACCOUNT NUMBER	PERCENT	AMOUNT	FREQ	FACTOR/HRS	TOTALS	HOURS	WEEK
AV	30	OM24	OVT1	20E010	2540	1390 71 000000		24.7400	24	8.00	197.92	8.00	
PC	20	OM24	OVT2	20E010	2540	1390 71 000000		21.9000	24	16.00	350.40	16.00	
MS	40	OM24	OVT2	20E010	2540	1390 71 000000		30.4100	24	8.00	243.28	8.00	
FS	80	OM24	OVT2	20E010	2540	1390 71 000000		25.8900	24	16.00	414.24	16.00	
MS	40	OM24	OVT2	20E010	2540	1390 71 000000		19.7000	24	8.00	157.60	8.00	
DO	10	OM24	OVT2	20E010	2540	1390 71 000000		21.2600	24	16.00	340.16	16.00	

Page Totals: 72.00 1,703.60 72.00

Report Totals: 72.00 1,703.60 72.00

Number of Records Processed : 6

Number of Records with Pay: 6

***** End of report *****

WORKSHEET: 6 EXTRA DUTY PAY

NAME KEY	EMPLOYEE NAME	BLDG	LOC	TYPE	PAY	ACCOUNT NUMBER	PERCENT	AMOUNT	FREQ	FACTOR/HR	TOTALS	HOURS	WRKD
PE	100	TCH24	XDTY	10E010	3000	1320 34 330500	2.00	18.1400	24	2.00	36.28		
MV	60	TCH24	XDTY	10E010	3000	1320 34 330500	2.00	18.1400	24	2.00	36.28		
MS	40	TCH24	XDTY	10E040	1500	1320 54 000000	66.00	18.1400	24	66.00	1,197.24		
MS	40	2TC24	XDTY	10E040	1505	1320 54 000000	22.72	18.1400	24	22.72	412.14		
MS	40	TCH24	XDTY	10E040	1505	1320 54 000000	14.04	18.1400	24	14.04	254.69		
DO	30	SEC24	XDTY	10E010	3000	1320 34 330500	2.00	18.1400	24	2.00	36.28		
MS	40	TCH24	XDTY	10E040	1505	1320 54 000000	39.16	18.1400	24	39.16	710.36		
PV	20	TCH24	XDTY	10E010	3000	1320 34 330500	2.00	18.1400	24	2.00	36.28		
FS	80	TCH24	XDTY	10E010	3000	1320 34 330500	2.00	18.1400	24	2.00	36.28		
AV	30	TCH24	XDTY	10E010	3000	1320 34 330500	2.00	18.1400	24	2.00	36.28		
PV	20	TCH24	XDTY	10E010	3000	1320 34 330500	2.25	18.1400	24	2.25	40.82		
MS	40	TCH24	XDTY	10E040	1505	1320 54 000000	55.00	18.1400	24	55.00	997.70		
MV	60	TCH24	XDTY	10E010	3000	1320 34 330500	2.00	18.1400	24	2.00	36.28		
AV	30	TCH24	XDTY	10E010	3000	1320 34 330500	2.00	18.1400	24	2.00	36.28		
AV	30	TCH24	XDTY	10E010	3000	1320 34 330500	2.00	18.1400	24	2.00	36.28		
PV	20	TCH24	XDTY	10E010	3000	1320 34 330500	2.00	18.1400	24	2.00	36.28		

Page Totals: 219.17 3,975.75 0.00
 Report Totals: 219.17 3,975.75 0.00
 Number of Records Processed: 16
 Number of Records with Pay: 16

WORKSHEET: 1 HOURLY

NAME KEY	EMPLOYEE NAME	BLDG	LOC	TYPE	PAY	ACCOUNT NUMBER	PERCENT	AMOUNT	FREQ	FACTOR/HR	TOTALS	HOURS	WRKD
PC		100		COR24	OVT1	10E010 1500 1340 64 000000		37.2400	24	5.00	186.20	5.00	5.00
MS		40		COR24	OVT1	10E060 1500 1320 56 000000		37.2400	24	4.00	148.96	4.00	4.00
SU		990		SUB	SUB	10E010 1110 1220 64 000000		205.0000	24	5.00	1,025.00	5.00	5.00

Page Totals:

14.00 1,360.16 14.00

Report Totals:

14.00 1,360.16 14.00

Number of Records Processed: 3

Number of Records with Pay: 3

***** End of report *****

WORKSHEET: 9 INTERNAL SUBBING

NAME KEY	EMPLOYEE NAME	BLDG	LOC	TYPE	PAY	ACCOUNT NUMBER	PERCENT	AMOUNT	FREQ	FACTOR/HRS	TOTALS	HOURS	WRKD
WV	50	IT24	DOCK	10E050	2220	1140 55	000000	-21.2400	24	26.00	-552.24	26.00	26.00
WV	50	IT24	ISSB	10E010	1110	1220 64	000000	26.2300	24	26.00	681.98	26.00	26.00
Employee Totals:													
AV	30	PA24	DOCK	10E030	1800	1140 53	000000	-14.4400	24	26.00	-375.44	26.00	26.00
AV	30	PA24	ISSB	10E010	1110	1220 64	000000	26.2300	24	26.00	681.98	26.00	26.00
Employee Totals:													
MV	60	PA24	DOCK	10E060	1250	1140 56	000000	-18.2500	24	3.01	-54.93	3.01	3.01
MV	60	PA24	ISSB	10E010	1110	1220 64	000000	26.2300	24	3.01	78.95	3.01	3.01
Employee Totals:													
AV	30	PA24	DOCK	10E030	1110	1140 53	000000	-19.2300	24	6.50	-125.00	6.50	6.50
AV	30	PA24	ISSB	10E010	1110	1220 64	000000	26.2300	24	6.50	170.50	6.50	6.50
Employee Totals:													
FS	80	PA20	DOCKD	10E080	1200	1140 58	000000	-15.2900	24	0.83	-12.69	0.83	0.83
FS	80	PA20	ISSB	10E010	1110	1220 64	000000	26.2300	24	0.83	21.77	0.83	0.83
Employee Totals:													
AV	30	PA20	DOCKD	10E030	1800	1140 53	000000	-15.2900	24	13.00	-198.77	13.00	13.00
AV	30	PA20	ISSB	10E010	1110	1220 64	000000	26.2300	24	13.00	340.99	13.00	13.00
Employee Totals:													
PV	20	PA24	DOCK	10E020	1110	1140 52	000000	-19.3600	24	1.08	-20.91	1.08	1.08
PV	20	PA24	ISSB	10E010	1110	1220 64	000000	26.2300	24	1.08	28.33	1.08	1.08
Employee Totals:													
PV	20	PA24	DOCKD	10E010	1110	1140 43	430000	-19.3600	24	3.17	-61.37	3.17	3.17
PV	20	PA24	ISSB	10E010	1110	1220 64	000000	26.2300	24	3.17	83.15	3.17	3.17
Employee Totals:													
Page Totals:											159.18	686.30	79.59
Report Totals:											159.18	686.30	79.59
Number of Records Processed :											16		
Number of Records with Pay:											16		

WORKSHEET: 6 STIPEND PAY

NAME KEY	EMPLOYEE NAME	BLDG	LOC	TYPE	PAY	ACCOUNT NUMBER	PERCENT	AMOUNT	FREQ	FACTOR/HR	TOTALS	HOURS WRKD
MS	40	TCH24	STPD	10E040	1500	1320 54 0000000	1.00	1,050.0000	24	1.00	1,050.00	
MS	40	TCH24	STPD	10E040	1500	1340 54 0000000	1.00	2,161.0000	24	1.00	2,161.00	
MS	40	TCH24	STPD	10E040	1500	1320 54 0000000	1.00	1,443.0000	24	1.00	1,443.00	
MS	40	TCH24	STPD	10E040	1500	1320 54 0000000	1.00	1,443.0000	24	1.00	1,443.00	
MS	40	TCH24	STPD	10E040	1500	1320 54 0000000	1.00	1,443.0000	24	1.00	1,443.00	
MS	40	TCH24	STPD	10E040	1500	1320 54 0000000	1.00	2,161.0000	24	1.00	2,161.00	
MS	40	TCH24	STPD	10E040	1500	1320 54 0000000	1.00	1,443.0000	24	1.00	1,443.00	
MS	40	TCH24	STPD	10E040	1500	1320 54 0000000	1.00	1,443.0000	24	1.00	1,443.00	

Page Totals: 8.00 12,587.00 0.00
 Report Totals: 8.00 12,587.00 0.00
 Number of Records Processed : 8
 Number of Records with Pay: 8

REPORT DATE RANGE: 05/28/2021 TO 05/28/2021

Name Key	Employee Name	Check Number	Check Date	Pay Type	Pay Amount	Description	Freq	Account Number	Percent
Bldg	Loc	Type			Factor/Hours		Total	ACA Hours	
		900167787	05/28/21	OVT1	37.24	Overtime < 40	24	10E010 1500 1340 64 000000	28.00
PC	100	COR24			5.0000		186.20		
		900167789	05/28/21	OVT1	20.50	Overtime < 40	24	10E100 2410 1150 60 000000	11.00
PC	100	SEC24			11.0000		225.50		
		900167789	05/28/21	OVT2	30.75	Overtime over40	24	10E100 2410 1150 60 000000	169.75
PC	100	SEC24			169.7500		5,219.81		180.75
		Employee Totals:			180.7500		5,445.31	0.00	
		900168030	05/28/21	OVT1	37.24	Overtime < 40	24	10E060 1500 1320 56 000000	8.50
MS	40	COR24			8.5000		316.54		
		900168241	05/28/21	OVT2	25.89	Overtime over40	24	20E010 2540 1390 71 000000	8.00
FS	80	OM24			8.0000		207.12		

Page Totals: 202.2500 6,155.17 0.00 225.25

Report Totals: 202.2500 6,155.17 0.00 225.25

Number of Records Processed : 5
Number of Records with Pay: 5

***** End of report *****

Need to provide the check number(s) (Dates: 06/10/21 - 06/10/21)

VENDOR	INVOICE DESCRIPTION	ACCOUNT NUMBER	INVOICE NUMBER	CHECK CHECK NUMBER DATE	AMOUNT	BATCH NUMBER	TOTAL
Advance Auto Parts	Parts & Supplies	10E010 2540 4100 21 000000	STMT 21043	1671551 06/10/2021	50.44	AP2106	
Alexian Brothers Beh	Outplaced Tuition	10E010 1912 6700 15 000000	80652237-02	1671552 06/10/2021	560.00	AP2106	
Alexian Brothers Beh	Outplaced Tuition	10E010 1912 6700 15 000000	80652237-03	1671552 06/10/2021	720.00	AP2106	
American Capital Fin	Lease Agreement	10E010 2660 3250 16 000000	10521	1671553 06/10/2021	1,582.00	AP2106	
American Outfitters,	Uniforms - OAM	20E010 2540 4100 21 000000	318811	1671554 06/10/2021	102.30	AP2106	
Apple Computer, Inc	ITS VPP Credit VAR EDU-INT	10E010 1200 4100 48 462000	AF06332678	1671555 06/10/2021	50.00	AP2106	
Assured Healthcare,	Contracted Nurse	10E010 2130 3100 15 000000	16239	1671556 06/10/2021	2,721.90	AP2106	
Assured Healthcare,	Contracted Nurse	10E010 2130 3100 15 000000	16276	1671556 06/10/2021	2,393.09	AP2106	
Assured Healthcare,	Contracted Nurse	10E010 2130 3100 15 000000	15846	1671556 06/10/2021	1,218.38	AP2106	
Baysinger, Kara	Staff Reimbursement - Teacher	10E010 2130 3100 15 000000	16313	1671556 06/10/2021	2,929.05	AP2106	
	Celebrations	10E040 1110 4100 04 000000	210505	1671557 06/10/2021	95.58	AP2106	
Chain O Lakes Transp	Outplaced Transportation	40E010 2550 3310 20 351000	4947	1671558 06/10/2021	16,910.00	AP2106	
Classic Printery, In	Name Badge & Plates	10E010 2520 4100 17 000000	100454	1671559 06/10/2021	58.50	AP2106	
Classic Printery, In	Name Badge and Plate	10E010 2310 4100 11 000000	100431	1671559 06/10/2021	37.00	AP2106	
Compass Health Cente	Outplaced Tuition	10E010 1912 6700 15 000000	10002405	1671560 06/10/2021	334.75	AP2106	
Constellation Energy	Electric Bill - PV	20E010 2540 4660 21 000000	1997622480	1671561 06/10/2021	1,557.00	AP2106	
Constellation Energy	Electric Bill - DO	20E010 2540 4660 21 000000	1996633470	1671561 06/10/2021	284.02	AP2106	
Constellation Energy	Electric Bill - PC	20E010 2540 4660 21 000000	1997629970	1671561 06/10/2021	4,364.16	AP2106	
Constellation NewEne	Gas Bill - PV & AV	20E020 2540 4650 21 000000	31100822-1	1671562 06/10/2021	67.77	AP2106	
Constellation NewEne	Gas Bill - PV & AV	20E030 2540 4650 21 000000	31100822-1	1671562 06/10/2021	45.64	AP2106	
Dena Denny Physical	Outplaced Physical Therapy	10E010 2130 3100 48 462000	1580	1671563 06/10/2021	2,105.00	AP2106	
Dena Denny Physical	Outplaced Physical Therapy	10E010 2130 3100 48 462000	1532-A	1671563 06/10/2021	30.00	AP2106	
Dena Denny Physical	Outplaced Physical Therapy	10E010 2130 3100 48 462000	1586	1671563 06/10/2021	1,862.50	AP2106	
Dena Denny Physical	Outplaced Physical Therapy	10E010 2130 3100 48 462000	1579	1671563 06/10/2021	1,350.00	AP2106	
Dena Denny Physical	Outplaced Physical Therapy	10E010 2130 3100 48 462000	1588	1671563 06/10/2021	422.50	AP2106	
Dena Denny Physical	Outplaced Physical Therapy	10E010 2130 3100 48 462000	1564-A	1671563 06/10/2021	180.00	AP2106	
Dena Denny Physical	Outplaced Physical Therapy	10E010 2130 3100 48 462000	1565-A	1671563 06/10/2021	1,710.00	AP2106	
Dena Denny Physical	Outsourced Physical Therapy	10E010 2130 3100 48 462000	1590	1671563 06/10/2021	2,105.00	AP2106	
Ebbole, Kim	Parent Reimbursement -	10R040 1994 0000 00 000000	210511	1671564 06/10/2021	15.00	AP2106	
	Graduation Fees						
EBSCO Information Se	Rate Adjustment	10E080 1110 4100 08 000000	2106684	1671565 06/10/2021	5.45	AP2106	
Ermolov, Helen	Russian Translation	10E010 1800 3100 13 000000	210524	1671566 06/10/2021	7.50	AP2106	
Evanston/Skokie Scho	Outplaced Tuition	10E010 1912 6700 15 000000	PK 21021	1671567 06/10/2021	7,781.26	AP2106	
Evanston/Skokie Scho	Outplaced Tuition	10E010 1912 6700 15 000000	PK 21030	1671567 06/10/2021	8,645.84	AP2106	
Evanston/Skokie Scho	Outplaced Tuition	10E010 1912 6700 15 000000	PK 21036	1671567 06/10/2021	8,645.84	AP2106	
Evanston/Skokie Scho	Outplaced Tuition	10E010 1912 6700 15 000000	PK 21037	1671567 06/10/2021	8,645.84	AP2106	
Evanston/Skokie Scho	Outplaced Tuition	10E010 1912 6700 15 000000	PK 21038	1671567 06/10/2021	1,729.17	AP2106	
Exceptional Learners	Seminar - St. Gilbert	10E015 3700 3120 49 493221	1732	1671568 06/10/2021	105.00	AP2106	

VENDOR	INVOICE DESCRIPTION	ACCOUNT NUMBER	INVOICE NUMBER	CHECK CHECK NUMBER DATE	AMOUNT	BATCH NUMBER	TOTAL
First Eagle Bank	Copier Lease Payment	10E010 2570 3250 13 000000	15884	1671569 06/10/2021	3,359.22	AP2106	
Forecast 5 Analytics	License Agreement & Fees	10E010 2520 3100 17 000000	INV14442	1671570 06/10/2021	11,149.00	AP2106	
Fox, Danielle	Student Reimbursement - Lunch	10R000 1611 0000 00 000000	210521	1671571 06/10/2021	31.60	AP2106	
Fulcrum Mngement So	Thought Exchange	10E010 2310 3100 11 000000	2824	1671572 06/10/2021	1,096.00	AP2106	
Generation Genius, I	License for Gr 5-8 Science	10E010 1110 3100 14 000000	127733	1671573 06/10/2021	2,985.00	AP2106	
Glickman, Lynn	Staff Mileage Reimbursement	10E010 2320 3320 12 000000	210521	1671574 06/10/2021	23.69	AP2106	
Gross, Aaron	Staff Reimbursement - Staff	10E040 2410 4100 04 000000	210511	1671575 06/10/2021	339.74	AP2106	
Home Depot - Commerc	Positive Reinforcement	20E010 2540 4100 21 000000	STMT - 210	1671577 06/10/2021	648.00	AP2106	
Home Depot - Pro Ins	Supplies	20E010 2540 4100 21 000000	600298996	1671576 06/10/2021	16.98	AP2106	
Home Depot - Pro Ins	Wasp and Bee Spray	20E010 2540 4100 21 000000	614046399-	1671576 06/10/2021	181.08	AP2106	
Home Depot - Pro Ins	Equip Control Module	20E010 2540 4100 21 000000	6148836590	1671576 06/10/2021	183.31	AP2106	
Houghton Mifflin Co	Reading Materials	10E010 1800 3100 34 330500	8000151984	1671578 06/10/2021	11,880.75	AP2106	
Iesa	2021-2022 Registration - Park	10E100 1500 6400 10 000000	210511	1671579 06/10/2021	580.00	AP2106	
ISCorp	Campus	10E010 2520 3100 17 000000	0713976	1671580 06/10/2021	1,015.00	AP2106	
Johannsen, Debra	Skyward Hosting Services	10R040 1994 0000 00 000000	210527	1671581 06/10/2021	15.00	AP2106	
Johnson Controls, In	Student Reimbursement -	20E010 2540 3100 21 000000	1-10338521	1671582 06/10/2021	5,333.26	AP2106	
Kriha Boucek	Graduation Overpayment	10E010 2310 3180 13 000000	2200	1671583 06/10/2021	3,452.00	AP2106	
Krug-NorthWest Elect	Contract Agreement	20E010 2540 4100 21 000000	36544	1671584 06/10/2021	26.90	AP2106	
Krug-NorthWest Elect	Professional Legal Fees	10E010 2560 5500 19 000000	210501	1671585 06/10/2021	9,507.09	AP2106	
KS StateBank, Govt F	Bracket	10R040 1994 0000 00 000000	201006	1671586 06/10/2021	15.00	AP2106	
Learn, Amber	Student Reimbursement for graduation certificate	10E010 1912 6700 15 000000	INV73052	1671587 06/10/2021	200.00	AP2106	
LearnWell	Hospital Tutoring (2)	10E015 3700 3120 49 493221	5-7-2-21	1671588 06/10/2021	500.00	AP2106	
LiveNLearn LLC	Professional Development	10E010 2640 2330 68 000000	21210515	1671589 06/10/2021	2,408.97	AP2106	
Lorenzo, Heather	Executive Functioning	10E040 1110 4100 04 000000	210511-A	1671600 06/10/2021	125.91	AP2106	
Marcus Smith	Staff Tuition Reimbursement	10E040 2410 4100 04 000000	210511	1671600 06/10/2021	640.52	AP2106	
Marcus Smith	Staff Reimbursement - Staff	20E010 2540 3100 21 000000	21-11135	1671590 06/10/2021	3,000.00	AP2106	
Master Library	Positive Reinforcement Items	10R040 1995 0000 00 000000	210525	1671591 06/10/2021	22.00	AP2106	
Master Library	ML Work Orders - Tier 3	10E010 1800 4100 34 330500	1178121040	1671592 06/10/2021	55,089.43	AP2106	
Mathew, E Katerina	Subscription						
Mathew, E Katerina	Student Reimbursement - Stylus						
McGraw-Hill Educatio	2020 bilingual curriculum - kinder, 5th & 6th						

Need to provide the check number(s) (Dates: 06/10/21 - 06/10/21)

VENDOR	INVOICE DESCRIPTION	ACCOUNT NUMBER	INVOICE NUMBER	CHECK CHECK NUMBER DATE	AMOUNT	BATCH NUMBER	TOTAL
Metro Prep	Outplaced Tuition	10E010 1912 6700 15 000000	MP 65480	1671593 06/10/2021	13,439.46	AP2106	
Music & Arts	Music Supplies	10E010 1110 4100 14 000000	026430887	1671594 06/10/2021	460.33	AP2106	
Music & Arts	Music Supplies	10E010 1110 4100 14 000000	026288646	1671594 06/10/2021	2,472.21	AP2106	
Music & Arts	Music Supplies	10E010 1110 4100 14 000000	026500509	1671594 06/10/2021	1,377.24	AP2106	
Music & Arts	Music Supplies	10E010 1110 4100 14 000000	026470686	1671594 06/10/2021	1,230.92	AP2106	
Music & Arts	Music Supplies	10E010 1110 4100 14 000000	026220646	1671594 06/10/2021	2,267.52	AP2106	
North American Corpo	Oxivir TB	10E010 1110 4100 14 000000	026391065	1671594 06/10/2021	1,193.24	AP2106	
Northwest Community	Tutoring Service	20E010 2540 4100 21 032020	B293166	1671595 06/10/2021	6,117.12	AP2106	
Novack, Karen	Staff Reimbursement - Music	10E010 2330 3100 15 000000	N-646-2	1671596 06/10/2021	499.20	AP2106	
Novack, Karen	Curriculum Ukulee Club	10E040 1110 4100 04 000000	210514	1671597 06/10/2021	27.03	AP2106	
Novack, Karen	Intramural Cooking	10E040 1110 4100 04 000000	210514-C	1671597 06/10/2021	62.43	AP2106	
Novack, Karen	Guitar Manuals	10E040 1110 4100 04 000000	210514-A	1671597 06/10/2021	24.00	AP2106	
Novack, Karen	Staff Reimbursement - 7/8 Grd	10E040 1110 4100 04 000000	210514-B	1671597 06/10/2021	129.53	AP2106	
Office Depot	General Music Curriculum	10E010 2330 4100 12 000000	1748771370	1671598 06/10/2021	56.15	AP2106	
Office Depot	Supplies - Curr Dept	10E010 2330 4100 14 000000	1748989410	1671598 06/10/2021	5.49	AP2106	
Office Depot	Supplies - Curr Dept	10E010 2320 4100 12 000000	1709181300	1671598 06/10/2021	23.18	AP2106	
Office Depot	Supplies - Supt Ofc	10E010 2320 4100 12 000000	1732680030	1671598 06/10/2021	11.59	AP2106	
Office Depot	Supplies - Supt Ofc	10E050 1110 4100 05 000000	1693330240	1671598 06/10/2021	32.76	AP2106	
Office Depot	Supplies - ESL Dept	10E010 1800 4100 34 330500	1718367900	1671598 06/10/2021	14.96	AP2106	
Office Depot	Supplies - ESL Dept	10E010 3000 4100 47 490921	1687885270	1671598 06/10/2021	54.36	AP2106	
Office Depot	Supplies - WV	10E050 1110 4100 05 000000	1689863010	1671598 06/10/2021	8.98	AP2106	
Office Depot	Supplies - DO	10E010 2520 4100 13 000000	1612970840	1671598 06/10/2021	76.56	AP2106	
Office Depot	Supplies - WV	10E050 1110 4100 05 000000	1689847220	1671598 06/10/2021	34.78	AP2106	
Office Depot	Supplies - WV	10E050 1110 4100 05 000000	1689863010	1671598 06/10/2021	21.30	AP2106	
Perkins, Julia	Student Reimbursement -	10E040 1994 0000 00 000000	210525	1671599 06/10/2021	15.00	AP2106	
ProvenIT	Overpayment on Graduation	10E010 2570 3250 13 000000	796547	1671601 06/10/2021	19.23	AP2106	
ProvenIT	Copier Service	10E020 2570 3250 02 000000	796547	1671601 06/10/2021	198.73	AP2106	
ProvenIT	Copier Service	10E030 2570 3250 03 000000	796547	1671601 06/10/2021	111.55	AP2106	
ProvenIT	Copier Service	10E040 2570 3250 04 000000	796547	1671601 06/10/2021	87.45	AP2106	
ProvenIT	Copier Service	10E050 2570 3250 05 000000	796547	1671601 06/10/2021	118.84	AP2106	
ProvenIT	Copier Service	10E060 2570 3250 06 000000	796547	1671601 06/10/2021	164.87	AP2106	
ProvenIT	Copier Service	10E080 2570 3250 08 000000	796547	1671601 06/10/2021	128.74	AP2106	
ProvenIT	Copier Service	10E100 2570 3250 10 000000	796547	1671601 06/10/2021	194.26	AP2106	
ProvenIT	Copier Service	10E070 2570 3250 07 000000	796547	1671601 06/10/2021	1.42	AP2106	
Quill Corporation	Supplies - Supt Ofc	10E010 2520 4100 13 000000	15461711	1671602 06/10/2021	61.58	AP2106	
Riggs Therapy & Reh	Outplaced Therapy	10E010 3700 3100 48 462000	2021-018	1671603 06/10/2021	1,500.00	AP2106	

VENDOR	INVOICE DESCRIPTION	ACCOUNT NUMBER		INVOICE NUMBER	CHECK CHECK NUMBER DATE		AMOUNT		BATCH	TOTAL
		NUMBER	NUMBER		NUMBER	DATE	NUMBER	NUMBER		
Riggs Therapy & Reh	Outplaced Therapy	10E010	3700 3100 48 462000	2021-019	1671603	06/10/2021	1,500.00	AP2106		
Riggs Therapy & Reh	Outplaced Therapy	10E010	3700 3100 48 462000	2021-016	1671603	06/10/2021	1,500.00	AP2106		
Riggs Therapy & Reh	Outplaced Therapy	10E010	3700 3100 48 462000	2021-017	1671603	06/10/2021	1,500.00	AP2106		
Rodriguez, Ana	Student Reimbursement - Lunch	10R000	1611 0000 00 000000	210524	1671604	06/10/2021	58.10	AP2106		
Scholastic Inc	Summer Materials - GR 3	10E010	1800 4100 47 490900	29614509	1671605	06/10/2021	56.90	AP2106		
Scholastic Inc	Summer Materials - GR 3	10E010	1800 4100 47 490900	29375164	1671605	06/10/2021	179.63	AP2106		
Skyward	Skyward E-Sig Invoice	10E010	2520 3100 17 000000	212137	1671606	06/10/2021	280.00	AP2106		
Skyward User's Group	User Group Annual Dues through June 2022	10E010	2520 6400 17 000000	05122021	1671607	06/10/2021	300.00	AP2106		
Soliant Health	Outplaced Tuition	10E010	2190 3100 15 000000	20151478	1671608	06/10/2021	2,775.00	AP2106		
Soliant Health	Outplaced Tuition	10E010	1200 3100 15 000000	20151478	1671608	06/10/2021	4,523.50	AP2106		
Soliant Health	Outplaced Tuition	10E010	2150 3100 15 000000	20151478	1671608	06/10/2021	289.28	AP2106		
Soliant Health	Outplaced Tuition	10E010	2190 3100 15 000000	20161603	1671608	06/10/2021	2,812.50	AP2106		
Soliant Health	Outplaced Tuition	10E010	1200 3100 15 000000	20161603	1671608	06/10/2021	4,523.50	AP2106		
Special Edu. Dist. 0	2020-2021 Tuition Summary for May	10E010	1912 6700 15 000000	05062021	1671609	06/10/2021	96,030.65	AP2106		
Spectrum Center, Inc	Outplaced Tuition	10E010	1912 6700 15 000000	3495850	1671610	06/10/2021	8,900.32	AP2106		
Spectrum Center, Inc	Outplaced Tuition	10E010	1912 6700 15 000000	3495851	1671610	06/10/2021	5,604.94	AP2106		
Spectrum Center, Inc	Outplaced Tuition	10E010	1912 6700 15 000000	3495849	1671610	06/10/2021	8,900.32	AP2106		
Spectrum Center, Inc	Outplaced Tuition	10E010	1912 6700 15 000000	3495852	1671610	06/10/2021	5,604.94	AP2106		
Streamwood Behaviora	Hospital Tutoring Services	10E010	1912 6700 15 000000	14267	1671611	06/10/2021	210.00	AP2106		
Teaching Strategies, Resource Supplies	Resource Supplies	10E010	1225 4100 46 460000	INV121914	1671612	06/10/2021	18,000.00	AP2106		
Technology Resource	USB-C Power Adapters	10E010	2660 4100 16 000000	33086	1671613	06/10/2021	2,500.00	AP2106		
Unemployment Consult	Services for June 2021 thru May 2022	10E010	2520 3100 17 000000	20210517	1671614	06/10/2021	1,400.00	AP2106		
UPS	Shipment for Repairs	10E010	2520 3400 17 000000	00008AF433	1671615	06/10/2021	22.32	AP2106		
Vickers, Toshiko	Japanese Translation	10E010	1800 3100 13 000000	210517	1671616	06/10/2021	862.50	AP2106		
Vickers, Toshiko	Japanese Translation	10E010	1800 3100 13 000000	210507	1671616	06/10/2021	720.00	AP2106		
Village Of Grayslake	Water Bill - GMS	20E040	2540 3700 21 000000	210501-D	1671617	06/10/2021	350.80	AP2106		
Village Of Grayslake	Water Bill - ISC	20E070	2540 3700 21 000000	210501-C	1671617	06/10/2021	17.54	AP2106		
Village Of Grayslake	Water Bill - DO	20E010	2540 3700 21 000000	210501-B	1671617	06/10/2021	35.08	AP2106		
Village Of Grayslake	Water Bill - FS	20E080	2540 3700 21 000000	210501-A	1671617	06/10/2021	491.12	AP2106		
Village Of Grayslake	Water Bill - MV	20E060	2540 3700 21 000000	210501-E	1671617	06/10/2021	333.26	AP2106		
Village Of Round Lak	Water & Sewer Bill - AV	20E030	2540 3700 21 000000	210329-C	1671618	06/10/2021	21.00	AP2106		
Village Of Round Lak	Water & Sewer Bill - AV	20E030	2540 3700 21 000000	210329-B	1671618	06/10/2021	2,044.70	AP2106		
Village Of Round Lak	Water & Sewer Bill - AV	20E030	2540 3700 21 000000	210329-A	1671618	06/10/2021	81.50	AP2106		
Village Of Round Lak	Water & Sewer Bill	20E010	2540 3700 21 000000	210329	1671618	06/10/2021	93.60	AP2106		
Waste Management	Dumpster Service	20E010	2540 3210 21 000000	6833185-20	1671619	06/10/2021	1,653.50	AP2106		
WEX Bank	Fuel	20E010	2540 4640 21 000000	71604257	1671620	06/10/2021	1,443.01	AP2106		

VENDOR	INVOICE		ACCOUNT		INVOICE		CHECK CHECK		BATCH	
	DESCRIPTION	NUMBER	NUMBER	NUMBER	NUMBER	DATE	AMOUNT	NUMBER	TOTAL	
World Outside My Sho	Student Presentations	10E100 1110 3105 10 000000	744	1671621	06/10/2021	400.00	AP2106			

Totals for checks 403,434.45

FUND SUMMARY

<u>FUND DESCRIPTION</u>	<u>BALANCE SHEET</u>	<u>REVENUE</u>	<u>EXPENSE</u>	<u>TOTAL</u>
10 Education Fund	0.00	171.70	357,809.66	357,981.36
20 Operations/Maintenance Fund	0.00	0.00	28,543.09	28,543.09
40 Transportation Fund	0.00	0.00	16,910.00	16,910.00
*** Fund Summary Totals ***	0.00	171.70	403,262.75	403,434.45

***** End of report *****

VENDOR	INVOICE DESCRIPTION	ACCOUNT		INVOICE		CHECK CHECK		TOTAL
		NUMBER	NUMBER	NUMBER	DATE	NUMBER	AMOUNT	
Awards & Engraving	Plaques	11E060	1999 6990 00 091060	18168		19218	06/10/2021	42.00
Herff Jones	Gap & Gowns	11E100	1999 6990 00 440100	210502		19219	06/10/2021	1,833.91
Totals for checks								1,875.91

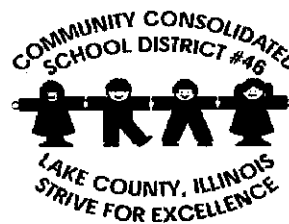
FUND SUMMARY

FUND DESCRIPTION	BALANCE SHEET	REVENUE	EXPENSE	TOTAL
11 Student Activity Fund	0.00	0.00	1,875.91	1,875.91
*** Fund Summary Totals ***	0.00	0.00	1,875.91	1,875.91

***** End of report *****

Action Items

Community Consolidated School District 46



565 Frederick Road • Grayslake • Illinois • 60030 (847) 223-3650 FAX (847) 223-3695

To: Board of Education, Dr. Lynn Glickman
 From: Chris Wildman, Assistant Superintendent of Finance
 Date: June 9, 2021
 Memo: Resolution to Establish a Fiscal Year and Authorize the Development of 2022 Fiscal Year Budget

Background

The Illinois School Code (105 ILCS 5/17-1) specifies the steps that must be taken by the Board of Education to establish a legal budget for the upcoming school year. At this point in time, the Board of Education must pass a resolution directing the administration to prepare the budget for the next fiscal year and to establish the fiscal year.

Administrative Considerations

The budget calendar is listed below indicating key due dates for the Board of Education as it relates to the establishment of the annual financial budget.

**CCSD46
2021-2022 Budget Calendar
As of June 9, 2021**

Date	Description
June 9, 2021	Approve Resolution to Establish a Fiscal Year and Prepare the Budget (105 ILCS 5/17-1)
July 1, 2021	Beginning of Fiscal Year
July 7, 2021	Review and Approval of FY 2022 Tentative Budget and; Board approve to publish a Legal Notice for Public Hearing of FY2022 Tentative Budget and to make the Tentative Budget available for Public Inspection at least 30 days prior to the Public Hearing on the budget- August 11, 2021, Daily Herald
August 11, 2021- September 22, 2021	FY 2022 Tentative Budget available for public inspection
September 22, 2021	Public Hearing and Adoption of FY 2022 Final Budget Develop the 2021 Tax Levy Timeline

September 30, 2021	File Final 2022 Budget with Lake County Clerk by September 30, 2022
October 20, 2021	Tentative 2020 Levy discussion and approval by the Board for Publishing and Public Hearing with the Estimate Aggregate 2020 Tax Levy Extension
November 3, 2021	Approve Resolution to Authorize Public Notice of and hold a Public Hearing on the Intent to Adopt an Aggregate Levy in 2020 greater than 105% of the 2019 levy extension per the Truth in Taxation Law (35 ILCS 200/18-70)
November 3, 2021	Audit Presentation
November 4, 2021- November 17, 2021	Publish Notice of Proposed Property Tax Increase not more than 14 days nor less than 7 days prior to the date of the public hearing (35 ILCS 200/18-80)
November 17, 2021	Review, Public Hearing & Adoption of the Tax 2021 Levy
December 8, 2021	Review of 2022-23 Student Fees
January 12, 2022	Adopt 2022-23 Student Fees
January- March	<ul style="list-style-type: none"> •Financial Projections •Review of 2022-23 Budget Parameters •Enrollment Projections •Analyze short-term and long-term student class and needs •Analyze Staffing needs •Capital Plan and Projected Financial Impact •Technology Plans •Administrative Budget Meetings •Discuss Staffing Plan •Presentation/Approval of any RIF Plan, if necessary
April 13, 2022	Review and Approve amending FY 2021 Final Budget, and Board approve to publish a Legal Notice for Public Hearing of Amended FY 2021 budget and to make the Amended FY 2021 Budget available for Public Inspection at least 30 days prior to the Public Hearing on the budget- Daily Herald
April 14, 2022-May 18, 2022	FY 2021 Amended Budget available for public inspection, if necessary
May 18, 2022	Public Hearing and Adoption of the Amended FY 2022 Final

	Budget, if necessary
May 18, 2022	Present and discuss Preliminary Budget for FY 2023
June 1, 2022	FY 2023 Tentative Budget
June 15, 2022	Review and Approval of FY 2023 Tentative Budget and; Board approve to publish a Legal Notice for Public Hearing of FY2023 Tentative Budget and to make the Tentative Budget available for Public Inspection at least 30 days prior to the Public Hearing on the budget- July 2022 Daily Herald

At this time, the Board is to consider approving the attached resolution establishing the fiscal year and directing the Superintendent or designee to prepare the budget for the 2021-2022 fiscal year budget.

District Goal

This action is responsive to District Goal #3- Finance:

Review, expand, and clarify financial practices to increase transparency and communication, with a focus on aligning financial decision making to district goals.

Recommendation

It is recommended the Board of Education approve the resolution to establish the fiscal year and designate the Superintendent or designee to prepare the 2021-2022 Annual Budget in Tentative form.

BOARD ACTION

Be it resolved the Board of Education approves the resolution to establish the 2021-2022 fiscal year and designates the Superintendent or designee to prepare the 2021-2022 Budget.

Community Consolidated School District 46

RESOLUTION

WHEREAS, Pursuant to Article 17 of the School Code of the State of Illinois, it is required that an annual budget in tentative form for Community Consolidated School District 46 be prepared by an individual designated by this Board of Education for the fiscal year commencing July 1, 2021, and ending June 30, 2022.

NOW THEREFORE BE IT RESOLVED, by the Board of Education of Community Consolidated School District 46 in the County of Lake, State of Illinois, that the fiscal year be established as commencing July 1, 2021, and ending June 30, 2022.

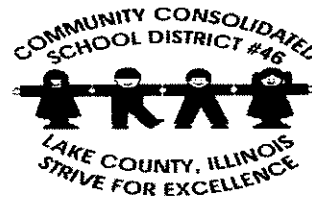
BE IT FURTHER RESOLVED, by the Board of Education of Community Consolidated School District 46 in the County of Lake, State of Illinois, that the Superintendent of Schools, is hereby appointed to prepare a Tentative Budget for said school district for the fiscal year beginning July 1, 2021 and ending June 30, 2022, and said Tentative Budget shall be filed with the secretary of this Board of Education in accordance with the Illinois Program Accounting Manual for Local Education Agencies - Circular Series No. A-358 - issued by the Illinois State Board of Education.

President

Secretary

Dated: _____

Community Consolidated School District 46



565 Frederick Road • Grayslake • Illinois • 60030 (847) 223-3650 FAX (847) 223-3695

To: Board of Education, Dr. Lynn Glickman
From: Chris Wildman, CPA SFO, Assistant Superintendent for Finance/CSBO
Date: June 9, 2021
Memo: CLIC Workers' Compensation Renewal

Background

CCSD 46 participates in the Collective Liability Insurance Cooperative (CLIC), along with 147 other school districts, for the purpose of obtaining workers' compensation coverage in a cost efficient manner. CLIC, through a competitive renewal process, has obtained the attached renewal rates.

Administrative Considerations

I have included the executive summary from the renewal for details regarding market conditions, cost containment changes and other factors impacting renewals. There are 3 components that comprise our renewal, a premium charge based on anticipated payrolls and district experience, fixed cost for management, and variable cost to fund the loss fund. With a total premium of \$188,784, our renewal reflects an increase of 2.04%, or \$3,771.

District Goal

This action is responsive to District Goal #3- Finance:

Review, expand, and clarify financial practices to increase transparency and communication, with a focus on aligning financial decision making to district goals.

Recommendation

The administration recommends the renewal be presented to the Board of Education for approval at the June 9, 2020 Board meeting.

BOARD RECOMMENDATION

BE IT RESOLVED: The CCSD 46 Board of Education approves the CLIC Workers' Compensation Renewal.

Executive Summary

As the CLIC Workers Compensation program begins its 21st year of service to Illinois school districts, we would like to thank all of you for allowing us to be of service to you and your districts.

During the past year, all of us had to deal with the COVID-19 virus. While the school district book of business did not see many COVID-19 Workers' Compensation claims, other classes of business such as police, fire and first responders were not as lucky. These classes of business and others saw many claims filed with the Workers' Compensation carriers. This has put a strain on those carrier's results and we are beginning to see carriers increase rates and retentions.

After many years of payroll rate reductions in the State of Illinois, the National Council on Compensation Insurance has raised the State of Illinois payroll rates on average by 2.2% for 2021.

Since CLIC moved to a dedicated claims service team seven years ago with Sedgwick Claims Management Services, it has accomplished a number of achievements on behalf of the CLIC membership. A few of those achievements are as follows:

- CLIC continues to improve their actuarial results for the CLIC Workers' Compensation Reserve Analysis. As of December 31, 2020, the actuarial reserves have decreased by \$1.8 million for the 2019/2020 year and \$1.4 million for the current 2020/2021 period.
- As of December 31, 2020, CLIC's estimated surplus for the Workers' Compensation program stands at \$19,538,606.
- The utilization of the Company Nurse mobile application has continued to be a huge benefit for our members. It allows our injured employees to communicate with Company Nurse via text. It give those employees immediate self-care advice.
- During the 2020/2021 policy term, CLIC returned surplus to 12 out of 15 members who were in the High/Low supplemental program and had a 100% or higher 5-year loss ratio. This program was introduced on July 1, 2017.
- CLIC continues to cap a member's claims at \$200,000 per individual claim. This protects our members who happen to have the unfortunate experience of a claim for a severely injured employee.

Due to market conditions, for CLIC's 2021/2022 renewal we approached two other carriers aside from the incumbent for quotations. We received from the carriers six options to consider. One carrier could not compete with our current carrier from a premium and loss fund standpoint. In spite of the NCCI rates increasing by an average of 2.2% and CLIC's payrolls for 2021/2022 increased by 1.6%, it is our

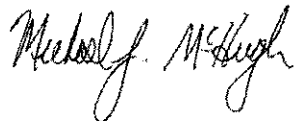


recommendation that we renew our coverage with our incumbent insurer partner, Safety National Casualty Corporation. Safety National offered very competitive renewal terms for both the premium and loss fund. In addition, Safety will again be providing CLIC with a \$25,000 Safety Grant for loss control/Workers Compensation services.

CLIC's Workers' Compensation program continues to offer numerous Risk Management tools/resources to help districts in reducing losses. If a member can control their claims by being an active participant in loss prevention, in the long run they will see their program costs stabilize and in many cases their costs decrease.

On behalf of our Gallagher CLIC team, we would like to thank you and your staff for your support and cooperation, especially during this past year of COVID-19.

Yours truly,

Handwritten signature of Michael J. McHugh in black ink.

Michael J. McHugh
Area Senior Executive Vice President

Handwritten signature of Byron Given in black ink.

Byron Given
Area Vice President

Handwritten signature of Tyler MacKenzie in black ink.

Tyler MacKenzie
Account Executive – Key Accounts



COLLECTIVE LIABILITY INSURANCE COOPERATIVE
2021-2022 WORKERS' COMPENSATION PROGRAM COST COMPARISON

District: GRAYSLAKE SCHOOL DISTRICT #46

Payroll Information	2020-2021 Expiring	2021-2022 Proposed	% Change
7380 – Drivers	\$0	\$0	
8868 – Teachers/Professionals	\$27,447,270	\$28,485,121	
9082 – Cafeteria	\$0	\$0	
9101 – Maintenance/All Other	\$890,812	\$949,442	
Total Estimated Payroll	\$28,338,082	\$29,434,563	3.87%
Experience Modification Factor	1.08	0.99	-8.33%
Modified Premium	\$115,982	\$117,781	1.55%

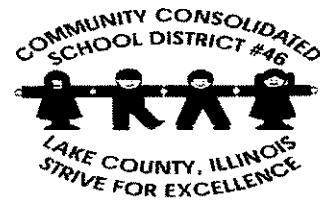
Fixed Costs	2020-2021 Expiring	2021-2022 Proposed	% Change
Workers' Compensation Premium	\$6,166	\$5,429	
AJG Co. Administration Fee	\$6,342	\$6,469	
Sedgwick Claims Administration Fee	\$5,063	\$5,143	
Sedgwick Loss Control Fee	\$950	\$960	
Total Fixed Costs	\$18,521	\$18,001	-2.80%

Variable Costs/Loss Fund	2020-2021 Expiring	2021-2022 Proposed	% Change
Loss Fund – Initial 100%	\$133,193	\$136,626	
Actuarial Debit/Credit	25.0%	25.0%	
Loss Fund – 100% with Actuarial Debit/Credit	\$166,492	\$170,783	
High/Low Plan 10% Supplemental Loss Fund Contribution, if applicable	\$0	\$0	
Total Loss Fund w/Debit/Credit and High/Low	\$166,492	\$170,783	2.58%

TOTAL WORKERS COMPENSATION PROGRAM COSTS Expiring vs Proposed Renewal	\$185,013	\$188,784	2.04%
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TOTAL WORKERS COMPENSATION PROGRAM COSTS Total Due for July 1, 2021-2022	\$188,784
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Community Consolidated School District 46



565 Frederick Road • Grayslake • Illinois • 60030 (847) 223-3650 FAX (847) 223-3695

To: Board of Education, Dr. Lynn Glickman
From: Chris Wildman, CPA SFO, Assistant Superintendent for Finance/CSBO
Date: June 9, 2021
Memo: CLIC Property / Casualty Insurance Renewal

Background

CCSD 46 participates in the Collective Liability Insurance Cooperative (CLIC), along with 147 other school districts, for the purpose of obtaining property, liability and automotive coverage in a cost efficient manner. CLIC, through a competitive renewal process has obtained the attached renewal rates.

Administrative Considerations

I have also attached the executive summary from the property/casualty and student accident renewal which provides further details regarding market conditions, claims histories, and cost control methods. The district has been a member of the cooperative for several years and we continue to believe this allows us to receive broader coverage with better limits than we normally would be able to acquire on our own.

The property/casualty insurance marketplace continues to harden and become less favorable, specifically for Cyber Liability / Identity Theft coverage. The attached property / casualty and student accident premium renewal of \$203,004 represents a premium increase of 8.80%, or \$16,425. Additionally through CLIC, we join approximately 81 school districts for a fiduciary liability policy with a one year policy term at the rate of \$2,150 annually (\$100 increase from prior 2020-21 premium).

District Goal

This action is responsive to District Goal #3- Finance:

Review, expand, and clarify financial practices to increase transparency and communication, with a focus on aligning financial decision making to district goals.

Recommendation

The administration recommends the renewal be presented to the Board of Education for approval at the June 9, 2021 Board meeting.

BOARD RECOMMENDATION

BE IT RESOLVED: The CCSD 46 Board of Education approves the CLIC Property / Casualty Insurance Renewal.

**COLLECTIVE LIABILITY INSURANCE COOPERATIVE
2021-2022 PROPERTY/CASUALTY
PROGRAM COST COMPARISON**

District: Grayslake School District #46

Fixed Costs	2020-2021 Expiring	2021-2022 Proposed
Package (includes General Liability, Auto Liability, Garage Liability, Police Professional/Security Guards, Bullying and Crime)	\$6,587	\$7,126
Property (including Auto Physical Damage) \$625,000,000 Limit	\$37,693	\$40,678
Boiler & Machinery	\$3,764	\$3,952
School Board Legal Liability - \$40,000 Deductible	\$10,705	\$12,155
Excess Liability \$36M xs \$1M Limit	\$13,069	\$15,869
Student Accident – Mandatory	\$16,865	\$15,390
Student Accident – Catastrophic	\$3,922	\$3,800
Pollution Liability	\$2,453	\$2,627
Cyber Liability/Identity Theft - \$2,000,000 Limit/\$50,000 Deductible	\$6,879	\$21,203
Crisis Protect	\$1,755	\$1,735
Arthur J. Gallagher Risk Management Services Fee	\$3,649	\$3,722
Gallagher Bassett Services Claims Administration Fee	\$2,685	\$2,521
Gallagher Bassett Services Loss Control Fee	\$995	\$995
CLIC Program Management Operating Fee ⁽¹⁾	N/A	N/A
Total Fixed Costs	\$111,020	\$131,775
% of Change		18.70%

Variable Costs	2020-2021 Expiring	2021-2022 Proposed
Loss Fund – Package (includes actuarial debit/credit) ⁽²⁾	\$67,022	\$60,823
Actuarial Debit/Credit – Package	-5.7%	-15.3%
Loss Fund – School Board Legal Liability (includes actuarial debit/credit) ⁽²⁾	\$8,537	\$10,406
Actuarial Debit/Credit – School Board Legal Liability	-13.0%	-10.0%
Total Program Contribution on a Maximum Cost Basis	\$186,579	\$203,004
% of Change		8.80%

Total Program Costs Due for July 1, 2021-2022	\$203,004
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Statistical Information	2020-2021 Expiring	2021-2022 Proposed	% Change
Total Insurable Values (Includes Vehicles)	\$204,851,413	\$208,604,220	1.83%
Students	3,922	3,800	-3.11%
Vehicles	12	12	0.00%

⁽¹⁾ The CLIC Property/Casualty Program Management Operating Fee is allocated to each member by the CLIC treasurer. This fee is solely used to pay for those expenses such as the Treasurer Services, Legal Services, Publication of Safe Schools Newsletter, Appraisal Cost, Audit Expenses, D&O Insurance, Actuarial Expenses and Meeting Expenses that are needed to operate the pools operations. In the past, the cooperative has utilized loss fund interest earnings to pay for those expenses. Due to the lack of interest income to cover the cooperatives expenses, a slight fee must be allocated to each member. The CLIC Executive Committee concurred that beginning with the 2014/2015 renewal a Program Management Operating Fee will be instituted only on the Property/Casualty Program. The fee will be based upon the minimum fee of \$552 per district with a rate per student charge. The maximum amount a member district could pay is \$5,980. For Fiscal Year 2021-2022, the CLIC Executive Committee has elected to continue the suspension of this charge per the treasurer's recommendation due to sufficient interest earnings to cover these costs.

⁽²⁾ Actuarial Debit/Credit is provided by independent audit firm Milliman, Inc. based on each district's loss experience for the past 5 years, not including the current year.

COLLECTIVE LIABILITY INSURANCE COOPERATIVE
2021-2022 FIDUCIARY LIABILITY COST COMPARISON

District: Grayslake School District #46

LINE OF COVERAGE	COMPANY	2020-2021 EXPIRING PREMIUM	2021-2022 RENEWAL PREMIUM	% Change
Fiduciary Liability	Federal Insurance Company (Chubb)	\$2,050 Each Member	\$2,150 Each Member	4.88%

TOTAL FIDUCIARY LIABILITY PROGRAM COSTS DUE for July 1, 2021-2022	\$2,150
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Executive Summary

Property/Casualty

As I sit down to write this 2021/2022 Executive Summary, it is hard to believe that we have approached the one-year anniversary of the COVID-19 virus. I think back to last year at this time when the immediate “stay at home” and Governor’s order for remote learning was put in place. I think about all of the various information we received from the CDC/John Hopkins University/Gallagher Bassett Services on COVID and distributed to our members this past year.

I would be remissed to not make note that over 600,000 people in our country lost their lives to this indiscriminating virus. If you or your family lost a family member or contracted this virus during the past year, our thoughts and well wishes go out to all of you. It is our hope that we never have to live through another pandemic in our lifetime.

Fast forward to late March 2021 and things are changing for the positive daily. We have a vaccine that is available and many of you have taken advantage of that vaccine. Many of our schools are finally coming off all remote or hybrid learning, to being fully back to in person learning. Our students are finally getting the opportunity to participate in sports and attempt to get back to some form of normalcy. Finally, our city and suburbs are slowly starting to come back to life. We see stores and restaurants starting to open up and it seems weekly we are improving our state positivity rate from the virus.

On July 1, 2021, CLIC will begin its 39th year of service to Illinois public school districts. We are truly honored to have the opportunity to be of service to all of you.

As discussed at our virtual CLIC Mid-Year meeting in December, the state of the insurance marketplace continues to be difficult. We continue to see significant rate increases on lines such as Property, Professional Liability (School Board Legal), and now Cyber Liability has exploded with numerous claims attributed to many people working from home.

There are three factors that contribute to carriers continuing to recalibrate. These factors are as follows:

1. There has been a substantial increase in the number of large weather related loss events
2. Interest rates remain near historical lows
3. The industry continues to see increasing loss trends with liability coverages

These factors mean that insurance carriers and underwriters need to make a profit from underwriting as opposed to relying on investment income. Carriers remain intensely focused on underwriting discipline, ensuring they get the correct information from risks which will enable those carriers to secure the right terms and pricing on certain lines of coverage that historically have not performed from an underwriting standpoint.

The pace of changes in the property marketplace continues to accelerate. Carriers are saying this is the most dynamic property marketplace since 2001. Loss trends have continued to outpace pricing models and as a result, we have seen underwriters accelerate pricing increases.

Not only are property carriers increasing prices, they also are making changes in coverage terms and conditions. These changes are increasing deductibles, shrinking sub-limits and requiring additional COPE information.

According to the National Oceanic and Atmospheric Administration, the 2020 season saw 30 named storms. Hurricanes were not the only weather related events causing havoc in the marketplace. In the Midwest, we saw a Derecho weather event that brought straight-line wind speeds in excess of 100 MPH. One town in Iowa incurred in excess of \$200 million in damage. This has caused many carriers to reevaluate and make changes to their convective storm modeling and their rates for wind & hail exposures.

The casualty marketplace continues to see the effects of "Social Inflation". The frequency of large judgements increases in litigation financing and an empowered plaintiff has continued to challenge the industry. On the Auto Liability, losses continue to rise as new technologies make vehicles more expensive to repair. This is causing carriers to raise rates despite a drop in claim frequency due to the COVID-19 pandemic.

"Social Inflation" is also affecting the Umbrella/Excess Liability market. Carriers are restricting the amount of limit they are willing to put forth. What this means to us is that many times we need to involve substantially more carriers and often more premium to achieve the same limits as expiring. The carriers are also adding exclusions, including sexual abuse and misconduct claims (SAM), traumatic brain injury (TBI), opioids, cannabis and on-premises violent acts. What that means for schools is that insurers continue to push for rate increases, reduced limits and coverage restrictions.

In regards to our Package renewal, our total insurable values increased by 2.4% and our vehicle exposures increased by just under a percent. The renewal terms offered by CLIC's primary Liability and Crime reinsurer, Great American Insurance Company, are very competitive in this marketplace.

Last year, due to market conditions, we did an extensive marketing of the Excess Property line of coverage. We submitted bid specifications to over 25 alternative carriers. Based on the market results, Travelers Insurance Company provided coverage at a rate below 0.02, or 2 cents. For this year's renewal, in spite of our Property exposure increasing, we were able to negotiate a very competitive renewal rate with Travelers. The 21/22 renewal rate will still be under a 2-cent rate. This is a very competitive rate in this marketplace. We are very pleased with the renewal rates we secured in spite of the continuing hardening marketplace conditions.

As we approach the two-year anniversary of the School Board Legal panel reboot, the results continue to show very favorable results. Through 20 months, our School Board Legal TPA has informed us that the average legal costs on a file have decreased by close to 50%. During the fall of 2021 CLIC will embark upon another 2.0 Legal Review with QBE and Summit Risk teams. Even with the reboot, School Board Legal Liability claims from the period 7/1/2015 to 7/1/2018 continue to mature and the settlements rise as the files begin to closeout.

A point of concern for the School Board Legal Liability carriers deals with Special Education. Carriers are concerned that as our society continues to recover from COVID-19 and the children go back to school full time, that later in the year as school access student achievement, or lack of during this past year, carriers will begin to see an influx of "failure to educate" claims. All School Board Legal carriers pricing models are contemplating these type of claims, which will have an effect in the carrier's renewal pricing.

Fortunately for CLIC, by being a Self-Insurance program, it allows the members to control their own destiny. If the claims are kept under control, the members keep the money and earn surplus. When looking at the School Board

Legal marketplace, the first dollar carriers are raising their minimum deductibles in excess of \$25,000 and beginning to put sub-limits on coverages. For CLIC's 2021/2022 renewal, our strategic partner QBE's actuary, based upon CLIC's losses, has raised each member's deductible by \$5,000 in each tier. This has helped keep the renewal pricing to a nominal increase and competitive.

With the rise in Ransomware attacks across the U.S., due to many people working from home, the Cyber marketplace continues to see rate increases in the range of 30% to 75%, or more. In addition, the carriers are requiring all insureds do phishing training, have some form of MFA protections in place and have records backed up and stored offsite. If a district does not wish to do the minimal carrier requirements, the carriers are going to offer less comprehensive coverages and deductibles will increase substantially. The new minimum deductible in the Cyber world begins at \$25,000. It is not uncommon to see deductibles in the \$75,000 - \$100,000 range; especially if you have had a cyber-incident or your district IT controls are not robust.

For CLIC's Cyber renewal, we submitted specifications and each district's Cyber questionnaire to the three (3) primary Public Entity Cyber insurers for pool programs. While CLIC will see a premium increase, the increase is still below what we have seen for other public school districts. In addition, CLIC will continue to have full coverage limits.

CLIC's Student Accident coverage is ending a two-year rate guarantee. We approached our strategic partner Zevitz/Amwins to secure alternative quotations in the marketplace. Amwins secured many quotations. Although a couple of carriers had a slight rate reduction, their coverages were not as comprehensive and had missing coverages that our members now have in place. Our Incumbent carrier Gerber Life gave us a rate reduction under the Mandatory coverage and increased the catastrophic coverage limit from \$5,000,000 to \$6,000,000 with no increase in rate. In addition, we were able to negotiate a two-year rate guarantee.

In regards to CLIC's ancillary lines of coverage such as Pollution Liability, Gallagher Crisis Protect, Foreign Liability and Fiduciary Liability, each of these lines are seeing competitive renewal terms from a coverage and pricing standpoint.

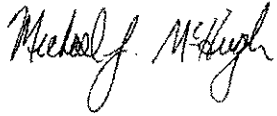
In spite of the continuing unfavorable marketplace and restrictions on certain lines of coverage, CLIC's 2021/2022 renewal pricing, coverages and limits continue to remain extremely competitive for all lines of coverage. This year we were able to negotiate rate guarantees for a few lines of coverage.

It is important for all members to remember that during times of a hardening/restrictive marketplace is why pools and cooperative purchasing were put in place. Programs like CLIC offer districts security, stability, and a level of isolation from the standard insurance marketplace. This allows our members to have their costs and coverages remain competitive, even when that would not be the case for a school district with a stand-alone insurance program.

As our society, and in particular our clients and friends such as you, begin to recover from the pandemic and begin to get back to some form of normalcy, our team at Gallagher would like to thank each of you and your district staff for your cooperation and continued support during this unprecedented year of COVID-19. CLIC continues to be one of the preeminent scholastic cooperatives in the United States. We continue to be approached by local school districts who find that the Cooperative offers competitive coverages, limits and premiums.

We value your loyalty and the relationships our team continues to develop on a daily basis with you and your staff.

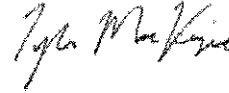
Yours truly,

A handwritten signature in black ink that reads "Michael J. McHugh".

Michael J. McHugh
Area Senior Executive Vice President

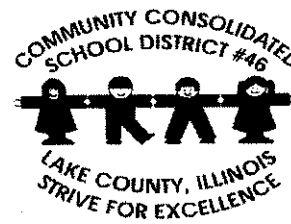
A handwritten signature in black ink that reads "Byron Given".

Byron Given
Area Senior Vice President

A handwritten signature in black ink that reads "Tyler MacKenzie".

Tyler MacKenzie
Account Executive – Key Accounts

Community Consolidated School District 46



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To: Board of Education, Dr. Lynn Glickman
 From: Chris Wildman, CPA SFO, Assistant Superintendent for Finance/CSBO
 Date: June 9, 2021
 Memo: Approval School District Depositories

Background

Board Policy 4:30 governs revenues and investments, specifically the the selection and retention of depositories, investment managers, dealers and brokers. The district's Chief School Business Official (CSBO) maintains a list of authorized institutions. The Board of Education is required to review and approve the list, at least annually.

Administrative Considerations

The district has long established banking relationships with First American Bank and the ISDLAF (Illinois School District Asset Fund), which is a local government investment pool. The ISDLAF is administered by PMA and BMO Harris Bank are the custodians of the funds. The administration is looking to add Fifth Third Bank as an investment account, to increase diversification of the district's investment portfolio.

Institution	Account #	Account Type	Purpose
First American Bank	8051476601	Merchant Account	Credit Card Transaction Account
First American Bank	8051494401	Payroll	Payroll Checks, Direct Deposit, Payroll-related payments
		Accounts Payable	Accounts Payable Checks
First American Bank	8051477401	Student Activity Account	Segregates Student Activity Dollars from General Funds
First American Bank	8051742001	Flex Checking Account	Employee Flexible Benefits/Cafeteria Plan Account
First American Bank	8051492801	Imprest Account	Segregates Imprest Dollars from General

			Funds
ISDLAF	10375-101	General Fund	Buy, Sell and Hold Investment Securities Keeps funds required to pay bills liquid but at higher yields Sweep Account for Accounts Payable/Payroll
ISDLAF	10375-102	Developer Donations	Keeps dollars required for operation liquid but at higher yield
ISDLAF	10375-207	O&M Capital Projects	Keeps dollars required for operation liquid but at higher yield
Fifth Third Bank	TBD	Investment Account	Buy, Sell and Hold Investment Securities

District Goal

This action is responsive to: District Goal #3- Finance:

Review, expand, and clarify financial practices to increase transparency and communication, with a focus on aligning financial decision making to district goals.

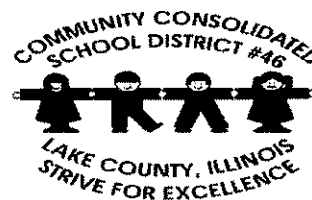
Recommendation

We recommend that the Board of Education act on the depository listing at the June 9, 2021 meeting.

BOARD RECOMMENDATION

BE IT RESOLVED: The CCSD 46 Board of Education approves the depository listing listed above for the 2021-2022 School Year.

Community Consolidated School District 46



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To: Board of Education, Dr. Lynn Glickman
From: Chris Wildman, CPA SFO, Assistant Superintendent for Finance/CSBO
Date: June 9, 2021
Memo: Approval of Vaccination Pod Expenditure

Background

A POD (Point of Dispensing) is a temporary site in the community where vaccines can be quickly administered to people in large numbers. CCSD 46 worked with other school districts in Lake County to create two Lake County PODs in order to facilitate the vaccination process for school staff. One POD was created at Round Lake High School in Round Lake Area Schools Community Unit School District 116, and the other at Stevenson High School in District 125. The PODs were very successful, vaccinating 18,000 educators who live or work in Lake County.

Administrative Considerations

Initially the estimated cost of the vaccine POD was \$1,275,000, split between Lake County school districts. The actual overall costs were \$842,175, which included medical supplies, PPE, and staffing. Individual districts in Lake County that took part in the vaccination PODs were invoiced based on their percentage of employed staff in the county. CCSD 46 employs 535 staff, which is 2.53% of the 21,168 total Lake County staff. The actual cost to us is \$21,285.

District Goal

This action is responsive to District Goal #3 Finance:

Review, expand, and clarify financial practices to increase transparency and communication, with a focus on aligning financial decision making to district goals.

Recommendation

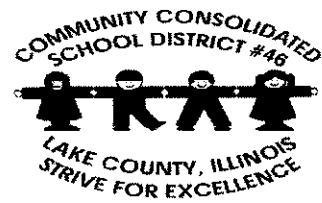
The administration recommends the expenditure to the Board of Education for approval at the June 9, 2021 Board meeting.

BOARD RECOMMENDATION

BE IT RESOLVED: The CCSD 46 Board of Education approves the Vaccine POD expenditure.

Mission: Empowering learners, creating equity, cultivating community.
Vision: CCSD 46 provides opportunities that expand learning beyond our walls so that all learners grow locally, connect globally, and excel universally.

Community Consolidated School District 46



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To: Board of Education, Dr. Lynn Glickman
From: Chris Wildman, CPA SFO, Assistant Superintendent for Finance/CSBO
Date: June 9, 2021
Memo: Approval of Intergovernmental Agreement for COVID-19 Testing Support with the University of Illinois

Background

SHIELD Illinois is a screening testing program and infrastructure that deploys the University of Illinois' innovative saliva test. The saliva test has a sensitivity of 97% and a specificity of 99%, with very few false positives. High specificity combined with frequent testing makes the SHIELD saliva-based test extremely accurate. SHIELD Illinois is seeking to partner with school districts to launch collection sites. Illinois State Board of Education (ISBE) recommends that school districts utilize available COVID-19 testing measures as part of their plan to mitigate risk factors in response to the pandemic.

Administrative Considerations

The administration is interested in collaborating with SHIELD Illinois to use their saliva-based test that is easy to administer, scalable, sensitive and specific to the virus that causes COVID-19. This is a screening test, and therefore would be administered regularly to all individuals who have not opted out of the program. Most recent recommendations are that this type of test should be administered weekly.

SHIELD Illinois shall provide the services free of charge under the terms of the intergovernmental agreement (IGA) with the Illinois Department of Public Health, as presented. The IGA also outlines the duties of both parties, including consents, performance and the term of the agreement. The IGA shall stay effective through December 31, 2021 and may be extended by mutual written agreement of all parties.

Members of the administrative team have visited other school districts to investigate the ease of the process, and have been satisfied that testing can be administered quickly. However, if there is a change to guidance and ISBE no longer recommends testing, then it is likely that CCSD 46 would not move forward with this initiative so as not to apply what would otherwise be instructional time to an unnecessary measure.

Recommendation

The administration recommends the Intergovernmental Agreement for COVID-19 Testing Support with the University of Illinois for approval at the June 9, 2021 Board meeting.

Board Recommendation

BE IT RESOLVED: The CCSD 46 Board of Education approves the Intergovernmental Agreement for COVID-19 Testing with the University of Illinois.

COVID-19 TESTING SUPPORT AGREEMENT

(PUBLIC SCHOOL DISTRICT – TIER 1 & 2 - MARCH 2021 IGA)

THIS COVID-19 TESTING SUPPORT AGREEMENT (“**Agreement**”) is made on this 9th day of June, 2021 (“**Effective Date**”), by and between CCSD 46 (“**Customer**”) and The Board of Trustees of the University of Illinois (“**University**”). Customer and University may be referred to herein individually as a “Party,” and collectively as the “Parties.”

WITNESSETH

WHEREAS, University provides coordination, logistics, order facilitation, billing, set-up help, results reporting and customer support for COVID-19 testing using University’s rapid rtPCR testing methodology (the “**U of I Test Method**”), and connects customers with testing laboratories and collection sites to simplify COVID-19 testing for workplaces, schools, universities, and other institutions;

WHEREAS, Customer desires to contract with University to facilitate access to COVID-19 testing services using the U of I Test Method for its employees, contractors, students, agents and/or others for whom Customer requires COVID-19 testing services to be performed (each, an “**End User**” and collectively, the “**End Users**”);

WHEREAS, University agrees to arrange for COVID-19 testing services using the U of I Test Method to be provided to Customer and its End Users and Customer agrees to accept such services on the terms and conditions set forth herein; and

WHEREAS, the Parties enter into this agreement pursuant to their authority under the Intergovernmental Cooperation Act, 5 ILS 220/ et seq.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows.

AGREEMENT

1. UNIVERSITY SERVICES. Throughout the term of this Agreement:

1.1. University shall use reasonable efforts to provide to Customer the services set forth in the Statement of Work attached hereto as Exhibit A (the “**Services**”). The Statement of Work will designate a primary contact for Customer who will be reasonably available to University for communications with University regarding the Services under the Statement of Work;

1.2. To provide the Services to Customer, the Parties hereto acknowledge and agree that University contracts with laboratories, software providers and additional third parties (collectively, “**Service Providers**”) to deliver to Customer specimen collection services, laboratory testing using the U of Test Method, and reporting of COVID-19 testing results using a designated software platform (the “**Results Platform**”). Provided Customer has secured Consents described in Section 2.1, University shall provide Customer with the End Users’ test results consisting of a daily “flat

file and call center report” with specified data elements. If Customer has secured the Consents, University shall provide Customer with its End Users’ test results as soon as practicable after the University’s testing laboratory receives a specimen.

1.3. Service Providers are independent contractors of University; and

1.4. University reserves the right to subcontract the performance of certain of its obligations under the Statement of Work to Service Providers and to fulfill certain of its obligations under the Statement of Work by an affiliate without prior notice to Customer.

2. **DUTIES OF CUSTOMER.** Throughout the term of this Agreement:

2.1. Customer shall be responsible for obtaining consents, including authorization and releases from End Users with respect to the release of End Users’ test results and any other data to Customer, including where applicable, necessary consent from parents or guardians for those individuals who are under the age of majority (“**Consents**”), in a form substantially similar to the document attached hereto as Exhibit B. For the avoidance of doubt, Customer hereby represents and warrants to University that, prior to University’s performance of Services, including its arranging for COVID-19 testing services to be provided to Customer’s End Users, Customer has or will have either obtained all necessary Consents for such testing, as well as all necessary Consents to release any and all test results to Customer, if University is so directed by Customer, and Customer further acknowledges and agrees that University may rely upon such representation and warranty;

2.2. Customer acknowledges that University does not control the actual performance of the Service Providers, and the Services may be delayed, frustrated, or made impossible due to circumstances that are unforeseeable or beyond the reasonable control of University, including but not limited to changes to legal requirements or guidance, availability of materials required for Services, and laboratory capacity. In such circumstances, University will inform Customer of any delays or other barriers and take commercially reasonable steps to resume delivery of the Services, including working with Customer to find an alternative Service Providers to perform the Services at no additional cost to Customer;

2.3. Customer acknowledges that that Services are provided “as-is”. Customer recognizes that there are inherent limitations to the COVID-19 testing process, including limitations of U of I Test Method, limitations due to collection methods, limitations introduced as a result of shipping or other delivery methodology, and other perhaps unforeseen limitations. Customer accepts these limitations in entering into this Agreement;

2.4. Customer agrees to use commercially reasonable efforts to cooperate with Service Providers in their performance of the Services, including following the University’s policies and procedures applicable to Customer, as may be amended from time to time (the “**University Policies and Procedures**”). University will make University Policies and Procedures available to Customer in an accessible web-based format (the “**University Portal**”) and provide accurate information in response to any questions concerning ambiguity in data provided regarding End Users. All information provided to End Users by Customer regarding the testing procedures shall be true, correct, and accurate and in compliance with the University Policies and Procedures, and

shall not be misleading or otherwise contain misrepresentations;

2.5. Customer covenants that it will not submit claims to, and will not otherwise seek reimbursement or payment from, any insurance, health plan or other commercial third party payor, or from Medicaid, Medicare, or any government payor, for any portion of the Services, whether provided by Service Providers or directly by University, unless authorized directly in writing by University; and

2.6. Customer covenants that it shall not make available or sell the U of I Test Method or University Policies or Procedures on its own to any third party and that the Services acquired herein are solely for Customer's use and not with a view to, or for resale in connection with, distribution to others at any time without the University's consent.

3. COMPENSATION.

3.1. University shall provide Services to Customer free of charge under the terms of an intergovernmental agreement ("IGA") with the Illinois Department of Public Health ("DPH") and associated work order #15000021I.

3.2. University is not obligated to provide Services in excess of those funded by the IGA.

3.3. For the avoidance of doubt, University shall be solely responsible for compensating the Service Providers.

4. TERM AND TERMINATION.

4.1. Term. The initial term of this Agreement shall be effective as of the Effective Date and terminate on December 31, 2021. This Agreement may be extended by mutual written agreement of the Parties, which is deemed granted for interval testing programs, or earlier terminated in accordance with the terms of this Agreement.

4.2. Termination. Either Party may terminate this Agreement immediately upon breach of this Agreement by the other Party if said breach is not cured within (10) days of written notice of said breach to the breaching Party. Either Party may terminate this Agreement without cause upon thirty (30) days written notice to the other Party. In the event of nonpayment of undisputed fees by Customer within the applicable payment period, University may, in its sole discretion, immediately terminate this Agreement.

4.3. Effects of Termination. Upon termination of this Agreement for any reason, with or without cause, no Party shall have any further obligation hereunder except for (i) obligations accruing prior to the date of termination, and (ii) obligations, promises or covenants contained herein which are expressly made to extend beyond the term of this Agreement. University shall be entitled to payment of all fees or charges for services provided through the date of termination.

5. LIMITATION OF LIABILITY.

5.1. EXCEPT FOR DAMAGES ARISING OUT OF A PARTY'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR FRAUD, IN NO EVENT SHALL EITHER PARTY BE RESPONSIBLE TO THE OTHER PARTY FOR ANY PUNITIVE, CONSEQUENTIAL, INCIDENTAL, SPECIAL, REMOTE, EXEMPLARY, COLLATERAL, SPECULATIVE, OR INDIRECT DAMAGES OF ANY KIND (INCLUDING ECONOMIC DAMAGES, DAMAGES ARISING OUT OF INJURY TO PERSONS OR PROPERTY, LOST PROFITS, LOST REVENUE, LOSS OF BUSINESS, OR LOSS OF OPPORTUNITY) ARISING FROM OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES PROVIDED PURSUANT TO THIS AGREEMENT OR THE BREACH OR ALLEGED BREACH HEREOF, REGARDLESS OF FAULT, REGARDLESS OF A PARTY HAVING BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND REGARDLESS OF LEGAL THEORY OR BASIS.

5.2. EXCEPT FOR THE INDEMNIFICATIONS CONTAINED HEREIN, THE TOTAL AGGREGATE LIABILITY OF EITHER PARTY FOR ANY DAMAGES OR OTHER AMOUNTS ARISING OUT OF, UNDER OR OTHERWISE IN CONNECTION WITH THIS AGREEMENT, OR THE BREACH OR ALLEGED BREACH HEREOF, SHALL NOT EXCEED FEES PAID IN CONNECTION WITH THE SERVICES UNDER WHICH SUCH LIABILITY AROSE.

5.3. EXCEPT TO THE EXTENT OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, UNIVERSITY DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE. ALL IMPLIED WARRANTIES AS TO SATISFACTORY QUALITY, PERFORMANCE, MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, AND NON-INFRINGEMENT ARE HEREBY EXPRESSLY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

5.4. THE PARTIES ACKNOWLEDGE THAT THE FEES PAYABLE HEREUNDER ARE BASED IN PART ON THE LIMITATIONS CONTAINED IN THIS SECTION 5, AND THESE LIMITATIONS WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

5.5. IN THE EVENT THAT UNIVERSITY FAILS TO MATERIALLY PERFORM ANY SERVICE IN BREACH OF THIS AGREEMENT, CUSTOMER'S SOLE AND EXCLUSIVE REMEDY SHALL BE, UPON REASONABLE NOTICE TO UNIVERSITY, AND AT CUSTOMER'S REQUEST, RE-PERFORMANCE BY UNIVERSITY OF SUCH SERVICE AS SOON AS REASONABLY PRACTICABLE AT NO ADDITIONAL COST TO CUSTOMER OR A REFUND OF PAYMENT FOR SERVICES NOT PROVIDED.

6. INDEMNIFICATION.

6.1. Indemnification Obligations. To the extent permitted by law and without waiving sovereign immunity, if applicable, Customer and University will indemnify, defend and hold the other (including such Party's officers, directors, employees, volunteers, and agents) harmless from and against any and all losses, claims, suits, damages, and liabilities from third parties based upon, arising out of or attributable to the negligent acts and or omissions of such indemnifying Party, its directors, officers, employees, volunteers and or agents and pertaining to the Services provided hereunder.

6.2. Procedures. If any claim covered by the foregoing indemnity shall be asserted against a Party, such Party shall notify the indemnifying Party promptly and tender its defense to the indemnifying Party, in which case the indemnifying Party will provide qualified attorneys,

consultants, and other appropriate professionals to represent the indemnified Party's interests at the indemnifying Party's sole expense. Notwithstanding anything herein to the contrary, should the indemnified Party choose to undertake its own defense, choosing the attorneys, consultants, and other appropriate professionals to represent its interests, the indemnified Party will be solely responsible for and pay the reasonable fees and expenses of such attorneys, consultants, and other professionals. An indemnifying Party shall not settle any action without the indemnified Party's prior written consent.

6.3. Survival. The provisions of this Section 6 shall survive any expiration or termination of this Agreement.

7. INSURANCE. Each Party, at its sole expense, shall have in effect liability insurance coverage of such types and in such amounts as are customary for a business performing the obligations of such party hereunder, including, but not limited to, commercial general liability, cyber liability insurance, workers compensation and errors and omissions coverage.

8. MISCELLANEOUS.

8.1. Confidentiality.

8.1.1. When used in this Agreement, the term "**Confidential Information**" means confidential and proprietary information disclosed by one party (the "**Disclosing Party**") to the other party (the "**Receiving Party**") in connection with performance of the Services hereunder that (a) prior to disclosure, is marked with a legend indicating its confidential status or (b) is disclosed orally or visually, if the Disclosing Party identifies such information as confidential at the time of disclosure. The U of I Test Method and the University Policies and Procedures are University Confidential Information. The term Confidential Information does not include information to the extent that it (a) is known to the Receiving Party when disclosed by the Disclosing Party and the Receiving Party does not then have a duty to maintain its confidentiality, (b) is or becomes publicly known through no act or fault of the Receiving Party, (c) is rightfully obtained by the Receiving Party from a third party who is not subject to a confidentiality obligation to the Disclosing Party, (d) is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information or (e) is required to be disclosed by law or court order, provided that the Receiving Party promptly notifies the Disclosing Party of such a lawful disclosure order to allow Disclosing Party an opportunity to intervene or challenge.

8.1.2. The Receiving Party acknowledges that, as between the Parties, the Disclosing Party is and will remain the sole owner of the Disclosing Party's Confidential Information. For a period of five (5) years after the termination or expiration of this Agreement, the Receiving Party will take reasonable precautions to protect the confidentiality of such Confidential Information, and will not disclose or use any such Confidential Information except as necessary to perform its obligations under this Agreement. If the Receiving Party is required by law or court order to disclose any of the Disclosing Party's Confidential Information, the Receiving Party may disclose such Confidential Information as so required, provided that the Receiving Party gives the Disclosing Party reasonable advance notice of the disclosure (if possible in the circumstances) and reasonably cooperates with the Disclosing Party, at the Disclosing Party's request and expense, to obtain a protective order or otherwise limit the disclosure.

8.2. Independent Relationship. It is understood that Customer and University are independent contractors engaging in the operation of their own respective businesses. Neither Party is, or is to be considered as, the agent or employee of the other Party for any purposes whatsoever.

8.3. Waiver. No waiver of any breach or failure by either Party to enforce any of the terms or conditions of the Agreement at any time, in any manner limit or waive such Party's right thereafter to enforce and to compel strict compliance with every term and condition hereof.

8.4. Severability. The invalidity or unenforceability of any covenant, agreement, term or condition of this Agreement or the application thereof to any person or circumstance shall not affect the validity, enforceability or applicability of any other provision in this Agreement. Furthermore, it is the Parties' intent that any unenforceable provision be construed and limited by any court that considers the matter so as to render it reasonable and enforceable.

8.5. Other Obligations. The Parties represent and warrant that proceeding and performing hereunder is not inconsistent with any contractual obligations it has with any third party and shall not be inconsistent with any contractual obligations it may have hereafter with any third party.

8.6. Entire Agreement; Amendment. This Agreement, together with referenced attachments, constitutes the entire Agreement between Customer and University with respect to the subject matter hereof and supersedes any prior agreements or understandings. It may be modified only in writing signed by both Parties.

8.7. Notices. All notices hereunder must be sent in writing via certified U.S. Mail services as follows:

If to University:	SHIELD Illinois 349 Henry Administration Building 506 South Wright St. Urbana, Illinois 61801
If to Customer:	CCSD 46 565 Frederick Rd. Grayslake, IL 60030

With a copy to:

8.8. Headings. The paragraph headings in this Agreement are for convenience only and shall not affect the interpretation of the Agreement.

8.9. Counterparts. This Agreement may be executed in two counterparts, each of which will be an original, and each counterpart will constitute the same Agreement.

8.10. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois, without regard to conflicts of law principles.

8.11. Assignment. Neither Party may assign any rights or delegate any duties under this Agreement without the express prior written consent of the other, except as permitted in Section 1.4. Any attempted assignment or delegation in violation of this provision shall be void and have no binding effect.

8.12. Binding Effect. This Agreement shall be binding upon and inure to the benefit of all the Parties hereto and their successors and assigns.

8.13. Force Majeure. The Parties shall be excused for failures and delays in the performance of their respective obligations under this Agreement due to any cause beyond the control and without the fault of such Party including without limitation, any government order, act of God, war terrorism, riot or insurrection, law or regulation, strike, flood, fire, explosion, pandemic, epidemic, outbreaks of infectious disease or any other public health crisis, including quarantine or other employee restrictions, or inability due to any of the aforementioned causes to obtain necessary labor, materials or facilities. This provision shall not, however release such Party from using its commercially reasonable efforts to avoid or remove such cause and such Party shall continue performance hereunder with the utmost dispatch whenever such causes are removed. Upon claiming any such excuse or delay for non-performance, such Party shall give prompt written notice thereof to the other Party, provided that failure to give prompt written notice thereof to the other Party provided that failure to give such notice shall not in any way limit the operation of this provision.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates set forth below.

CCSD 46 (Customer)

The Board of Trustees of the University of Illinois (University)

Signed: _____

Signed: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved for legal form by the Office of University Counsel, DS 03/2021

EXHIBIT A

Statement of Work

This Statement of Work (the “**SOW**”) is entered into as of the date of execution of the COVID-19 Testing Support Agreement (the “**Effective Date**”) by and between The Board of Trustees of the University of Illinois (“**University**”), individually and as agent for the Service Providers (as defined in the COVID-19 Testing Support Agreement, the “**Agreement**”), and CCSD 46 (the “**Customer**”).

Customer is contracting with University in order for University to provide the services described herein through itself and the Service Providers (including, but not limited to, laboratory, specimen collection and software providers) necessary to conduct COVID-19 testing as set forth herein.

All capitalized terms used herein without definition shall have the meaning assigned to them in the Agreement.

1. Contacts

Customer understands and agrees that University is the sole contracting party, and agrees to contact only University with questions, concerns, and/or support requests. Support requests shall be directed to:

General Support Tickets:	shieldilpartnerhelp@uillinois.edu
Patient Support (24/7):	(217) 265-6059
Test Site Support (24/7):	(217) 265-5455

The following will be the lead contact at the Customer for interfacing with University:

Name:
Title:
Email address:
Cell phone number:

2. Ordering

Customer shall order from University COVID-19 testing services to be performed by Service Providers pursuant to the then-current version of University Policies and Procedures as made available online through the University Portal. Customer shall order a minimum of [5,000] tests during the Term. Thereafter, additional tests may be ordered on a monthly basis, in advance, upon thirty (30) days’ notice to University.

3. University's Testing Support Services

University's Testing Support Services include all Services described in the University Policies and Procedures, including but not limited to the following:

- a. Any equipment required
- b. End User Consent for specimen collection and reporting results to End Users as applicable under the terms of this Agreement
- c. Laboratory analysis of specimens collected using U of I Test Method
- d. Reporting results to Customer as applicable under the terms of this Agreement
- e. Customizable communications materials in electronic format to assist Customer in explaining the test purpose, process, collection site locations, and results reporting functionality to End User
- f. Results Platform, which provides the following functionality:
 - a. collective reporting of results to Customer contact (if authorized by End User)
 - b. individual reporting of results to End Users
 - c. reporting to the relevant public health authorities
- g. Access to University Policies and Procedures

EXHIBIT B

Sample Consent to Test and Release Records

See attached.

SAMPLE CONSENT FORM FOR COVID-19 TESTING & RELEASE OF RECORDS

What is this form?

We are seeking your consent to test your child for COVID-19 infection. The _____ (“School District”) has partnered with the University of Illinois (“Testing Partner”) to test School District students, teachers, and staff members for COVID-19 infection. If you do not consent to your child being tested for COVID-19, your child will not be allowed to attend in-person programming at their school.

How often will your child be tested?

We are arranging for our Testing Partner to test the students at least [] times per [Week/Month].

What is the test?

If you consent, your child will receive a free diagnostic test for the COVID-19 virus conducted by collecting saliva (spit).

How will I know if my child tests positive?

You will receive access to your child’s test results via an online platform which we will separately send you information about in future correspondence. [School District will also receive results of your child’s test and may/will notify you separately of any positive result.]

What should I do when I receive my child’s test results?

If your child’s test results are positive, please contact your child’s doctor immediately to review the test results and discuss next steps. You may not send your child back to school without a note from your child’s doctor that indicates your child is no longer positive for the COVID-19 virus.

If your child’s test results are negative, this means that the COVID-19 virus was not detected in your child’s saliva (spit).

Tests sometimes produce incorrect negative results called “false negatives” in people who have COVID-19. If your child tests negative but has symptoms of COVID-19, or if you have concerns about your child’s exposure to COVID-19, you should call your child’s doctor.

Who will receive my child’s test results? In addition to you receiving your child’s test results, the School District and the Illinois Department of Public Health (“IDPH”) will also receive your child’s test results, consistent with IDPH guidance and the Illinois Control of Communicable Disease Code.

TO BE COMPLETED BY PARENT/GUARDIAN

<u>Parent/Guardian Information</u> All sections required – please print clearly	
Parent/Guardian Print Name:	
Parent/Guardian Home Address:	
Parent/Guardian Tel./Mobile #:	
Parent/Guardian Email Address:	
Best way to contact you:	
<u>Child/Student Information</u> All sections required – please print clearly	
Child/Student Print Name:	
Child/Student Date of Birth:	
Child/Student School:	
Child/Student Home Address:	

By signing below, I attest that:

- I have signed this form freely and voluntarily, and I am legally authorized to make decisions for the child named above.
- I consent for my child to be tested for COVID-19 infection.
- I understand that my child may be tested multiple times through the 2020-2021 school year, and that testing will occur at least [] times per [Week/Month]
- I understand that this consent form will be valid through the 2020-2021 school year, unless I notify the designated contact person from my child’s school in writing that I revoke my consent.
- [I understand that if I revoke my consent or refuse to sign this consent form, my child will be required to continue their education via remote learning.]
- I understand that my child’s test results and other information may be disclosed as permitted by law.
- I understand that if I am a student age 18 or older, or may otherwise legally consent to my own health care, reference to “my child” refer to me and I may sign this form on my own behalf.

Signature of Parent/Guardian (if child is under age 18):		Date:
Signature of Student (if age 18 or over)		Date:

Community Consolidated School District 46 Lake County, Illinois



565 Frederick Road • Grayslake • IL • 60030 • Tel: 847.223.3650 • Fax: 847.223.3695

To: Board of Education, Dr. Lynn Glickman
From: Chris Wildman, CPA SFO, Assistant Superintendent for Finance/CSBO
Date: June 9, 2021
Memo: Durham Contract Renewal for the 2021-2022 School Year

Background

Durham School Services is the student transportation provider working with the district. Contracts for transportation are subject to 105 ILCS 5/29-6.1. This allows school boards to enter into contracts for up to 3 years for transportation of pupils to and from school. Such contracts may be extended for up to 2 additional years by mutual agreement of the parties, and thereafter may be extended on a year-to-year basis by mutual agreement of the parties, however, no such contract may be extended on a year-to-year basis if a school board receives a timely request from another interested contractor that the contract be bid. The current renewal includes a 6% rate increase, the same increase as the previous year.

Administrative Considerations

The district awarded a contract with Durham School Services for the 2008-2009 school year. At the end of the 3 years plus the 2 additional years extended, the partnership was annually renewed for eight consecutive years, by mutual agreement. Durham School Services has proven to be a solid partner with the District.

The increase is driven by increased costs to staff drivers including driver wage increases, turnover, recruiting, training and advertising. Due to the global pandemic, Durham has had an unprecedented number of drivers decide to leave the industry. With pandemic unemployment benefits paying more than bus drivers, recruiting is a much greater challenge. This amounts to 4.5% of the increase. Operational increases such as rent, fixed costs, disinfecting, and PPE account for the remaining 1.5%

This trend matches what is seen throughout the area. Grayslake Community High School 127 went out to public bid and awarded a contract to Durham School Services in April, 2021. Durham School Services was the only bid received. They were awarded a 3 year contract with similar rates to our renewal.

District Goal

This action is responsive to District Goal #3- Finance:

Review, expand, and clarify financial practices to increase transparency and communication, with a focus on aligning financial decision making to district goals.

Recommendation

It is the recommendation that the Board approve a contract with Durham School Services to provide transportation for the 2021-2022 school year. The Administration this year was very pleased with Durham's willingness to renegotiate mid-cycle in 2020-2021 in light of the circumstances of the global pandemic, and appreciates the partnership they have shown. Should any further changes to the contract be deemed necessary, the Administration is confident that amendments can be made that are agreeable to both Durham School Services and the District.

BOARD RECOMMENDATION

BE IT RESOLVED: The CCSD 46 Board of Education approves the Durham Contract Renewal for the 2021-2022 School Year

Mission: Empowering learners, creating equity, cultivating community.

Vision: CCSD 46 provides opportunities that expand learning beyond our walls so that all learners grow locally, connect globally, and excel universally.

**TRANSPORTATION RATES FOR
2021-2022**

**Grayslake Elementary School District No. 46
Grayslake, IL**

Regular Education	2021-2022 Rates
AM/PM Routes (Per Bus Per Day) Non-Shared	\$277.11
Mid-Days (Per Bus Per Day) Kindergarten	\$86.53
AM or PM Routes (Per Bus Per Day) AM or PM Shared*	\$137.28
Athletic and Activity Field Trip/Charters	
Per Hour	\$39.06
Per Mile	\$1.41
Minimum Per Trip	\$73.20
Special Education	
AM/PM Routes (Per Bus Per Day)	\$277.11
Mid-Days (Per Bus Per Day)	\$86.53
Price per aide per hour	\$35.62

Grayslake Elementary School District No. 46 and Grayslake Community High School District No. 127 may share am/pm buses. The shared pricing for such routes are stated below.

DISTRICT #46

ROUTES	TIERS	SHARED PRICE/BUS/DAY
EACH AM PM ROUTE	4	\$138.56
AM ONLY ROUTES	2	\$138.56

*Shared bus pricing will be provided as outlined in bid under shared bus pricing structure provided in pricing pages as submitted with bid proposal.

Durham School Services will geographically separate the Early Childhood students for a.m. and p.m. routes in order to minimize the number of routes needed to transport the children.

The average age of buses used will be no more than twelve (12) years of age and the maximum age of buses used will be no more than twelve (12) years of age.

Should schools remain closed or transportation needs to be reduced in any way during the 2021- 2022 school year or be closed by order issued under state or federal authority, the Parties agree to renegotiate the compensation to be paid during the closure period(s).

IN WITNESS WHEREOF the parties have executed this Renewal Agreement as of the date signed below:

DURHAM SCHOOL SERVICES,L.P.

GRAYSLAKE ELEMENTARY SCHOOL
DISTRICT NO.46

By: Durham Holding II, L.L.C.,
Its general partner

By: _____

By: _____

Name: _____

Name: _____

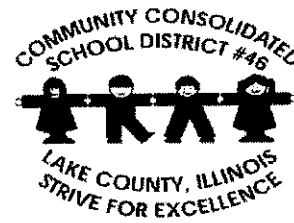
Title: _____

Title: _____

Date: _____

Date: _____

Community Consolidated School District 46



565 Frederick Road • Grayslake • Illinois • 60030 (847) 223-3650 FAX (847) 223-3695

To: Board of Education, Dr. Lynn Glickman
From: Chris Wildman, CPA SFO, Assistant Superintendent for Finance/CSBO
Date: June 9, 2021
Memo: 2021-2022 Arbor Management Contract Renewal

Background

Arbor Management, Inc, Itasca, IL, is the District food service provider. Contracts for student nutrition services fall under the guidance of the National School Lunch Program (NSLP) managed by the USDA. Under the rules of the NSLP, the District previously entered into a five-year contract; the contract is further divided into one-year increments that are renewed annually. School year 2021-2022 will be the fifth year of the contract.

Administrative Considerations

Per the NSLP bid, the annual increase in rates charged by Arbor for breakfast and lunch meals are determined by the consumer price "food away from home" index. The index for calendar year 2020 was 3.9%. The current contract in place further caps annual increases to 3%, and therefore the contract renewal reflects the 3% increase.

Reimbursable Meal Rate	Current 2020-2021	Proposed 2021-2022	Percentage Increase
Breakfast	\$1.5736	\$1.6208	3.00%
Lunch	\$2.9086	\$2.9958	3.00%
A la Carte Equivalents fee	\$2.9086	\$2.9958	3.00%
Summer Breakfast	\$1.5736	\$1.6208	3.00%

In addition to the base contract, an addendum regarding the changes to the minimum wage rates is included and subject to Board approval. The contract addendum for the 2021-2022 school year is prepared in accordance with the "Fixed Fee Allowance" per the NSLP. Arbor Management will bill the District for the minimum wage increases mandated by the State of Illinois.

Illinois Minimum Wage Rates	Increase \$	Minimum Wage Rate \$
Jul 1 - Dec 31, 2021	\$1.00	\$11.00
Jan 1 - Jun 30, 2022	\$1.00	\$12.00

The contract addendum is enclosed for Board approval.

District Goal

This action is responsive to District Goal #3- Finance:

Review, expand, and clarify financial practices to increase transparency and communication, with a focus on aligning financial decision making to district goals.

Recommendation

Arbor Management has proven to be a strong partner with the District. This has been especially evident during the global pandemic and school closures. Arbor was flexible enough to initiate the Grab & Go meal program in order to ensure that all children could receive a nutritious breakfast and lunch each day. The children in the District continue to benefit from the partnership with Arbor. The administration recommends the Board of Education approve the Arbor Management contract extension and amendment, as presented.

BOARD RECOMMENDATION

BE IT RESOLVED: The CCSD 46 Board of Education approves the 2021-2022 Arbor Management Contract Renewal



2021-2022 School Year – Economic Cost Outlook

The information presented is based on current and historical market reports as well as current legislation from the U.S. Department of Agriculture – Economic Research Service, State of Illinois Nutrition Program, Illinois Industrial Commission, Consumer Price Index, and other reporting agencies and entities both private and public. This paper is intended for Arbor Management clients only and should be considered proprietary and not for general distribution outside of the client/provider relationship.

Wages, Unemployment, Insurance and Taxes

Wages - Future employee wage increases (for employees making more than the ever increasing minimum wage) will follow COLA adjustments or new bid specifications or Union contracts. 2021-2022 will see a **3.9% increase in real payroll costs**. **Illinois Minimum wage increases will have a significant impact on wages and payroll tax costs; Jan 1, 2022 increase of \$1.00 to \$12.00. While ISBE will allow some of these increases to be billed back, insurances paid on total payroll will also increase with no chargeback allowed.**

Unemployment Insurance Costs - The Illinois Department of Employment Security imposed an unemployment insurance surcharge in 2014 (called the Fund Building Rate) to help rebuild the depleted unemployment fund in Illinois. This surcharge has never been rescinded and for 2022 will be **.425 %**.

In addition to the Fund Building Rate, a dramatic increase in the State Experience Factor was levied in 2013. While this Factor has been lowered it still adds a **.79 %** charge on top of all payroll amounts. All of these pass-through surcharges and rate increases will add an additional **1.215%** on top of the **6%** unemployment rate levied against total payroll.

We fully anticipate that the State rate will skyrocket in 2021 as well as an additional “Fund Rebuilding Rate” will commence.

Workers Compensation Insurance - The WC Insurance carrier indicated a range of **5% - 7%** increase for the 2021-2022 school year.

Health Insurance – The provider used for health insurance enacted a rate increase of **5.9%** for 2021. All plans and increased premiums started on January 1, 2021.

All of the wage, tax and insurance factors combined will potentially result in a 5.2% - 7.8% wage and taxes category increase for school year 2021-2022.

Food Cost Projection Summary

Using historical food usage numbers, the overall purchased food cost increase during the next school year is expected to be **3.5% - 4.9%**. This projection will be valid unless another catastrophic event (grain growing region droughts, California fruit/vegetable growing region disease/recall, Hurricane or freezing temperature damage to citrus in Florida or any additional geopolitical event (China food commodity import ban/sanctions/economy) happens. Each component of a school lunch is addressed in this outlook paper. Transportation costs continue to rise more than the overall CPI due to doubling of the State Gas Tax, increased license fees and tolls.

2021-2022 School Year – Economic Cost Outlook - continued

Consumer Price Index (CPI) Data for the 12 Month Period Ending December 2020

The index for **Food away from home** rose 3.9% in 2020. A sampling of the included categories show:

- Fresh Milk – up 7.7%
- Bread and bakery products – up 3% to 4.2%
- Beef products (ground and roast) – up 3.2% to 5.4%
- Pork (depending on specific product) – up 5.7% to 6.2%
- Hot Dogs and Lunchmeat – up 4.6% to 9.1%
- Chicken (fresh and frozen) – up 1.9% to 4.9%
- Cheese as a category – up 3.8%
- Fresh Vegetables - up 4.2%
- Canned Fruits – up 5%
- Juices – up 5.2%

The projection data for 2021 shows a similar range of increases as well.

USDA Commodities

The Market Basket prices for SY22 are generally flat following extreme double digit increases for the current year. The use of no less than 85% of available School District PAL dollars is mandated in Illinois (with 100% usage being the goal) and USDA commodities are the primary category for this.

USDA Diverted Commodities

The reimbursement cost of diverted commodities will change as follows:

Cheese – Natural American	- Current Cost \$1.6368/lb	SY22 Cost \$1.7956/lb	9% Increase
Cheese – Mozzarella	- Current Cost \$ 1.6629/lb	SY22 Cost \$1.8467/lb	11% Increase
Beef – Bulk	- Current Cost \$2.3287/lb	SY22 Cost \$2.6870/lb	15% Increase

These three categories make up the majority of the diverted commodities used in all NSLP accounts.

This is a proprietary report for Arbor Management clients. This report cannot be copied or distributed without authorization from Arbor Management, Inc.

March 2021

David K. Gauger
Arbor Purchasing Department

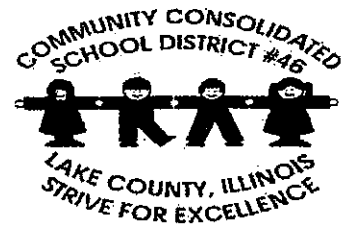
Grayslake School District 46

2021-2022 School Year

STUDENT BREAKFAST	\$1.75	SNACKS	
STUDENT LUNCH	\$2.95	CHIPS	\$1.15
SECOND BREAKFAST ENTRÉE	\$1.50	COOKIES	\$1.05
SECOND LUNCH ENTRÉE	\$2.50	ICE CREAM	\$1.35
ADULT BREAKFAST	\$2.15	POP TART	\$1.40
ADULT LUNCH	\$3.60	MUNCHIES SNACKS	\$1.35
		CHOCOLATE CUPCAKE	\$1.35
		RICE KRISPY TREAT	\$1.35
		SMALL SNACK	\$0.75
		FRESH FRUIT	0.75
BEVERAGES			
MILK	\$0.55		
WATER 16.9 oz	\$1.10		
BOTTLE JUICE	\$1.50		



Community Consolidated School District 46



565 Frederick Road • Grayslake • Illinois • 60030 (847) 223-3650 FAX (847) 223-3695

CONTRACT ADDENDUM 2021-22 School Year

In accordance with the Fixed Fee Allowance, and as agreed upon by Grayslake School District 46, Arbor Management, Inc. will bill the school district for the Minimum Wage increases mandated by the State for the current \$ 11.00 rate through December 31st and for the increase to \$ 12.00 rate effective January 1st. Arbor will bill a daily amount based on the actual number of serving days in each calendar month.

July 1 – December 31, 2021

Total Charge **\$6,165.22**

January 1 – June 30, 2022

Total Charge **\$18,461.70**

Vendor Signature

Henry Gendler

Title

Vice President of Operations

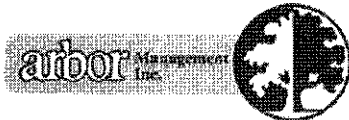
Date

4-20-2021

School District Signature

Title

Date



May 12, 2021

Chris Wildman
Chief School Business Official
Community Consolidated School District 46
565 Fredrick Road, Grayslake Il. 60030

Mr. Chris Wildman,

Enclosed find all renewal documents required to complete the renewal process for the 2021-22 school year.

Note the Certification Form, page 3 requires that the District report allotted commodity dollars and usage for the school year. We have completed the information through April 2021, as we provide a monthly commodity tracker worksheet which has the percentage of usage indicated in the year-to-date tab, you will continue to get updates through the end of the school year.

Also included is the Economic Cost Outlook that supports the need for the 3.0% CPI increase in the meal rate (s) as allowed in our agreement.

You will also find the Illinois State Board of Education's Minimum Wage Increase Calculation Sheet. This is used to calculate the labor bill back charge to the School District for the minimum wage increases for the 2021-22 school year only, this file and a contract ILMW labor addendum on District letterhead signed by both FSMC and SFA must be sent to the State along with the renewal documents.

Arbor Management, Inc. is proud of the partnership that we share with Community Consolidated School District 46, and we look forward to seeing all students and staff coming back through the lunch lines in the 2021-2022 school year!

Regards,
Arbor Management, Inc
Kathy Tentler
Kathy Tentler
Vice President, Operations

Cc: Distribution

Date of Original Contract			May 12, 2017		
Year of Renewal (Circle)			5- COVID19 Emergency Extension 6- COVID19 Emergency Extension		
1	2	3	4		

**Contract Renewal Agreement for
Food Management Services
Nonprofit Food Service Program**

This document contains the rates and fees for the contract of food service management for nonprofit food service programs for the period beginning July 1, 2021 and ending June 30, 2022. The terms and conditions of the original contract are applicable to the contract renewal. Upon acceptance, this document shall constitute the contract renewal between the Food Service Management Company (FSMC) and the School Food Authority.

The FSMC shall not plead misunderstanding or deception because of the character, location, or other conditions pertaining to the contract.

PER MEAL PRICES MUST BE QUOTED AS IF NO USDA COMMODITIES WILL BE RECEIVED

	2020-2021 Rate	2021-2022 Rate**	Percentage Increase***
1. Reimbursable Breakfasts	1. 1.5736	1. 1.6208	1. 3.0%
2. Reimbursable Lunches*	2. 2.9086	2. 2.9958	2. 3.0%
3. Management Fee per School Meal (Breakfasts and Lunches)	3. _____	3. _____	3. _____
4. A la Carte Equivalents Fee*	4. 2.9086	4. 2.9958	4. 3.0%
5. A la Carte Management Fee	5. XXXXXXXX	5. _____	5. _____
6. Reimbursable After-School Snack	6. _____	6. _____	6. _____
7. Special Milk	7. _____	7. _____	7. _____
8. Reimbursable After-School Supper	8. _____	8. _____	8. _____
9. Reimbursable Summer Breakfast	9. 1.5736	9. 1.6208	9. 3.0%
10. Reimbursable Summer Lunch	10. _____	10. _____	10. _____

*Rates must be the same.

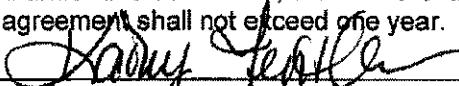
** Rates must be based on original contract terms, not on COVID-19 contract amendment rates (if applicable).

***Rates must not be rounded up. Do not exceed four decimal places.

****Percentage increase must not exceed the allowable increase established in the original contract.

Arbor Management, Inc
Food Service Management Company
917 W Hawthorn Dr.
Street Address
Itasca Illinois 60143
City State Zip Code

By submission of this proposed renewal agreement, the FSMC certifies that, in the event they receive a renewal award under this solicitation, the FSMC shall operate in accordance with all applicable current program regulations. This agreement shall not exceed one year.

 Vice President, Operations 5/12/2021
Authorized Signature of FSMC Title Date

Acceptance of Contract Renewal Agreement

Community Consolidated School District 46 34-049-0460-04
School Food Authority (SFA) Agreement Number

Authorized Signature of SFA Title Date

Contract Renewal Agreement Certification Form 2021–2022

The *Contract Renewal Agreement Certification Form* must be completed and signed by the School Food Authority's (SFA's) authorized representative.

A. School Food Authority Information

Agreement Number (RCDT Code) 34-049-0460-04

School Food Authority Community Consolidated School District 46

Contractor Name Arbor Management, Inc

B. Required Documentation

Submit signed copies of the following documents.

- *Contract Renewal Agreement*
- *Contract Renewal Agreement Certification Form 2021–2022*
- Certification forms, as applicable, signed annually by the contractor. The contractor certification forms are located on our website at <https://www.isbe.net/Pages/General-Procurement-All-Programs.aspx> under Contract Certification Forms.
 - *Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions,*
 - *Certificate Regarding Lobbying—Contracts, Grants, Loans, and Cooperative Agreements,*
 - *Disclosure of Lobbying Activities-* If the annual contract is over \$100,000 and any funds other than Federal appropriated funds have been used for lobbying;
- Any other amendments, if applicable, for non-material allowable contract changes accompanied by written justification for the amendment.

C. Contract Renewal Terms

Per the contract renewal terms stated in the contract, the maximum allowable percentage increase that may be applied to the fixed meal rates and fixed management fees is as follows (refer to the original contract for renewal terms; check the appropriate box):

- | | |
|--|------------------------------------|
| <input type="checkbox"/> CPI—Food Away from Home (Dec) | 3.9% |
| <input type="checkbox"/> CPI—All (Dec) | 1.4% |
| <input type="checkbox"/> CPI—Food (Dec) | 3.9% |
| <input checked="" type="checkbox"/> Other (specify) | FAFH not to exceed 3% per contract |

D. Certification Statement

Under the provisions of the United States Department of Agriculture, Food and Nutrition Service, I certify as a sponsor in the Child Nutrition Programs all information contained in the executed *Contract Renewal Agreement* and accompanying contract renewal documents is true and accurate.

I understand the nonprofit school food service program account cannot be used to pay for unallowable contract costs. As authorized representative for the school food authority noted above, I will ensure operation of the nonprofit school food service program, including use of nonprofit school food service program account funds, is in compliance with the rules and regulations of the Illinois State Board of Education and the United States Department of Agriculture regarding Child Nutrition Programs.

I understand revisions cannot be made to the executed *Invitation for Bid and Contract* without first submitting proposed revisions to the Illinois State Board of Education for review and receiving written notification the proposed revisions are allowable within the regulatory guidelines. Furthermore, I understand additional

documents and/or agreements, including those developed by the contractor, cannot become part of the executed contract.

I understand all contract information provided to the Illinois State Board of Education is being given in connection with the receipt of federal funds and deliberate misrepresentation may subject me to prosecution under applicable state and federal criminal statutes. Further, I understand such misrepresentation could result in the loss of federal and state funding received by the school food authority for School-Based Child Nutrition Programs.

I certify that all contract provisions, including those relating to USDA Foods utilization by the FSMC to the maximum extent possible have been met:

School Year 2020-21 USDA Foods Entitlement Amount	(A)	\$ 80,796.90
School Year 2020-21 USDA Foods credits issued to the SFA by the FSMC	(B)	\$ 53,278.54
USDA Foods Entitlement Utilization Percentage as of March 18, 2021	(B / A)	66%

****Date of certification must be as of the date contract renewal is signed based on year-to-date actual credits received by the Vendor****

SFA Authorized Representative Signature	Title	E-mail	Date
---	-------	--------	------

Mail or email to: **Nutrition Department**
 Illinois State Board of Education
 100 North First Street W270
 Springfield, IL 62777-0001

Email: nutritionprocurement@isbe.net

Please submit documents only once. For example, do not email and mail. Only one copy of each set of documents is necessary. All original documents should be retained in the SFA's files.

ILLINOIS STATE BOARD OF EDUCATION
100 North First Street
Springfield, IL 62777-0001

CERTIFICATE REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit ISBE 85-37, "Disclosure of Lobbying Activities," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

ARBOR MANAGEMENT, INC
Organization Name

PR/Award Number or Project Name

KATHY TENTLER
Name of Authorized Representative

VP, operations
Title

Kathy Tentler
Original Signature of Authorized Representative

5-12-2021
Date

ILLINOIS STATE BOARD OF EDUCATION
100 North First Street
Springfield, IL 62777-0001

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS

This certification is required by the regulations implementing Executive Orders 12549 and 12689, Debarment and Suspension, 2 CFR part 3485, including Subpart C Responsibilities of Participants Regarding Transactions (also see federal guidance at 2 CFR part 180). Copies of the regulations may be obtained by contacting the Illinois State Board of Education.

BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS BELOW.

CERTIFICATION

The prospective lower tier participant certifies, by submission of this Certification, that:

- (1) Neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;
- (2) It will provide immediate written notice to whom this Certification is submitted if at any time the prospective lower tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances;
- (3) It shall not knowingly enter any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated;
- (4) It will include the clause titled *Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower Tier Covered Transactions*, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions;
- (5) The certifications herein are a material representation of fact upon which reliance was placed when this transaction was entered into; and
- (6) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Certification.

ARBOR MANAGEMENT, INC.
Organization Name

PR/Award Number or Project Name

KATHY TENTLER
Name of Authorized Representative

VP, Operations
Title

Kathy Tentler
Original Signature of Authorized Representative

5-12-2021
Date

Instructions for Certification

1. By signing and submitting this Certification, the prospective lower tier participant is providing the certifications set out herein.
2. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue all available remedies, including suspension and/or debarment.
3. Except for transactions authorized under paragraph 3 above, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue all available remedies, including suspension and/or debarment.
4. The terms *covered transaction*, *debarred*, *suspended*, *ineligible*, *lower tier covered transaction*, *participant*, *person*, *primary covered transaction*, *principal*, *proposal*, and *voluntarily excluded*, as used herein, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549 and Executive Order 12689. You may contact the person to which this Certification is submitted for assistance in obtaining a copy of those regulations.
5. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the "GSA Government-Wide System for Award Management Exclusions" (SAM Exclusions) at <http://www.sam.gov>.
6. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required herein. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

ILLINOIS STATE BOARD OF EDUCATION
 100 North First Street
 Springfield, IL 62777-0001

DISCLOSURE OF LOBBYING ACTIVITIES

Directions: Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352. (See reverse for public burden disclosure.)

1. TYPE OF FEDERAL ACTION

- a. Contract b. Grant c. Cooperative agreement d. Loan e. Loan guarantee f. Loan insurance

2. STATUS OF FEDERAL ACTION

- a. Bid/offer/application b. Initial award c. Post-award

3. REPORT TYPE

- a. Initial filing b. Material change For material change only: _____ Year _____ Quarter _____ Date of last report

4. NAME AND ADDRESS OF REPORTING ENTITY

- Prime Subawardee, Tier _____, if known _____ Congressional District, if known

5. IF REPORTING ENTITY IN NO. 4 IS SUBAWARDEE, ENTER NAME AND ADDRESS OF PRIME

_____ Congressional District, if known

6. FEDERAL DEPARTMENT/AGENCY

7. FEDERAL PROGRAM NAME/DESCRIPTION

_____ CFDA Number, if applicable

8. FEDERAL ACTION NUMBER, if known

9. AWARD AMOUNT, if known

\$ _____

10a. NAME AND ADDRESS OF LOBBYING ENTITY
(If individual, last name, first name, MI)

b. INDIVIDUALS PERFORMING SERVICES
(Including address if different from No. 10a) (last name, first name, MI)

(Attach Continuation Sheet(s) ISBE 85-37A, if necessary)

11. AMOUNT OF PAYMENT (check all that apply)

\$ _____ Actual Planned

12. FORM OF PAYMENT (check all that apply)

a. Cash b. In-kind; specify: nature _____ value _____


13. TYPE OF PAYMENT (check all that apply)

- a. Retainer b. One-time fee c. Commission
 d. Contingent fee e. Deferred f. Other, specify _____

14. Brief description of services performed or to be performed and date(s) of service, including officer(s), employee(s), or member(s) contacted, for payment indicated in item 11.

15. YES NO CONTINUATION SHEET(S), ISBE 85-37A ATTACHED

16. Information requested through this form is authorized by title 31 U.S.C. Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

ORIGINAL SIGNATURE

 PRINT NAME OR TYPE
 KATHY TENTLER
 TITLE
 VP, OPERATIONS
 TELEPHONE NUMBER
 630 620 5005 DATE
 5-12-2001

**INSTRUCTIONS FOR COMPLETION OF
ISBE 85-37, DISCLOSURE OF LOBBYING ACTIVITIES**

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. Section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the ISBE 85-37A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001".
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial(MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not an ISBE 85-37A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

ILLINOIS STATE BOARD OF EDUCATION
100 North First Street
Springfield, Illinois 62777-0001

**CONTINUATION SHEET
DISCLOSURE OF LOBBYING ACTIVITIES**

REPORTING ENTITY

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is made by and between the Board of Education of Community Consolidated School District 46 (the "Board") and the Grayslake Federation of Teachers, Lake County Federation of Teachers, Local 504, IFT-AFT, AFL-CIO (the "Union")) renewing and extending the Collective Bargaining Agreement between the Parties for one (1) year from July 1, 2021 until June 30, 2022, subject to the terms and conditions set forth below, which shall be incorporated into the Agreement.

1. Article V.O. (Salary)

For the 2021-2022 school year, teachers hired with no prior credited teaching experience shall be placed on Level 1 and have a beginning teacher salary of \$39,511 (BA+0).

Tier Salary Increases:

Tier 1 Base Salary shall increase by the following percentages:

2021-2022: three and five tenths percent (3.5%)

Tier 2 Base Salary shall increase by the following percentages:

2021-2022: three and five tenth percent (3.5%)

Tier 3 Base Salary shall increase by the following percentages:

2021-2022: three and five tenth percent (3.5%)

- 2.** A Teacher who has submitted her/his notice of retirement pursuant to Article V.P. will continue to receive an increase to her/his base salary as set forth in said Article.

3. Professional Distinction Bonus:

Each teacher who worked for the School District during the 2020-2021 school year will receive a one-time \$1,000 bonus as follows:

- a. Teachers hired after the start of the 2020-2021 school year will receive a prorated bonus based on their hire date to the nearest quarter of the school year.
- b. A Teacher who provided notice of intent to retire at the end of the 2020-2021 school year will receive the bonus payment as a post-retirement payment.
- c. A Teacher who has provided notice of her/his intent to retire in accordance with Article V.P. and for whom the bonus would cause an increase in creditable earnings to exceed

6% over the prior year's creditable earnings will receive a reduced bonus to avoid TRS penalties, with the balance of the bonus to be paid post-retirement.

- d. The bonus will be paid to then currently employed Teachers on December 30, 2021 by separate payment from their regular salary payment, but using the method selected by the Teachers to receive such regular salary payments (e.g., direct deposit, paycheck).

**For the Board of Education,
Community Consolidated School District 46**

For the Grayslake Federation of Teachers

By: _____
President, Board of Education

By: _____
President

Attest: _____
Secretary, Board of Education

Date: _____, 2021

Date: _____, 2021

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is made by and between the Board of Education of Community Consolidated School District 46 (the "Board") and the Grayslake PSRP, Lake County Federation of Teachers, Local 504, IFT-AFT, AFL-CIO (the "Union") renewing and extending the Collective Bargaining Agreement between the Parties for one (1) year from July 1, 2021 until June 30, 2022, subject to the terms and conditions set forth below, which shall be incorporated into the Agreement.

1. Article VI.M. (Wages)

For the 2021-2022 school year, all PSRP shall receive a wage/salary increase of three and eight tenths percent (3.8%) over the prior year's wage/salary rate.

The wages/salaries listed in the Entry Level PSRP Wage/Salary Schedule (Appendix A) will increase 2.5% for 2021-2022.

2. Professional Distinction Bonus:

Each PSRP who worked for the School District during the 2020-2021 school year will receive a one-time \$1,000 bonus as follows:

- a. PSRP hired after the start of the 2020-2021 school year will receive a prorated bonus based on their hire date to the nearest quarter of the school year.
- b. The bonus will be paid to then currently employed PSRP on December 30, 2021 by separate payment from their regular salary payment, but using the method selected by the PSRP to receive such regular wage payments (e.g., direct deposit, paycheck).

**For the Board of Education,
Community Consolidated School District 46**

For the Grayslake PSRP

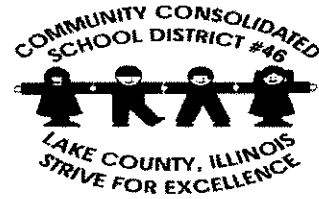
By: _____
President, Board of Education

By: _____
President

Attest: _____ Date: _____, 2020
Secretary, Board of Education

Date: _____, 2020

Community Consolidated School District 46



565 Frederick Road • Grayslake • Illinois • 60030 (847) 223-3650 FAX (847) 223-3695

To: CCSD 46 Board of Education

From: Chris Wolk

Date: June 3, 2021

Memo: 12 month Non Union District Office Staff Raises

Background

The district employs several staff members who are in 12 month support roles and are not considered administrators nor are they eligible to be in the PSRP union due to the nature of their roles. These individuals receive the same benefits as 12 month PSRP staff members but are not covered by the PSRP contract which was recently negotiated and will receive a salary increase of 3.8% and a \$1,000 Professional Distinction Bonus for the 2021-2022 school year. In the past these individuals have received salary increases that were aligned with that of the Grayslake PSRP union and it is recommended that this practice continues.

Administrative Considerations

Over the years it has been the practice of the district to provide the 12 month non union District Office staff a similar salary increase as the Grayslake PSRP union.

District Goal

This action is responsive to District Goal #: 3 - Finance: Review, expand, and clarify financial practices to increase transparency and communication, with a focus on aligning financial decision making to district goals.

Recommendation

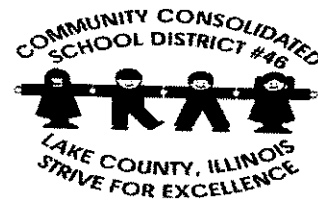
It is recommended that the Board of Education approve the 12 month Non Union District Office staff salary increases which align with that of the Grayslake PSRP union.

BOARD RECOMMENDATION

BE IT RESOLVED: The CCSD 46 Board of Education approves the 12 month Non Union District Office Staff salary increases.

Mission: Empowering learners, creating equity, cultivating community.
Vision: CCSD 46 provides opportunities that expand learning beyond our walls so that all learners grow locally, connect globally, and excel universally.

Community Consolidated School District 46



565 Frederick Road • Grayslake • Illinois • 60030 (847) 223-3650 FAX (847) 223-3695

To: CCSD 46 Board of Education

From: Chris Wolk

Date: June 3, 2021

Memo: Administrator Contracts

Background

The below contracts are for the renewal of CCSD 46 administrators. All contractual increases are in line with the current salary increases that were negotiated between the Board of Education and the Grayslake Federation of Teachers (GFT).

The Assistant Superintendent of Teaching, Learning, and Assessment's contract has one year remaining on the existing contract. To align the Assistant Superintendent with the current salary increase a new one year contract has been created to supersede the existing contract.

Administrative Considerations

Over the years it has been the practice of the district to provide the administrators a similar salary increase as the GFT.

District Goal

This action is responsive to District Goal #: 3 - Finance: Review, expand, and clarify financial practices to increase transparency and communication, with a focus on aligning financial decision making to district goals.

Recommendation

It is recommended that the Board of Education approve the Administrator contracts which align with the salary increases provided to the GFT.

BOARD RECOMMENDATION

BE IT RESOLVED: The CCSD 46 Board of Education approves the Administrator contracts.

Mission: Empowering learners, creating equity, cultivating community.
Vision: CCSD 46 provides opportunities that expand learning beyond our walls so that all learners grow locally, connect globally, and excel universally.

ADMINISTRATIVE AGREEMENT (TRS)

THIS AGREEMENT made this **June 9, 2021**, by and between the BOARD OF EDUCATION OF COMMUNITY CONSOLIDATED SCHOOL DISTRICT 46 ("BOARD"), and **Eric Detweiler** ("ADMINISTRATOR"), has been approved at the regular meeting of the BOARD held on **June 9, 2021**, and is appended to the Minutes of said meeting.

IT IS AGREED:

1. **EMPLOYMENT-** The ADMINISTRATOR is hereby hired and retained from July 1, **2021** through and including June 30, **2022**, as **Principal of Frederick School**. The work year of the ADMINISTRATOR will be 12 months per year including sick leave and vacation days. This Agreement will not be extended or renewed without the express, written consent of the parties.
2. **DUTIES-** The duties and responsibilities of the ADMINISTRATOR will be those incidental to the office of the ADMINISTRATOR, those set forth in the job description for the position of **Principal** (or, those duties contained in Board Policy, as adopted, and which may be amended from time to time), those obligations imposed by the laws of the State of Illinois upon the ADMINISTRATOR, and the performance of other professional duties customarily performed by an ADMINISTRATOR as from time to time may be assigned to the ADMINISTRATOR by the BOARD or Superintendent. The BOARD reserves the right to reassign the ADMINISTRATOR to different duties from time to time during the term of this Agreement, without loss of pay or notice of a hearing.
3. **SALARY-** In consideration of the annual salary of **One hundred thirty eight thousand seven hundred eighty seven Dollars (\$138,787)**, the ADMINISTRATOR agrees to devote such time, skill, labor and attention to his employment, during the term of this Agreement, in order to faithfully perform the duties of ADMINISTRATOR. Salary will be paid in equal semi-monthly installments in accordance with the BOARD policy governing payment of salary to the other members of the professional staff, less such amounts as required by law or provided for in this Agreement. The BOARD retains the right to adjust the annual salary and/or fringe benefits of the ADMINISTRATOR during the term of this Agreement, and thereafter, provided that any salary and/or fringe benefit(s) adjustments will not be lower than the annual salary and fringe benefits paid by the BOARD for the preceding contract year. Any adjustment in salary and/or fringe benefits made during the life of this Agreement will be in writing and will become a part of this Agreement. It is provided, however, that by doing so it will 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 provided both parties agree, and the agreement is reduced to writing.

4. **PROFESSIONAL DISTINCTION BONUS** – The BOARD will pay the ADMINISTRATOR a one-time Professional Distinction Bonus for service during the 2020-2021 school year in the amount of \$1,000 and in accordance with the terms and conditions applied to the payment of said bonus to the licensed teaching staff.
5. **HOSPITALIZATION/MAJOR MEDICAL INSURANCE-** The BOARD will provide and pay the entire premiums for hospitalization and major medical insurance for the ADMINISTRATOR if the ADMINISTRATOR elects to receive single coverage under an HMO (as defined by the contract of insurance then in effect) during the life of this Agreement, in accordance with the basic insurance coverage provided to other members of the professional staff. Alternatively, should the ADMINISTRATOR elect to receive single coverage under a PPO (as defined by the contract of insurance then in effect), the BOARD will provide and pay Ninety Five percent (95%) of the premiums for hospitalization and major medical, in accordance with the basic insurance coverage provided to other members of the professional staff.
6. **MEDICAL EXAMINATION-** During the term of this Agreement, the ADMINISTRATOR may be required to obtain a comprehensive medical examination, the cost of which will be paid by the BOARD. A copy of the examination or certificate of the physician certifying the physical ability of the ADMINISTRATOR to perform his essential job functions will be given to the President of the BOARD and the Superintendent. The physician performing the medical examination will be one licensed to practice medicine in all of its branches and will be chosen by the BOARD, or by mutual agreement of the BOARD and ADMINISTRATOR.
7. **SICK LEAVE-** The ADMINISTRATOR will be entitled to Fifteen (15) days of sick leave at full pay during each year. The ADMINISTRATOR will have the right, upon his resignation or retirement, to use any accumulated sick leave days for those purposes as may be permitted by law. Accumulated sick leave is not reimbursable upon termination from employment.
8. **VACATION AND PERSONAL LEAVE-** The ADMINISTRATOR will receive Twenty Five (25) work days of vacation annually, exclusive of weekends and BOARD approved holidays for twelve-month staff. Other spring, summer and winter non-student attendance periods will constitute work days unless specifically scheduled and credited toward the vacation listed above. All annual vacation will be deemed to have been earned on July 1st of each year of this Agreement. Vacation will be taken within Thirteen (13) months of the year in which it is earned with no more than Five (5) days

carried over from year-to-year. The parties expressly acknowledge and agree that this period of time provides the ADMINISTRATOR with a reasonable opportunity to take said unused vacation days. By executing this Agreement, the ADMINISTRATOR acknowledges and agrees that he has received notice of this provision. The ADMINISTRATOR will have no right to compensation for vacation days lost under this provision. The scheduling of more than five (5) consecutive vacation days will be by agreement between the Superintendent, the BOARD and the ADMINISTRATOR. Additionally, the ADMINISTRATOR will receive Three (3) work days of personal leave annually.

9. **TEACHERS' RETIREMENT SYSTEM CONTRIBUTION** - In addition to the salary paid to the ADMINISTRATOR by the BOARD as expressed in Section 4, the BOARD will pick up and pay on the ADMINISTRATOR'S behalf, his entire required retirement contribution to TRS pursuant to Sections 16-152 and 16-1 52.1 of the *Illinois Pension Code*. The BOARD will remit this contribution to TRS.
10. **TEACHERS' HEALTH INSURANCE SECURITY FUND CONTRIBUTION** - The BOARD will pay on behalf of the ADMINISTRATOR his required contribution to the Teachers' Health Insurance Security (THIS) fund. The BOARD will remit this contribution to TRS as the fund's collection agent. Payments made by the BOARD to TRS under this Section will not be reportable to TRS as creditable earnings and will be excluded from the ADMINISTRATOR'S taxable income.

The BOARD and the ADMINISTRATOR make no commitment or guarantee that the BOARD'S payment of the contribution limit will continue to be excludable from the ADMINISTRATOR'S gross income for federal or state income tax purposes or excludable by TRS from creditable earnings.

Because neither party can represent what position the IRS, or any other government entity, will take with respect to these payments and withholdings; it is mutually agreed that each side will be responsible for any costs for which it is legally responsible without indemnification or any other recourse from the other side. That is, if it is subsequently determined that the ADMINISTRATOR should have paid taxes on any portion of the contribution for which he did not pay taxes, the interest and penalties are the ADMINISTRATOR'S responsibility alone. If the BOARD is penalized for failing to withhold enough taxes based on the payroll information in its possession at the time of payment of the contribution, those penalties are the BOARD'S responsibility alone. Both the BOARD and the ADMINISTRATOR expressly waive the right to seek indemnification or reimbursement from the other as the result of any government decision on the taxability of these amounts. In the event the IRS, or any other government entity, determines that the ADMINISTRATOR owes more taxes, she has no right to seek additional sums from the BOARD.

11. **TERM LIFE INSURANCE**- The BOARD will provide and pay the premiums for a term life insurance policy for the ADMINISTRATOR during the term of this Contract in the amount

of \$50,000. The BOARD will assign the ownership of the term life insurance policy to a person or trust designated by the ADMINISTRATOR, and upon termination of this Contract will allow that owner to continue the life insurance policy at his/her own expense.

12. **RETIREMENT BENEFITS** – The ADMINISTRATOR may elect retirement benefits pursuant to the terms of Article V of the collective bargaining agreement between the BOARD and the GRAYSLAKE FEDERATION OF TEACHERS, IFT/AFT, provided the terms of Article V are in effect at the time notice of retirement is given and provided the ADMINISTRATOR meets all eligibility criteria for such benefits.
13. **MEMBERSHIP DUES-** With prior Superintendent and BOARD approval and upon proper substantiation, the ADMINISTRATOR will be reimbursed for the dues and membership fees for work-related national or state organization memberships and for local organizations to which they belong. This charge should fall within the parameters of the building budget.
14. **PROFESSIONAL ACTIVITIES-** The ADMINISTRATOR will be encouraged to attend appropriate professional meetings and continuing education at the local, state and national levels. With prior Superintendent and BOARD approval, the ADMINISTRATOR will be reimbursed for the cost of attendance at the meetings. This charge should fall within the parameters of the building budget.
15. **TRANSPORTATION EXPENSES-** As a condition of employment, the ADMINISTRATOR is required to have a personally owned automobile or other vehicle for use in his duties. The ADMINISTRATOR will bear all costs associated with the upkeep and maintenance of said vehicle including, but not limited to, license, sticker fees, fuel, repairs, parking, tolls and insurance. The BOARD will reimburse the ADMINISTRATOR during the term of this Agreement for necessary, work related automobile travel at the then applicable IRS reimbursement rate upon submission of appropriate substantiation of those expenses by the ADMINISTRATOR.
16. **BACKGROUND INVESTIGATION** - The BOARD is prohibited from knowingly employing a person who has been convicted of committing or attempting to commit certain criminal offenses. If the required fingerprint-based criminal background investigation is not completed at the time this Agreement is signed, and the subsequent investigation report reveals that there has been a prohibited conviction, this Agreement will immediately become null and void.
17. **TUITION REIMBURSEMENT-** The Board shall reimburse the full cost of graduate course tuition, including all required textbook fees, up to \$8,000 per ADMINISTRATOR, not to exceed \$24,000 per year contingent upon job retention in the District. Should the ADMINISTRATOR leave the District prior to three (3) full years of employment post tuition reimbursement, the ADMINISTRATOR agrees to repay the District based on the following schedule: 1 Year – 100% tuition payback, 2 Years – 50% tuition payback, and 3 Years – No payback necessary. In the event the yearly \$24,000 budgeted for professional growth is exceeded by claims, the following calculation will serve to determine the percentage reimbursement per ADMINISTRATOR total claim:

\$24,000/total professional growth dollar claims = %. Multiply the percentage calculated above by each ADMINISTRATOR'S total claim amount.

18. **TERMINATION OF AGREEMENT-** This Agreement may be terminated prior to June 30, 2022, by:

- A. Mutual agreement of the parties.
- B. Retirement.
- C. Resignation, provided, however, the ADMINISTRATOR gives the BOARD at least ninety (90) days prior written notice of the proposed resignation.
- D. Disability. In the event of disability by illness or incapacity, after the ADMINISTRATOR'S sick leave has been exhausted, the compensation will be reinstated after the ADMINISTRATOR has returned to employment and undertaken the full discharge of his duties. The BOARD may terminate this Agreement by written notice to the ADMINISTRATOR at any time after the ADMINISTRATOR has exhausted any accumulated sick leave and such other leave as may be available and has been absent from his employment for whatever cause for an additional continuous period of three (3) months. All obligations of the BOARD will cease upon such termination. If a question exists concerning the capacity of the ADMINISTRATOR to return to his duties the BOARD may require the ADMINISTRATOR to submit to a medical examination, to be performed by a doctor licensed to practice medicine. The BOARD and ADMINISTRATOR will mutually agree upon the physician who will conduct the examination. The examination will be done at the expense of the BOARD. The physician will limit his report to the issue of whether the ADMINISTRATOR has a continuing disability which prohibits him from performing his duties.
- E. Discharge for cause. "For cause" will mean any conduct, act, or failure to act by the ADMINISTRATOR, which is detrimental to the best interests of the School District. Reasons for discharge for cause will be given in writing to the ADMINISTRATOR, who will be entitled to notice of a hearing and a hearing before the BOARD to discuss the discharge. If the ADMINISTRATOR chooses to be accompanied by legal counsel, he will bear any costs involved therein. The BOARD hearing will be conducted in closed session. The BOARD will not arbitrarily or capriciously dismiss the ADMINISTRATOR.
- F. Failure to comply with the terms and conditions of this Agreement. The BOARD has the right to reassign the ADMINISTRATOR to other duties upon the recommendation of the Superintendent for the duration of the agreement term when such reassignment is in the best interests of the District. Nothing herein will prohibit the BOARD from suspending the ADMINISTRATOR without pay when the performance of the ADMINISTRATOR is justifiably questioned, pending the outcome of any inquiry.

19. **EVALUATION** - The BOARD and ADMINISTRATOR agree that there will be an annual evaluation of the ADMINISTRATOR'S performance under this Agreement. The

evaluation will consider, but not be limited to, an examination of attainment of goals, administration of personnel, rapport with the BOARD and Superintendent and other factors of appraisal that may be established by the parties. In the event that the Superintendent determines that the performance of the ADMINISTRATOR is unsatisfactory in any respect, she will describe in writing, in reasonable detail, specific instances of unsatisfactory performance. The evaluation will include recommendations as to areas of improvement in all instances where the Superintendent deems performance to be unsatisfactory. The ADMINISTRATOR will have the right to make a written reaction or response to the evaluation. This response will become a permanent attachment to the ADMINISTRATOR'S personnel file.

20. **PROFESSIONAL LIABILITY-** The BOARD agrees that it will defend, hold harmless, and indemnify the ADMINISTRATOR from any and all demands, claims, suits, actions and legal proceedings brought against the ADMINISTRATOR in his individual capacity, or in his official capacity as agent and employee of the BOARD provided the incident arose while the ADMINISTRATOR was acting within the scope of his employment and excluding criminal litigation and such liability coverage as is beyond the authority of the BOARD to provide under state law. Except that, in no case, will individual BOARD members be considered personally liable for indemnifying the ADMINISTRATOR against such demands, claims, suits, actions and legal proceedings.

21. **NOTICE-** Any notice or communication permitted or required under this Agreement will be in writing and will become effective on the day of mailing thereof by first class mail, registered or certified mail, postage prepaid, addressed:

If to the BOARD, to:

President
Board of Education
Community Consolidated School District 46
565 Frederick Road Grayslake, Illinois 60030

If to the ADMINISTRATOR, to:

Eric Detweiler

(at the last address of the ADMINISTRATOR contained in official Business Office records of the BOARD).

22. MISCELLANEOUS

- A. This Agreement has been executed in Illinois, and will be governed in according to the laws of the state of Illinois in every respect.
- B. Section headings and numbers have been inserted for convenience of reference only, and if there will be any conflict between such headings or numbers and the text of this Agreement, the text will control.

- C. This Agreement may be executed in one or more counterparts, each of which will be considered an original, and all of which taken together will be considered one and the same instrument.
- D. This Agreement contains all the terms agreed upon by the parties with respect to the subject matter of this Agreement and supersedes all prior contracts, arrangements, and communications between the parties concerning such subject matter, whether oral or written.
- E. This Agreement will be binding upon and inure to the benefit of the ADMINISTRATOR, his successors, assigns, heirs, executors, and personal representatives, and will be binding upon, and inure to the benefit of the BOARD, its successors and assigns.
- F. Both parties have had the opportunity to seek the advice of counsel.
- G. No subsequent alteration, amendment, change, or addition to this Agreement, will be binding upon the parties unless reduced to writing and duly authorized and signed by each of them.
- H. The BOARD retains the right to appeal, change or modify any policies or procedures which it has adopted or may hereafter adopt, subject however, to restrictions contained in the Illinois School Code and other applicable law.
- I. If any section, provision, paragraph, phrase, clause or word contained herein is held to be void, invalid or contrary to law by a court of competent jurisdiction, it will be deemed removed herefrom, and the remainder of this Agreement will continue to have its intended full force and effect.

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.

Date: _____

By: _____

ADMINISTRATOR

BOARD OF EDUCATION,
COMMUNITY CONSOLIDATED
SCHOOL DISTRICT NO. 46

Date: _____

By: _____

PRESIDENT

ATTEST: _____

SECRETARY

ADMINISTRATIVE AGREEMENT (TRS)

THIS AGREEMENT made this **June 9, 2021**, by and between the BOARD OF EDUCATION OF COMMUNITY CONSOLIDATED SCHOOL DISTRICT 46 ("BOARD"), and **Stephanie Diaz** ("ADMINISTRATOR"), has been approved at the regular meeting of the BOARD held on **June 9, 2021**, and is appended to the Minutes of said meeting.

IT IS AGREED:

1. **EMPLOYMENT-** The ADMINISTRATOR is hereby hired and retained from July 1, **2021** through and including June 30, **2023**, as **Director of EL**. The work year of the ADMINISTRATOR will be 12 months per year including sick leave and vacation days. This Agreement will not be extended or renewed without the express, written consent of the parties.
2. **DUTIES-** The duties and responsibilities of the ADMINISTRATOR will be those incidental to the office of the ADMINISTRATOR, those set forth in the job description for the position of **Director of EL** (or, those duties contained in Board Policy, as adopted, and which may be amended from time to time), those obligations imposed by the laws of the State of Illinois upon the ADMINISTRATOR, and the performance of other professional duties customarily performed by an ADMINISTRATOR as from time to time may be assigned to the ADMINISTRATOR by the BOARD or Superintendent. The BOARD reserves the right to reassign the ADMINISTRATOR to different duties from time to time during the term of this Agreement, without loss of pay or notice of a hearing.
3. **SALARY-** For the period July 1, **2021** through June 30, **2022**, the BOARD will pay the ADMINISTRATOR the salary of **One hundred two thousand six hundred twenty eight Dollars (\$102,628.00)**. For the period of July 1, **2022** through June 30, **2023**, the BOARD will pay the ADMINISTRATOR a salary increase over the prior year salary equal to the negotiated salary increase provided to members of the Grayslake Federation of Teachers for such period. The ADMINISTRATOR agrees to devote such time, skill, labor and attention to his employment, during the term of this Agreement, in order to faithfully perform the duties of ADMINISTRATOR. Salary will be paid in equal semi-monthly installments in accordance with the BOARD policy governing payment of salary to the other members of the professional staff, less such amounts as required by law or provided for in this Agreement. The BOARD retains the right to adjust the annual salary and/or fringe benefits of the ADMINISTRATOR during the term of this Agreement, and thereafter, provided that any salary and/or fringe benefit(s) adjustments will not be lower than the annual salary and fringe benefits paid by the BOARD for the preceding contract

year. Any adjustment in salary and/or fringe benefits made during the life of this Agreement will be in writing and will become a part of this Agreement. It is provided, however, that by doing so it will 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 provided both parties agree, and the agreement is reduced to writing.

4. **PROFESSIONAL DISTINCTION BONUS** – The BOARD will pay the ADMINISTRATOR a one-time Professional Distinction Bonus for service during the 2020-2021 school year in the amount of \$1,000 and in accordance with the terms and conditions applied to the payment of said bonus to the licensed teaching staff.
5. **HOSPITALIZATION/MAJOR MEDICAL INSURANCE**- The BOARD will provide and pay the entire premiums for hospitalization and major medical insurance for the ADMINISTRATOR if the ADMINISTRATOR elects to receive single coverage under an HMO (as defined by the contract of insurance then in effect) during the life of this Agreement, in accordance with the basic insurance coverage provided to other members of the professional staff. Alternatively, should the ADMINISTRATOR elect to receive single coverage under a PPO (as defined by the contract of insurance then in effect), the BOARD will provide and pay Ninety Five percent (95%) of the premiums for hospitalization and major medical, in accordance with the basic insurance coverage provided to other members of the professional staff.
6. **MEDICAL EXAMINATION**- During the term of this Agreement, the ADMINISTRATOR may be required to obtain a comprehensive medical examination, the cost of which will be paid by the BOARD. A copy of the examination or certificate of the physician certifying the physical ability of the ADMINISTRATOR to perform his essential job functions will be given to the President of the BOARD and the Superintendent. The physician performing the medical examination will be one licensed to practice medicine in all of its branches and will be chosen by the BOARD, or by mutual agreement of the BOARD and ADMINISTRATOR.
7. **SICK LEAVE**- The ADMINISTRATOR will be entitled to Fifteen (15) days of sick leave at full pay during each year. The ADMINISTRATOR will have the right, upon his resignation or retirement, to use any accumulated sick leave days for those purposes as may be permitted by law. Accumulated sick leave is not reimbursable upon termination from employment.
8. **VACATION AND PERSONAL LEAVE**- The ADMINISTRATOR will receive Twenty Five (25) work days of vacation annually, exclusive of weekends and BOARD approved holidays for twelve-month staff. Other spring, summer and winter non-student

attendance periods will constitute work days unless specifically scheduled and credited toward the vacation listed above. All annual vacation will be deemed to have been earned on July 1st of each year of this Agreement. Vacation will be taken within Thirteen (13) months of the year in which it is earned with no more than Five (5) days carried over from year-to-year. The parties expressly acknowledge and agree that this period of time provides the ADMINISTRATOR with a reasonable opportunity to take said unused vacation days. By executing this Agreement, the ADMINISTRATOR acknowledges and agrees that he has received notice of this provision. The ADMINISTRATOR will have no right to compensation for vacation days lost under this provision. The scheduling of more than five (5) consecutive vacation days will be by agreement between the Superintendent, the BOARD and the ADMINISTRATOR. Additionally, the ADMINISTRATOR will receive Three (3) work days of personal leave annually.

9. **TEACHERS' RETIREMENT SYSTEM CONTRIBUTION** - In addition to the salary paid to the ADMINISTRATOR by the BOARD as expressed in Section 4, the BOARD will pick up and pay on the ADMINISTRATOR'S behalf, his entire required retirement contribution to TRS pursuant to Sections 16-152 and 16-1 52.1 of the *Illinois Pension Code*. The BOARD will remit this contribution to TRS.
10. **TEACHERS' HEALTH INSURANCE SECURITY FUND CONTRIBUTION** - The BOARD will pay on behalf of the ADMINISTRATOR his required contribution to the Teachers' Health Insurance Security (THIS) fund. The BOARD will remit this contribution to TRS as the fund's collection agent. Payments made by the BOARD to TRS under this Section will not be reportable to TRS as creditable earnings and will be excluded from the ADMINISTRATOR'S taxable income.

The BOARD and the ADMINISTRATOR make no commitment or guarantee that the BOARD'S payment of the contribution limit will continue to be excludable from the ADMINISTRATOR'S gross income for federal or state income tax purposes or excludable by TRS from creditable earnings.

Because neither party can represent what position the IRS, or any other government entity, will take with respect to these payments and withholdings; it is mutually agreed that each side will be responsible for any costs for which it is legally responsible without indemnification or any other recourse from the other side. That is, if it is subsequently determined that the ADMINISTRATOR should have paid taxes on any portion of the contribution for which he did not pay taxes, the interest and penalties are the ADMINISTRATOR'S responsibility alone. If the BOARD is penalized for failing to withhold enough taxes based on the payroll information in its possession at the time of payment of the contribution, those penalties are the BOARD'S responsibility alone. Both the BOARD and the ADMINISTRATOR expressly waive the right to seek indemnification or reimbursement from the other as the result of any government decision on the taxability of these amounts. In the event the IRS, or any other government entity, determines that the ADMINISTRATOR owes more taxes, she has no right to seek

additional sums from the BOARD.

11. **TERM LIFE INSURANCE-** The BOARD will provide and pay the premiums for a term life insurance policy for the ADMINISTRATOR during the term of this Contract in the amount of \$50,000. The BOARD will assign the ownership of the term life insurance policy to a person or trust designated by the ADMINISTRATOR, and upon termination of this Contract will allow that owner to continue the life insurance policy at his/her own expense.
12. **RETIREMENT BENEFITS** – The ADMINISTRATOR may elect retirement benefits pursuant to the terms of Article V of the collective bargaining agreement between the BOARD and the GRAYSLAKE FEDERATION OF TEACHERS, IFT/AFT, provided the terms of Article V are in effect at the time notice of retirement is given and provided the ADMINISTRATOR meets all eligibility criteria for such benefits.
13. **MEMBERSHIP DUES-** With prior Superintendent and BOARD approval and upon proper substantiation, the ADMINISTRATOR will be reimbursed for the dues and membership fees for work-related national or state organization memberships and for local organizations to which they belong. This charge should fall within the parameters of the building budget.
14. **PROFESSIONAL ACTIVITIES-** The ADMINISTRATOR will be encouraged to attend appropriate professional meetings and continuing education at the local, state and national levels. With prior Superintendent and BOARD approval, the ADMINISTRATOR will be reimbursed for the cost of attendance at the meetings. This charge should fall within the parameters of the building budget.
15. **TRANSPORTATION EXPENSES-** As a condition of employment, the ADMINISTRATOR is required to have a personally owned automobile or other vehicle for use in his duties. The ADMINISTRATOR will bear all costs associated with the upkeep and maintenance of said vehicle including, but not limited to, license, sticker fees, fuel, repairs, parking, tolls and insurance. The BOARD will reimburse the ADMINISTRATOR during the term of this Agreement for necessary, work related automobile travel at the then applicable IRS reimbursement rate upon submission of appropriate substantiation of those expenses by the ADMINISTRATOR.
16. **BACKGROUND INVESTIGATION** - The BOARD is prohibited from knowingly employing a person who has been convicted of committing or attempting to commit certain criminal offenses. If the required fingerprint-based criminal background investigation is not completed at the time this Agreement is signed, and the subsequent investigation report reveals that there has been a prohibited conviction, this Agreement will immediately become null and void.
17. **TUITION REIMBURSEMENT-** The Board shall reimburse the full cost of graduate course tuition, including all required textbook fees, up to \$8,000 per ADMINISTRATOR, not to exceed \$24,000 per year contingent upon job retention in the District. Should the ADMINISTRATOR leave the District prior to three (3) full years of employment post tuition reimbursement, the ADMINISTRATOR agrees to repay the District based on the

following schedule: 1 Year – 100% tuition payback, 2 Years – 50% tuition payback, and 3 Years – No payback necessary. In the event the yearly \$24,000 budgeted for professional growth is exceeded by claims, the following calculation will serve to determine the percentage reimbursement per ADMINISTRATOR total claim: $\$24,000/\text{total professional growth dollar claims} = \%$. Multiply the percentage calculated above by each ADMINISTRATOR'S total claim amount.

18. TERMINATION OF AGREEMENT- This Agreement may be terminated prior to June 30, **2023**, by:

- A. Mutual agreement of the parties.
- B. Retirement.
- C. Resignation, provided, however, the ADMINISTRATOR gives the BOARD at least ninety (90) days prior written notice of the proposed resignation.
- D. Disability. In the event of disability by illness or incapacity, after the ADMINISTRATOR'S sick leave has been exhausted, the compensation will be reinstated after the ADMINISTRATOR has returned to employment and undertaken the full discharge of his duties. The BOARD may terminate this Agreement by written notice to the ADMINISTRATOR at any time after the ADMINISTRATOR has exhausted any accumulated sick leave and such other leave as may be available and has been absent from his employment for whatever cause for an additional continuous period of three (3) months. All obligations of the BOARD will cease upon such termination. If a question exists concerning the capacity of the ADMINISTRATOR to return to his duties the BOARD may require the ADMINISTRATOR to submit to a medical examination, to be performed by a doctor licensed to practice medicine. The BOARD and ADMINISTRATOR will mutually agree upon the physician who will conduct the examination. The examination will be done at the expense of the BOARD. The physician will limit his report to the issue of whether the ADMINISTRATOR has a continuing disability which prohibits him from performing his duties.
- E. Discharge for cause. "For cause" will mean any conduct, act, or failure to act by the ADMINISTRATOR, which is detrimental to the best interests of the School District. Reasons for discharge for cause will be given in writing to the ADMINISTRATOR, who will be entitled to notice of a hearing and a hearing before the BOARD to discuss the discharge. If the ADMINISTRATOR chooses to be accompanied by legal counsel, he will bear any costs involved therein. The BOARD hearing will be conducted in closed session. The BOARD will not arbitrarily or capriciously dismiss the ADMINISTRATOR.
- F. Failure to comply with the terms and conditions of this Agreement. The BOARD has the right to reassign the ADMINISTRATOR to other duties upon the recommendation of the Superintendent for the duration of the agreement term when such reassignment is in the best interests of the District. Nothing herein will prohibit the BOARD from suspending the ADMINISTRATOR without pay when the performance of the ADMINISTRATOR is justifiably questioned, pending the outcome of any inquiry.

19. **EVALUATION** - The BOARD and ADMINISTRATOR agree that there will be an annual evaluation of the ADMINISTRATOR'S performance under this Agreement. The evaluation will consider, but not be limited to, an examination of attainment of goals, administration of personnel, rapport with the BOARD and Superintendent and other factors of appraisal that may be established by the parties. In the event that the Superintendent determines that the performance of the ADMINISTRATOR is unsatisfactory in any respect, she will describe in writing, in reasonable detail, specific instances of unsatisfactory performance. The evaluation will include recommendations as to areas of improvement in all instances where the Superintendent deems performance to be unsatisfactory. The ADMINISTRATOR will have the right to make a written reaction or response to the evaluation. This response will become a permanent attachment to the ADMINISTRATOR'S personnel file.

20. **PROFESSIONAL LIABILITY**- The BOARD agrees that it will defend, hold harmless, and indemnify the ADMINISTRATOR from any and all demands, claims, suits, actions and legal proceedings brought against the ADMINISTRATOR in his individual capacity, or in his official capacity as agent and employee of the BOARD provided the incident arose while the ADMINISTRATOR was acting within the scope of his employment and excluding criminal litigation and such liability coverage as is beyond the authority of the BOARD to provide under state law. Except that, in no case, will individual BOARD members be considered personally liable for indemnifying the ADMINISTRATOR against such demands, claims, suits, actions and legal proceedings.

21. **NOTICE**- Any notice or communication permitted or required under this Agreement will be in writing and will become effective on the day of mailing thereof by first class mail, registered or certified mail, postage prepaid, addressed:

If to the BOARD, to:

President
Board of Education
Community Consolidated School District 46
565 Frederick Road Grayslake, Illinois 60030

If to the ADMINISTRATOR, to:

Stephanie Diaz

(at the last address of the ADMINISTRATOR contained in official Business Office records of the BOARD).

22. MISCELLANEOUS

- A. This Agreement has been executed in Illinois, and will be governed in according to the laws of the state of Illinois in every respect.

- B. Section headings and numbers have been inserted for convenience of reference only, and if there will be any conflict between such headings or numbers and the text of this Agreement, the text will control.
- C. This Agreement may be executed in one or more counterparts, each of which will be considered an original, and all of which taken together will be considered one and the same instrument.
- D. This Agreement contains all the terms agreed upon by the parties with respect to the subject matter of this Agreement and supersedes all prior contracts, arrangements, and communications between the parties concerning such subject matter, whether oral or written.
- E. This Agreement will be binding upon and inure to the benefit of the ADMINISTRATOR, his successors, assigns, heirs, executors, and personal representatives, and will be binding upon, and inure to the benefit of the BOARD, its successors and assigns.
- F. Both parties have had the opportunity to seek the advice of counsel.
- G. No subsequent alteration, amendment, change, or addition to this Agreement, will be binding upon the parties unless reduced to writing and duly authorized and signed by each of them.
- H. The BOARD retains the right to appeal, change or modify any policies or procedures which it has adopted or may hereafter adopt, subject however, to restrictions contained in the Illinois School Code and other applicable law.
- I. If any section, provision, paragraph, phrase, clause or word contained herein is held to be void, invalid or contrary to law by a court of competent jurisdiction, it will be deemed removed herefrom, and the remainder of this Agreement will continue to have its intended full force and effect.

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.

Date: _____

By: _____

ADMINISTRATOR

BOARD OF EDUCATION,
COMMUNITY CONSOLIDATED
SCHOOL DISTRICT NO. 46

Date: _____

By: _____

PRESIDENT

ATTEST: _____

SECRETARY

ADMINISTRATIVE AGREEMENT (TRS)

THIS AGREEMENT made this **June 9, 2021**, by and between the BOARD OF EDUCATION OF COMMUNITY CONSOLIDATED SCHOOL DISTRICT 46 ("BOARD"), and **David Dinsmore** ("ADMINISTRATOR"), has been approved at the regular meeting of the BOARD held on **June 9, 2021**, and is appended to the Minutes of said meeting.

IT IS AGREED:

1. **EMPLOYMENT-** The ADMINISTRATOR is hereby hired and retained from July 1, **2021** through and including June 30, **2022**, as **Assistant Principal of Park Campus**. The work year of the ADMINISTRATOR will be 12 months per year including sick leave and vacation days. This Agreement will not be extended or renewed without the express, written consent of the parties.
2. **DUTIES-** The duties and responsibilities of the ADMINISTRATOR will be those incidental to the office of the ADMINISTRATOR, those set forth in the job description for the position of **Assistant Principal** (or, those duties contained in Board Policy, as adopted, and which may be amended from time to time), those obligations imposed by the laws of the State of Illinois upon the ADMINISTRATOR, and the performance of other professional duties customarily performed by an ADMINISTRATOR as from time to time may be assigned to the ADMINISTRATOR by the BOARD or Superintendent. The BOARD reserves the right to reassign the ADMINISTRATOR to different duties from time to time during the term of this Agreement, without loss of pay or notice of a hearing.
3. **SALARY-** In consideration of the annual salary of **One hundred eight thousand nine hundred sixty one Dollars (\$108,961)**, the ADMINISTRATOR agrees to devote such time, skill, labor and attention to his employment, during the term of this Agreement, in order to faithfully perform the duties of ADMINISTRATOR. Salary will be paid in equal semi-monthly installments in accordance with the BOARD policy governing payment of salary to the other members of the professional staff, less such amounts as required by law or provided for in this Agreement. The BOARD retains the right to adjust the annual salary and/or fringe benefits of the ADMINISTRATOR during the term of this Agreement, and thereafter, provided that any salary and/or fringe benefit(s) adjustments will not be lower than the annual salary and fringe benefits paid by the BOARD for the preceding contract year. Any adjustment in salary and/or fringe benefits made during the life of this Agreement will be in writing and will become a part of this Agreement. It is provided, however, that by doing so it will 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 provided both parties agree, and the agreement is reduced to writing.

4. **PROFESSIONAL DISTINCTION BONUS** – The BOARD will pay the ADMINISTRATOR a one-time Professional Distinction Bonus for service during the 2020-2021 school year in the amount of \$1,000 and in accordance with the terms and conditions applied to the payment of said bonus to the licensed teaching staff.
5. **HOSPITALIZATION/MAJOR MEDICAL INSURANCE-** The BOARD will provide and pay the entire premiums for hospitalization and major medical insurance for the ADMINISTRATOR if the ADMINISTRATOR elects to receive single coverage under an HMO (as defined by the contract of insurance then in effect) during the life of this Agreement, in accordance with the basic insurance coverage provided to other members of the professional staff. Alternatively, should the ADMINISTRATOR elect to receive single coverage under a PPO (as defined by the contract of insurance then in effect), the BOARD will provide and pay Ninety Five percent (95%) of the premiums for hospitalization and major medical, in accordance with the basic insurance coverage provided to other members of the professional staff.
6. **MEDICAL EXAMINATION-** During the term of this Agreement, the ADMINISTRATOR may be required to obtain a comprehensive medical examination, the cost of which will be paid by the BOARD. A copy of the examination or certificate of the physician certifying the physical ability of the ADMINISTRATOR to perform his essential job functions will be given to the President of the BOARD and the Superintendent. The physician performing the medical examination will be one licensed to practice medicine in all of its branches and will be chosen by the BOARD, or by mutual agreement of the BOARD and ADMINISTRATOR.
7. **SICK LEAVE-** The ADMINISTRATOR will be entitled to Fifteen (15) days of sick leave at full pay during each year. The ADMINISTRATOR will have the right, upon his resignation or retirement, to use any accumulated sick leave days for those purposes as may be permitted by law. Accumulated sick leave is not reimbursable upon termination from employment.
8. **VACATION AND PERSONAL LEAVE-** The ADMINISTRATOR will receive Twenty Five (25) work days of vacation annually, exclusive of weekends and BOARD approved holidays for twelve-month staff. Other spring, summer and winter non-student attendance periods will constitute work days unless specifically scheduled and credited toward the vacation listed above. All annual vacation will be deemed to have been earned on July 1st of each year of this Agreement. Vacation will be taken within Thirteen (13) months of the year in which it is earned with no more than Five (5) days

carried over from year-to-year. The parties expressly acknowledge and agree that this period of time provides the ADMINISTRATOR with a reasonable opportunity to take said unused vacation days. By executing this Agreement, the ADMINISTRATOR acknowledges and agrees that he has received notice of this provision. The ADMINISTRATOR will have no right to compensation for vacation days lost under this provision. The scheduling of more than five (5) consecutive vacation days will be by agreement between the Superintendent, the BOARD and the ADMINISTRATOR. Additionally, the ADMINISTRATOR will receive Three (3) work days of personal leave annually.

9. **TEACHERS' RETIREMENT SYSTEM CONTRIBUTION** - In addition to the salary paid to the ADMINISTRATOR by the BOARD as expressed in Section 4, the BOARD will pick up and pay on the ADMINISTRATOR'S behalf, his entire required retirement contribution to TRS pursuant to Sections 16-152 and 16-1 52.1 of the *Illinois Pension Code*. The BOARD will remit this contribution to TRS.
10. **TEACHERS' HEALTH INSURANCE SECURITY FUND CONTRIBUTION** - The BOARD will pay on behalf of the ADMINISTRATOR his required contribution to the Teachers' Health Insurance Security (THIS) fund. The BOARD will remit this contribution to TRS as the fund's collection agent. Payments made by the BOARD to TRS under this Section will not be reportable to TRS as creditable earnings and will be excluded from the ADMINISTRATOR'S taxable income.

The BOARD and the ADMINISTRATOR make no commitment or guarantee that the BOARD'S payment of the contribution limit will continue to be excludable from the ADMINISTRATOR'S gross income for federal or state income tax purposes or excludable by TRS from creditable earnings.

Because neither party can represent what position the IRS, or any other government entity, will take with respect to these payments and withholdings; it is mutually agreed that each side will be responsible for any costs for which it is legally responsible without indemnification or any other recourse from the other side. That is, if it is subsequently determined that the ADMINISTRATOR should have paid taxes on any portion of the contribution for which he did not pay taxes, the interest and penalties are the ADMINISTRATOR'S responsibility alone. If the BOARD is penalized for failing to withhold enough taxes based on the payroll information in its possession at the time of payment of the contribution, those penalties are the BOARD'S responsibility alone. Both the BOARD and the ADMINISTRATOR expressly waive the right to seek indemnification or reimbursement from the other as the result of any government decision on the taxability of these amounts. In the event the IRS, or any other government entity, determines that the ADMINISTRATOR owes more taxes, she has no right to seek additional sums from the BOARD.

11. **TERM LIFE INSURANCE**- The BOARD will provide and pay the premiums for a term life insurance policy for the ADMINISTRATOR during the term of this Contract in the amount

of \$50,000. The BOARD will assign the ownership of the term life insurance policy to a person or trust designated by the ADMINISTRATOR, and upon termination of this Contract will allow that owner to continue the life insurance policy at his/her own expense.

12. **RETIREMENT BENEFITS** – The ADMINISTRATOR may elect retirement benefits pursuant to the terms of Article V of the collective bargaining agreement between the BOARD and the GRAYSLAKE FEDERATION OF TEACHERS, IFT/AFT, provided the terms of Article V are in effect at the time notice of retirement is given and provided the ADMINISTRATOR meets all eligibility criteria for such benefits.
13. **MEMBERSHIP DUES**- With prior Superintendent and BOARD approval and upon proper substantiation, the ADMINISTRATOR will be reimbursed for the dues and membership fees for work-related national or state organization memberships and for local organizations to which they belong. This charge should fall within the parameters of the building budget.
14. **PROFESSIONAL ACTIVITIES**- The ADMINISTRATOR will be encouraged to attend appropriate professional meetings and continuing education at the local, state and national levels. With prior Superintendent and BOARD approval, the ADMINISTRATOR will be reimbursed for the cost of attendance at the meetings. This charge should fall within the parameters of the building budget.
15. **TRANSPORTATION EXPENSES**- As a condition of employment, the ADMINISTRATOR is required to have a personally owned automobile or other vehicle for use in his duties. The ADMINISTRATOR will bear all costs associated with the upkeep and maintenance of said vehicle including, but not limited to, license, sticker fees, fuel, repairs, parking, tolls and insurance. The BOARD will reimburse the ADMINISTRATOR during the term of this Agreement for necessary, work related automobile travel at the then applicable IRS reimbursement rate upon submission of appropriate substantiation of those expenses by the ADMINISTRATOR.
16. **BACKGROUND INVESTIGATION** - The BOARD is prohibited from knowingly employing a person who has been convicted of committing or attempting to commit certain criminal offenses. If the required fingerprint-based criminal background investigation is not completed at the time this Agreement is signed, and the subsequent investigation report reveals that there has been a prohibited conviction, this Agreement will immediately become null and void.
17. **TUITION REIMBURSEMENT**- The Board shall reimburse the full cost of graduate course tuition, including all required textbook fees, up to \$8,000 per ADMINISTRATOR, not to exceed \$24,000 per year contingent upon job retention in the District. Should the ADMINISTRATOR leave the District prior to three (3) full years of employment post tuition reimbursement, the ADMINISTRATOR agrees to repay the District based on the following schedule: 1 Year – 100% tuition payback, 2 Years – 50% tuition payback, and 3 Years – No payback necessary. In the event the yearly \$24,000 budgeted for professional growth is exceeded by claims, the following calculation will serve to determine the percentage reimbursement per ADMINISTRATOR total claim:

\$24,000/total professional growth dollar claims = %. Multiply the percentage calculated above by each ADMINISTRATOR'S total claim amount.

18. TERMINATION OF AGREEMENT- This Agreement may be terminated prior to June 30, **2022**, by:

- A. Mutual agreement of the parties.
- B. Retirement.
- C. Resignation, provided, however, the ADMINISTRATOR gives the BOARD at least ninety (90) days prior written notice of the proposed resignation.
- D. Disability. In the event of disability by illness or incapacity, after the ADMINISTRATOR'S sick leave has been exhausted, the compensation will be reinstated after the ADMINISTRATOR has returned to employment and undertaken the full discharge of his duties. The BOARD may terminate this Agreement by written notice to the ADMINISTRATOR at any time after the ADMINISTRATOR has exhausted any accumulated sick leave and such other leave as may be available and has been absent from his employment for whatever cause for an additional continuous period of three (3) months. All obligations of the BOARD will cease upon such termination. If a question exists concerning the capacity of the ADMINISTRATOR to return to his duties the BOARD may require the ADMINISTRATOR to submit to a medical examination, to be performed by a doctor licensed to practice medicine. The BOARD and ADMINISTRATOR will mutually agree upon the physician who will conduct the examination. The examination will be done at the expense of the BOARD. The physician will limit his report to the issue of whether the ADMINISTRATOR has a continuing disability which prohibits him from performing his duties.
- E. Discharge for cause. "For cause" will mean any conduct, act, or failure to act by the ADMINISTRATOR, which is detrimental to the best interests of the School District. Reasons for discharge for cause will be given in writing to the ADMINISTRATOR, who will be entitled to notice of a hearing and a hearing before the BOARD to discuss the discharge. If the ADMINISTRATOR chooses to be accompanied by legal counsel, he will bear any costs involved therein. The BOARD hearing will be conducted in closed session. The BOARD will not arbitrarily or capriciously dismiss the ADMINISTRATOR.
- F. Failure to comply with the terms and conditions of this Agreement. The BOARD has the right to reassign the ADMINISTRATOR to other duties upon the recommendation of the Superintendent for the duration of the agreement term when such reassignment is in the best interests of the District. Nothing herein will prohibit the BOARD from suspending the ADMINISTRATOR without pay when the performance of the ADMINISTRATOR is justifiably questioned, pending the outcome of any inquiry.

19. EVALUATION - The BOARD and ADMINISTRATOR agree that there will be an annual evaluation of the ADMINISTRATOR'S performance under this Agreement. The

evaluation will consider, but not be limited to, an examination of attainment of goals, administration of personnel, rapport with the BOARD and Superintendent and other factors of appraisal that may be established by the parties. In the event that the Superintendent determines that the performance of the ADMINISTRATOR is unsatisfactory in any respect, she will describe in writing, in reasonable detail, specific instances of unsatisfactory performance. The evaluation will include recommendations as to areas of improvement in all instances where the Superintendent deems performance to be unsatisfactory. The ADMINISTRATOR will have the right to make a written reaction or response to the evaluation. This response will become a permanent attachment to the ADMINISTRATOR'S personnel file.

20. **PROFESSIONAL LIABILITY-** The BOARD agrees that it will defend, hold harmless, and indemnify the ADMINISTRATOR from any and all demands, claims, suits, actions and legal proceedings brought against the ADMINISTRATOR in his individual capacity, or in his official capacity as agent and employee of the BOARD provided the incident arose while the ADMINISTRATOR was acting within the scope of his employment and excluding criminal litigation and such liability coverage as is beyond the authority of the BOARD to provide under state law. Except that, in no case, will individual BOARD members be considered personally liable for indemnifying the ADMINISTRATOR against such demands, claims, suits, actions and legal proceedings.

21. **NOTICE-** Any notice or communication permitted or required under this Agreement will be in writing and will become effective on the day of mailing thereof by first class mail, registered or certified mail, postage prepaid, addressed:

If to the BOARD, to:

President
Board of Education
Community Consolidated School District 46
565 Frederick Road Grayslake, Illinois 60030

If to the ADMINISTRATOR, to:

David Dinsmore

(at the last address of the ADMINISTRATOR contained in official Business Office records of the BOARD).

22. MISCELLANEOUS

- A. This Agreement has been executed in Illinois, and will be governed in according to the laws of the state of Illinois in every respect.
- B. Section headings and numbers have been inserted for convenience of reference only, and if there will be any conflict between such headings or numbers and the text of this Agreement, the text will control.

- C. This Agreement may be executed in one or more counterparts, each of which will be considered an original, and all of which taken together will be considered one and the same instrument.
- D. This Agreement contains all the terms agreed upon by the parties with respect to the subject matter of this Agreement and supersedes all prior contracts, arrangements, and communications between the parties concerning such subject matter, whether oral or written.
- E. This Agreement will be binding upon and inure to the benefit of the ADMINISTRATOR, his successors, assigns, heirs, executors, and personal representatives, and will be binding upon, and inure to the benefit of the BOARD, its successors and assigns.
- F. Both parties have had the opportunity to seek the advice of counsel.
- G. No subsequent alteration, amendment, change, or addition to this Agreement, will be binding upon the parties unless reduced to writing and duly authorized and signed by each of them.
- H. The BOARD retains the right to appeal, change or modify any policies or procedures which it has adopted or may hereafter adopt, subject however, to restrictions contained in the Illinois School Code and other applicable law.
- I. If any section, provision, paragraph, phrase, clause or word contained herein is held to be void, invalid or contrary to law by a court of competent jurisdiction, it will be deemed removed herefrom, and the remainder of this Agreement will continue to have its intended full force and effect.

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.

Date: _____

By: _____
ADMINISTRATOR

BOARD OF EDUCATION,
 COMMUNITY CONSOLIDATED
 SCHOOL DISTRICT NO. 46

Date: _____

By: _____
PRESIDENT

ATTEST: _____

SECRETARY

ADMINISTRATIVE AGREEMENT (TRS)

THIS AGREEMENT made this **June 9, 2021**, by and between the BOARD OF EDUCATION OF COMMUNITY CONSOLIDATED SCHOOL DISTRICT 46 ("BOARD"), and **James Goschy** ("ADMINISTRATOR"), has been approved at the regular meeting of the BOARD held on **June 9, 2021**, and is appended to the Minutes of said meeting.

IT IS AGREED:

1. **EMPLOYMENT-** The ADMINISTRATOR is hereby hired and retained from July 1, **2021** through and including June 30, **2022**, as **Assistant Principal of Frederick School**. The work year of the ADMINISTRATOR will be 12 months per year including sick leave and vacation days. This Agreement will not be extended or renewed without the express, written consent of the parties.
2. **DUTIES-** The duties and responsibilities of the ADMINISTRATOR will be those incidental to the office of the ADMINISTRATOR, those set forth in the job description for the position of **Assistant Principal** (or, those duties contained in Board Policy, as adopted, and which may be amended from time to time), those obligations imposed by the laws of the State of Illinois upon the ADMINISTRATOR, and the performance of other professional duties customarily performed by an ADMINISTRATOR as from time to time may be assigned to the ADMINISTRATOR by the BOARD or Superintendent. The BOARD reserves the right to reassign the ADMINISTRATOR to different duties from time to time during the term of this Agreement, without loss of pay or notice of a hearing.
3. **SALARY-** In consideration of the annual salary of **Ninety one thousand two hundred twenty five Dollars (\$91,225.00)**, the ADMINISTRATOR agrees to devote such time, skill, labor and attention to his employment, during the term of this Agreement, in order to faithfully perform the duties of ADMINISTRATOR. Salary will be paid in equal semi-monthly installments in accordance with the BOARD policy governing payment of salary to the other members of the professional staff, less such amounts as required by law or provided for in this Agreement. The BOARD retains the right to adjust the annual salary and/or fringe benefits of the ADMINISTRATOR during the term of this Agreement, and thereafter, provided that any salary and/or fringe benefit(s) adjustments will not be lower than the annual salary and fringe benefits paid by the BOARD for the preceding contract year. Any adjustment in salary and/or fringe benefits made during the life of this Agreement will be in writing and will become a part of this Agreement. It is provided, however, that by doing so it will 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 provided both parties agree, and the agreement is reduced to writing.

4. **PROFESSIONAL DISTINCTION BONUS** – The BOARD will pay the ADMINISTRATOR a one-time Professional Distinction Bonus for service during the 2020-2021 school year in the amount of \$1,000 and in accordance with the terms and conditions applied to the payment of said bonus to the licensed teaching staff.
5. **HOSPITALIZATION/MAJOR MEDICAL INSURANCE-** The BOARD will provide and pay the entire premiums for hospitalization and major medical insurance for the ADMINISTRATOR if the ADMINISTRATOR elects to receive single coverage under an HMO (as defined by the contract of insurance then in effect) during the life of this Agreement, in accordance with the basic insurance coverage provided to other members of the professional staff. Alternatively, should the ADMINISTRATOR elect to receive single coverage under a PPO (as defined by the contract of insurance then in effect), the BOARD will provide and pay Ninety Five percent (95%) of the premiums for hospitalization and major medical, in accordance with the basic insurance coverage provided to other members of the professional staff.
6. **MEDICAL EXAMINATION-** During the term of this Agreement, the ADMINISTRATOR may be required to obtain a comprehensive medical examination, the cost of which will be paid by the BOARD. A copy of the examination or certificate of the physician certifying the physical ability of the ADMINISTRATOR to perform his essential job functions will be given to the President of the BOARD and the Superintendent. The physician performing the medical examination will be one licensed to practice medicine in all of its branches and will be chosen by the BOARD, or by mutual agreement of the BOARD and ADMINISTRATOR.
7. **SICK LEAVE-** The ADMINISTRATOR will be entitled to Fifteen (15) days of sick leave at full pay during each year. The ADMINISTRATOR will have the right, upon his resignation or retirement, to use any accumulated sick leave days for those purposes as may be permitted by law. Accumulated sick leave is not reimbursable upon termination from employment.
8. **VACATION AND PERSONAL LEAVE-** The ADMINISTRATOR will receive Twenty Five (25) work days of vacation annually, exclusive of weekends and BOARD approved holidays for twelve-month staff. Other spring, summer and winter non-student attendance periods will constitute work days unless specifically scheduled and credited toward the vacation listed above. All annual vacation will be deemed to have been earned on July 1st of each year of this Agreement. Vacation will be taken within Thirteen (13) months of the year in which it is earned with no more than Five (5) days

carried over from year-to-year. The parties expressly acknowledge and agree that this period of time provides the ADMINISTRATOR with a reasonable opportunity to take said unused vacation days. By executing this Agreement, the ADMINISTRATOR acknowledges and agrees that he has received notice of this provision. The ADMINISTRATOR will have no right to compensation for vacation days lost under this provision. The scheduling of more than five (5) consecutive vacation days will be by agreement between the Superintendent, the BOARD and the ADMINISTRATOR. Additionally, the ADMINISTRATOR will receive Three (3) work days of personal leave annually.

9. **TEACHERS' RETIREMENT SYSTEM CONTRIBUTION** - In addition to the salary paid to the ADMINISTRATOR by the BOARD as expressed in Section 4, the BOARD will pick up and pay on the ADMINISTRATOR'S behalf, his entire required retirement contribution to TRS pursuant to Sections 16-152 and 16-1 52.1 of the *Illinois Pension Code*. The BOARD will remit this contribution to TRS.
10. **TEACHERS' HEALTH INSURANCE SECURITY FUND CONTRIBUTION** - The BOARD will pay on behalf of the ADMINISTRATOR his required contribution to the Teachers' Health Insurance Security (THIS) fund. The BOARD will remit this contribution to TRS as the fund's collection agent. Payments made by the BOARD to TRS under this Section will not be reportable to TRS as creditable earnings and will be excluded from the ADMINISTRATOR'S taxable income.

The BOARD and the ADMINISTRATOR make no commitment or guarantee that the BOARD'S payment of the contribution limit will continue to be excludable from the ADMINISTRATOR'S gross income for federal or state income tax purposes or excludable by TRS from creditable earnings.

Because neither party can represent what position the IRS, or any other government entity, will take with respect to these payments and withholdings; it is mutually agreed that each side will be responsible for any costs for which it is legally responsible without indemnification or any other recourse from the other side. That is, if it is subsequently determined that the ADMINISTRATOR should have paid taxes on any portion of the contribution for which he did not pay taxes, the interest and penalties are the ADMINISTRATOR'S responsibility alone. If the BOARD is penalized for failing to withhold enough taxes based on the payroll information in its possession at the time of payment of the contribution, those penalties are the BOARD'S responsibility alone. Both the BOARD and the ADMINISTRATOR expressly waive the right to seek indemnification or reimbursement from the other as the result of any government decision on the taxability of these amounts. In the event the IRS, or any other government entity, determines that the ADMINISTRATOR owes more taxes, she has no right to seek additional sums from the BOARD.

11. **TERM LIFE INSURANCE**- The BOARD will provide and pay the premiums for a term life insurance policy for the ADMINISTRATOR during the term of this Contract in the amount

of \$50,000. The BOARD will assign the ownership of the term life insurance policy to a person or trust designated by the ADMINISTRATOR, and upon termination of this Contract will allow that owner to continue the life insurance policy at his/her own expense.

12. **RETIREMENT BENEFITS** – The ADMINISTRATOR may elect retirement benefits pursuant to the terms of Article V of the collective bargaining agreement between the BOARD and the GRAYSLAKE FEDERATION OF TEACHERS, IFT/AFT, provided the terms of Article V are in effect at the time notice of retirement is given and provided the ADMINISTRATOR meets all eligibility criteria for such benefits.
13. **MEMBERSHIP DUES-** With prior Superintendent and BOARD approval and upon proper substantiation, the ADMINISTRATOR will be reimbursed for the dues and membership fees for work-related national or state organization memberships and for local organizations to which they belong. This charge should fall within the parameters of the building budget.
14. **PROFESSIONAL ACTIVITIES-** The ADMINISTRATOR will be encouraged to attend appropriate professional meetings and continuing education at the local, state and national levels. With prior Superintendent and BOARD approval, the ADMINISTRATOR will be reimbursed for the cost of attendance at the meetings. This charge should fall within the parameters of the building budget.
15. **TRANSPORTATION EXPENSES-** As a condition of employment, the ADMINISTRATOR is required to have a personally owned automobile or other vehicle for use in his duties. The ADMINISTRATOR will bear all costs associated with the upkeep and maintenance of said vehicle including, but not limited to, license, sticker fees, fuel, repairs, parking, tolls and insurance. The BOARD will reimburse the ADMINISTRATOR during the term of this Agreement for necessary, work related automobile travel at the then applicable IRS reimbursement rate upon submission of appropriate substantiation of those expenses by the ADMINISTRATOR.
16. **BACKGROUND INVESTIGATION** - The BOARD is prohibited from knowingly employing a person who has been convicted of committing or attempting to commit certain criminal offenses. If the required fingerprint-based criminal background investigation is not completed at the time this Agreement is signed, and the subsequent investigation report reveals that there has been a prohibited conviction, this Agreement will immediately become null and void.
17. **TUITION REIMBURSEMENT-** The Board shall reimburse the full cost of graduate course tuition, including all required textbook fees, up to \$8,000 per ADMINISTRATOR, not to exceed \$24,000 per year contingent upon job retention in the District. Should the ADMINISTRATOR leave the District prior to three (3) full years of employment post tuition reimbursement, the ADMINISTRATOR agrees to repay the District based on the following schedule: 1 Year – 100% tuition payback, 2 Years – 50% tuition payback, and 3 Years – No payback necessary. In the event the yearly \$24,000 budgeted for professional growth is exceeded by claims, the following calculation will serve to determine the percentage reimbursement per ADMINISTRATOR total claim:

\$24,000/total professional growth dollar claims = %. Multiply the percentage calculated above by each ADMINISTRATOR'S total claim amount.

18. **TERMINATION OF AGREEMENT-** This Agreement may be terminated prior to June 30, 2022, by:

- A. Mutual agreement of the parties.
- B. Retirement.
- C. Resignation, provided, however, the ADMINISTRATOR gives the BOARD at least ninety (90) days prior written notice of the proposed resignation.
- D. Disability. In the event of disability by illness or incapacity, after the ADMINISTRATOR'S sick leave has been exhausted, the compensation will be reinstated after the ADMINISTRATOR has returned to employment and undertaken the full discharge of his duties. The BOARD may terminate this Agreement by written notice to the ADMINISTRATOR at any time after the ADMINISTRATOR has exhausted any accumulated sick leave and such other leave as may be available and has been absent from his employment for whatever cause for an additional continuous period of three (3) months. All obligations of the BOARD will cease upon such termination. If a question exists concerning the capacity of the ADMINISTRATOR to return to his duties the BOARD may require the ADMINISTRATOR to submit to a medical examination, to be performed by a doctor licensed to practice medicine. The BOARD and ADMINISTRATOR will mutually agree upon the physician who will conduct the examination. The examination will be done at the expense of the BOARD. The physician will limit his report to the issue of whether the ADMINISTRATOR has a continuing disability which prohibits him from performing his duties.
- E. Discharge for cause. "For cause" will mean any conduct, act, or failure to act by the ADMINISTRATOR, which is detrimental to the best interests of the School District. Reasons for discharge for cause will be given in writing to the ADMINISTRATOR, who will be entitled to notice of a hearing and a hearing before the BOARD to discuss the discharge. If the ADMINISTRATOR chooses to be accompanied by legal counsel, he will bear any costs involved therein. The BOARD hearing will be conducted in closed session. The BOARD will not arbitrarily or capriciously dismiss the ADMINISTRATOR.
- F. Failure to comply with the terms and conditions of this Agreement. The BOARD has the right to reassign the ADMINISTRATOR to other duties upon the recommendation of the Superintendent for the duration of the agreement term when such reassignment is in the best interests of the District. Nothing herein will prohibit the BOARD from suspending the ADMINISTRATOR without pay when the performance of the ADMINISTRATOR is justifiably questioned, pending the outcome of any inquiry.

19. **EVALUATION** - The BOARD and ADMINISTRATOR agree that there will be an annual evaluation of the ADMINISTRATOR'S performance under this Agreement. The

evaluation will consider, but not be limited to, an examination of attainment of goals, administration of personnel, rapport with the BOARD and Superintendent and other factors of appraisal that may be established by the parties. In the event that the Superintendent determines that the performance of the ADMINISTRATOR is unsatisfactory in any respect, she will describe in writing, in reasonable detail, specific instances of unsatisfactory performance. The evaluation will include recommendations as to areas of improvement in all instances where the Superintendent deems performance to be unsatisfactory. The ADMINISTRATOR will have the right to make a written reaction or response to the evaluation. This response will become a permanent attachment to the ADMINISTRATOR'S personnel file.

20. **PROFESSIONAL LIABILITY-** The BOARD agrees that it will defend, hold harmless, and indemnify the ADMINISTRATOR from any and all demands, claims, suits, actions and legal proceedings brought against the ADMINISTRATOR in his individual capacity, or in his official capacity as agent and employee of the BOARD provided the incident arose while the ADMINISTRATOR was acting within the scope of his employment and excluding criminal litigation and such liability coverage as is beyond the authority of the BOARD to provide under state law. Except that, in no case, will individual BOARD members be considered personally liable for indemnifying the ADMINISTRATOR against such demands, claims, suits, actions and legal proceedings.

21. **NOTICE-** Any notice or communication permitted or required under this Agreement will be in writing and will become effective on the day of mailing thereof by first class mail, registered or certified mail, postage prepaid, addressed:

If to the BOARD, to:

President
Board of Education
Community Consolidated School District 46
565 Frederick Road Grayslake, Illinois 60030

If to the ADMINISTRATOR, to:

James Goschy

(at the last address of the ADMINISTRATOR contained in official Business Office records of the BOARD).

22. MISCELLANEOUS

- A. This Agreement has been executed in Illinois, and will be governed in according to the laws of the state of Illinois in every respect.
- B. Section headings and numbers have been inserted for convenience of reference only, and if there will be any conflict between such headings or numbers and the text of this Agreement, the text will control.

- C. This Agreement may be executed in one or more counterparts, each of which will be considered an original, and all of which taken together will be considered one and the same instrument.
- D. This Agreement contains all the terms agreed upon by the parties with respect to the subject matter of this Agreement and supersedes all prior contracts, arrangements, and communications between the parties concerning such subject matter, whether oral or written.
- E. This Agreement will be binding upon and inure to the benefit of the ADMINISTRATOR, his successors, assigns, heirs, executors, and personal representatives, and will be binding upon, and inure to the benefit of the BOARD, its successors and assigns.
- F. Both parties have had the opportunity to seek the advice of counsel.
- G. No subsequent alteration, amendment, change, or addition to this Agreement, will be binding upon the parties unless reduced to writing and duly authorized and signed by each of them.
- H. The BOARD retains the right to appeal, change or modify any policies or procedures which it has adopted or may hereafter adopt, subject however, to restrictions contained in the Illinois School Code and other applicable law.
- I. If any section, provision, paragraph, phrase, clause or word contained herein is held to be void, invalid or contrary to law by a court of competent jurisdiction, it will be deemed removed herefrom, and the remainder of this Agreement will continue to have its intended full force and effect.

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.

Date: _____

By: _____
ADMINISTRATOR

BOARD OF EDUCATION,
 COMMUNITY CONSOLIDATED
 SCHOOL DISTRICT NO. 46

Date: _____

By: _____
PRESIDENT

ATTEST: _____

SECRETARY

ADMINISTRATIVE AGREEMENT (TRS)

THIS AGREEMENT made this **June 9, 2021**, by and between the BOARD OF EDUCATION OF COMMUNITY CONSOLIDATED SCHOOL DISTRICT 46 ("BOARD"), and **Aaron Gross** ("ADMINISTRATOR"), has been approved at the regular meeting of the BOARD held on **June 9, 2021**, and is appended to the Minutes of said meeting.

IT IS AGREED:

1. **EMPLOYMENT-** The ADMINISTRATOR is hereby hired and retained from July 1, **2021** through and including June 30, **2022**, as **Assistant Principal of Grayslake Middle School**. The work year of the ADMINISTRATOR will be 12 months per year including sick leave and vacation days. This Agreement will not be extended or renewed without the express, written consent of the parties.
2. **DUTIES-** The duties and responsibilities of the ADMINISTRATOR will be those incidental to the office of the ADMINISTRATOR, those set forth in the job description for the position of **Assistant Principal** (or, those duties contained in Board Policy, as adopted, and which may be amended from time to time), those obligations imposed by the laws of the State of Illinois upon the ADMINISTRATOR, and the performance of other professional duties customarily performed by an ADMINISTRATOR as from time to time may be assigned to the ADMINISTRATOR by the BOARD or Superintendent. The BOARD reserves the right to reassign the ADMINISTRATOR to different duties from time to time during the term of this Agreement, without loss of pay or notice of a hearing.
3. **SALARY-** In consideration of the annual salary of **Eighty eight thousand four hundred sixty two** Dollars (**\$88,462**), the ADMINISTRATOR agrees to devote such time, skill, labor and attention to his employment, during the term of this Agreement, in order to faithfully perform the duties of ADMINISTRATOR. Salary will be paid in equal semi-monthly installments in accordance with the BOARD policy governing payment of salary to the other members of the professional staff, less such amounts as required by law or provided for in this Agreement. The BOARD retains the right to adjust the annual salary and/or fringe benefits of the ADMINISTRATOR during the term of this Agreement, and thereafter, provided that any salary and/or fringe benefit(s) adjustments will not be lower than the annual salary and fringe benefits paid by the BOARD for the preceding contract year. Any adjustment in salary and/or fringe benefits made during the life of this Agreement will be in writing and will become a part of this Agreement. It is provided, however, that by doing so it will 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 provided both parties agree, and the agreement is reduced to writing.

4. **PROFESSIONAL DISTINCTION BONUS** – The BOARD will pay the ADMINISTRATOR a one-time Professional Distinction Bonus for service during the 2020-2021 school year in the amount of \$1,000 and in accordance with the terms and conditions applied to the payment of said bonus to the licensed teaching staff.
5. **HOSPITALIZATION/MAJOR MEDICAL INSURANCE-** The BOARD will provide and pay the entire premiums for hospitalization and major medical insurance for the ADMINISTRATOR if the ADMINISTRATOR elects to receive single coverage under an HMO (as defined by the contract of insurance then in effect) during the life of this Agreement, in accordance with the basic insurance coverage provided to other members of the professional staff. Alternatively, should the ADMINISTRATOR elect to receive single coverage under a PPO (as defined by the contract of insurance then in effect), the BOARD will provide and pay Ninety Five percent (95%) of the premiums for hospitalization and major medical, in accordance with the basic insurance coverage provided to other members of the professional staff.
6. **MEDICAL EXAMINATION-** During the term of this Agreement, the ADMINISTRATOR may be required to obtain a comprehensive medical examination, the cost of which will be paid by the BOARD. A copy of the examination or certificate of the physician certifying the physical ability of the ADMINISTRATOR to perform his essential job functions will be given to the President of the BOARD and the Superintendent. The physician performing the medical examination will be one licensed to practice medicine in all of its branches and will be chosen by the BOARD, or by mutual agreement of the BOARD and ADMINISTRATOR.
7. **SICK LEAVE-** The ADMINISTRATOR will be entitled to Fifteen (15) days of sick leave at full pay during each year. The ADMINISTRATOR will have the right, upon his resignation or retirement, to use any accumulated sick leave days for those purposes as may be permitted by law. Accumulated sick leave is not reimbursable upon termination from employment.
8. **VACATION AND PERSONAL LEAVE-** The ADMINISTRATOR will receive Twenty Five (25) work days of vacation annually, exclusive of weekends and BOARD approved holidays for twelve-month staff. Other spring, summer and winter non-student attendance periods will constitute work days unless specifically scheduled and credited toward the vacation listed above. All annual vacation will be deemed to have been earned on July 1st of each year of this Agreement. Vacation will be taken within Thirteen (13) months of the year in which it is earned with no more than Five (5) days

carried over from year-to-year. The parties expressly acknowledge and agree that this period of time provides the ADMINISTRATOR with a reasonable opportunity to take said unused vacation days. By executing this Agreement, the ADMINISTRATOR acknowledges and agrees that he has received notice of this provision. The ADMINISTRATOR will have no right to compensation for vacation days lost under this provision. The scheduling of more than five (5) consecutive vacation days will be by agreement between the Superintendent, the BOARD and the ADMINISTRATOR. Additionally, the ADMINISTRATOR will receive Three (3) work days of personal leave annually.

9. **TEACHERS' RETIREMENT SYSTEM CONTRIBUTION** - In addition to the salary paid to the ADMINISTRATOR by the BOARD as expressed in Section 4, the BOARD will pick up and pay on the ADMINISTRATOR'S behalf, his entire required retirement contribution to TRS pursuant to Sections 16-152 and 16-1 52.1 of the *Illinois Pension Code*. The BOARD will remit this contribution to TRS.
10. **TEACHERS' HEALTH INSURANCE SECURITY FUND CONTRIBUTION** - The BOARD will pay on behalf of the ADMINISTRATOR his required contribution to the Teachers' Health Insurance Security (THIS) fund. The BOARD will remit this contribution to TRS as the fund's collection agent. Payments made by the BOARD to TRS under this Section will not be reportable to TRS as creditable earnings and will be excluded from the ADMINISTRATOR'S taxable income.

The BOARD and the ADMINISTRATOR make no commitment or guarantee that the BOARD'S payment of the contribution limit will continue to be excludable from the ADMINISTRATOR'S gross income for federal or state income tax purposes or excludable by TRS from creditable earnings.

Because neither party can represent what position the IRS, or any other government entity, will take with respect to these payments and withholdings; it is mutually agreed that each side will be responsible for any costs for which it is legally responsible without indemnification or any other recourse from the other side. That is, if it is subsequently determined that the ADMINISTRATOR should have paid taxes on any portion of the contribution for which he did not pay taxes, the interest and penalties are the ADMINISTRATOR'S responsibility alone. If the BOARD is penalized for failing to withhold enough taxes based on the payroll information in its possession at the time of payment of the contribution, those penalties are the BOARD'S responsibility alone. Both the BOARD and the ADMINISTRATOR expressly waive the right to seek indemnification or reimbursement from the other as the result of any government decision on the taxability of these amounts. In the event the IRS, or any other government entity, determines that the ADMINISTRATOR owes more taxes, she has no right to seek additional sums from the BOARD.

11. **TERM LIFE INSURANCE**- The BOARD will provide and pay the premiums for a term life insurance policy for the ADMINISTRATOR during the term of this Contract in the amount

of \$50,000. The BOARD will assign the ownership of the term life insurance policy to a person or trust designated by the ADMINISTRATOR, and upon termination of this Contract will allow that owner to continue the life insurance policy at his/her own expense.

12. **RETIREMENT BENEFITS** – The ADMINISTRATOR may elect retirement benefits pursuant to the terms of Article V of the collective bargaining agreement between the BOARD and the GRAYSLAKE FEDERATION OF TEACHERS, IFT/AFT, provided the terms of Article V are in effect at the time notice of retirement is given and provided the ADMINISTRATOR meets all eligibility criteria for such benefits.
13. **MEMBERSHIP DUES-** With prior Superintendent and BOARD approval and upon proper substantiation, the ADMINISTRATOR will be reimbursed for the dues and membership fees for work-related national or state organization memberships and for local organizations to which they belong. This charge should fall within the parameters of the building budget.
14. **PROFESSIONAL ACTIVITIES-** The ADMINISTRATOR will be encouraged to attend appropriate professional meetings and continuing education at the local, state and national levels. With prior Superintendent and BOARD approval, the ADMINISTRATOR will be reimbursed for the cost of attendance at the meetings. This charge should fall within the parameters of the building budget.
15. **TRANSPORTATION EXPENSES-** As a condition of employment, the ADMINISTRATOR is required to have a personally owned automobile or other vehicle for use in his duties. The ADMINISTRATOR will bear all costs associated with the upkeep and maintenance of said vehicle including, but not limited to, license, sticker fees, fuel, repairs, parking, tolls and insurance. The BOARD will reimburse the ADMINISTRATOR during the term of this Agreement for necessary, work related automobile travel at the then applicable IRS reimbursement rate upon submission of appropriate substantiation of those expenses by the ADMINISTRATOR.
16. **BACKGROUND INVESTIGATION** - The BOARD is prohibited from knowingly employing a person who has been convicted of committing or attempting to commit certain criminal offenses. If the required fingerprint-based criminal background investigation is not completed at the time this Agreement is signed, and the subsequent investigation report reveals that there has been a prohibited conviction, this Agreement will immediately become null and void.
17. **TUITION REIMBURSEMENT-** The Board shall reimburse the full cost of graduate course tuition, including all required textbook fees, up to \$8,000 per ADMINISTRATOR, not to exceed \$24,000 per year contingent upon job retention in the District. Should the ADMINISTRATOR leave the District prior to three (3) full years of employment post tuition reimbursement, the ADMINISTRATOR agrees to repay the District based on the following schedule: 1 Year – 100% tuition payback, 2 Years – 50% tuition payback, and 3 Years – No payback necessary. In the event the yearly \$24,000 budgeted for professional growth is exceeded by claims, the following calculation will serve to determine the percentage reimbursement per ADMINISTRATOR total claim:

$\$24,000/\text{total professional growth dollar claims} = \%$. Multiply the percentage calculated above by each ADMINISTRATOR'S total claim amount.

18. TERMINATION OF AGREEMENT- This Agreement may be terminated prior to June 30, **2022**, by:

- A. Mutual agreement of the parties.
- B. Retirement.
- C. Resignation, provided, however, the ADMINISTRATOR gives the BOARD at least ninety (90) days prior written notice of the proposed resignation.
- D. Disability. In the event of disability by illness or incapacity, after the ADMINISTRATOR'S sick leave has been exhausted, the compensation will be reinstated after the ADMINISTRATOR has returned to employment and undertaken the full discharge of his duties. The BOARD may terminate this Agreement by written notice to the ADMINISTRATOR at any time after the ADMINISTRATOR has exhausted any accumulated sick leave and such other leave as may be available and has been absent from his employment for whatever cause for an additional continuous period of three (3) months. All obligations of the BOARD will cease upon such termination. If a question exists concerning the capacity of the ADMINISTRATOR to return to his duties the BOARD may require the ADMINISTRATOR to submit to a medical examination, to be performed by a doctor licensed to practice medicine. The BOARD and ADMINISTRATOR will mutually agree upon the physician who will conduct the examination. The examination will be done at the expense of the BOARD. The physician will limit his report to the issue of whether the ADMINISTRATOR has a continuing disability which prohibits him from performing his duties.
- E. Discharge for cause. "For cause" will mean any conduct, act, or failure to act by the ADMINISTRATOR, which is detrimental to the best interests of the School District. Reasons for discharge for cause will be given in writing to the ADMINISTRATOR, who will be entitled to notice of a hearing and a hearing before the BOARD to discuss the discharge. If the ADMINISTRATOR chooses to be accompanied by legal counsel, he will bear any costs involved therein. The BOARD hearing will be conducted in closed session. The BOARD will not arbitrarily or capriciously dismiss the ADMINISTRATOR.
- F. Failure to comply with the terms and conditions of this Agreement. The BOARD has the right to reassign the ADMINISTRATOR to other duties upon the recommendation of the Superintendent for the duration of the agreement term when such reassignment is in the best interests of the District. Nothing herein will prohibit the BOARD from suspending the ADMINISTRATOR without pay when the performance of the ADMINISTRATOR is justifiably questioned, pending the outcome of any inquiry.

19. EVALUATION - The BOARD and ADMINISTRATOR agree that there will be an annual evaluation of the ADMINISTRATOR'S performance under this Agreement. The

evaluation will consider, but not be limited to, an examination of attainment of goals, administration of personnel, rapport with the BOARD and Superintendent and other factors of appraisal that may be established by the parties. In the event that the Superintendent determines that the performance of the ADMINISTRATOR is unsatisfactory in any respect, she will describe in writing, in reasonable detail, specific instances of unsatisfactory performance. The evaluation will include recommendations as to areas of improvement in all instances where the Superintendent deems performance to be unsatisfactory. The ADMINISTRATOR will have the right to make a written reaction or response to the evaluation. This response will become a permanent attachment to the ADMINISTRATOR'S personnel file.

20. **PROFESSIONAL LIABILITY-** The BOARD agrees that it will defend, hold harmless, and indemnify the ADMINISTRATOR from any and all demands, claims, suits, actions and legal proceedings brought against the ADMINISTRATOR in his individual capacity, or in his official capacity as agent and employee of the BOARD provided the incident arose while the ADMINISTRATOR was acting within the scope of his employment and excluding criminal litigation and such liability coverage as is beyond the authority of the BOARD to provide under state law. Except that, in no case, will individual BOARD members be considered personally liable for indemnifying the ADMINISTRATOR against such demands, claims, suits, actions and legal proceedings.

21. **NOTICE-** Any notice or communication permitted or required under this Agreement will be in writing and will become effective on the day of mailing thereof by first class mail, registered or certified mail, postage prepaid, addressed:

If to the BOARD, to:

President
Board of Education
Community Consolidated School District 46
565 Frederick Road Grayslake, Illinois 60030

If to the ADMINISTRATOR, to:

Aaron Gross

(at the last address of the ADMINISTRATOR contained in official Business Office records of the BOARD).

22. MISCELLANEOUS

- A. This Agreement has been executed in Illinois, and will be governed in accordance to the laws of the state of Illinois in every respect.
- B. Section headings and numbers have been inserted for convenience of reference only, and if there will be any conflict between such headings or numbers and the text of this Agreement, the text will control.

- C. This Agreement may be executed in one or more counterparts, each of which will be considered an original, and all of which taken together will be considered one and the same instrument.
- D. This Agreement contains all the terms agreed upon by the parties with respect to the subject matter of this Agreement and supersedes all prior contracts, arrangements, and communications between the parties concerning such subject matter, whether oral or written.
- E. This Agreement will be binding upon and inure to the benefit of the ADMINISTRATOR, his successors, assigns, heirs, executors, and personal representatives, and will be binding upon, and inure to the benefit of the BOARD, its successors and assigns.
- F. Both parties have had the opportunity to seek the advice of counsel.
- G. No subsequent alteration, amendment, change, or addition to this Agreement, will be binding upon the parties unless reduced to writing and duly authorized and signed by each of them.
- H. The BOARD retains the right to appeal, change or modify any policies or procedures which it has adopted or may hereafter adopt, subject however, to restrictions contained in the Illinois School Code and other applicable law.
- I. If any section, provision, paragraph, phrase, clause or word contained herein is held to be void, invalid or contrary to law by a court of competent jurisdiction, it will be deemed removed herefrom, and the remainder of this Agreement will continue to have its intended full force and effect.

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.

Date: _____

By: _____

ADMINISTRATOR

BOARD OF EDUCATION,
COMMUNITY CONSOLIDATED
SCHOOL DISTRICT NO. 46

Date: _____

By: _____

PRESIDENT

ATTEST: _____

SECRETARY

ADMINISTRATIVE AGREEMENT (IMRF)

THIS AGREEMENT made this **June 9, 2021**, by and between the BOARD OF EDUCATION OF COMMUNITY CONSOLIDATED SCHOOL DISTRICT 46 ("BOARD"), and **Adam Halperin** ("ADMINISTRATOR"), has been approved at the regular meeting of the BOARD held on **June 9, 2021**, and is appended to the Minutes of said meeting.

IT IS AGREED:

- 1. EMPLOYMENT-** The ADMINISTRATOR is hereby hired and retained from July 1, 2021 through and including June 30, 2022, as **Director of Buildings & Grounds**. The work year of the ADMINISTRATOR will be 12 months per year including sick leave and vacation days. This Agreement will not be extended or renewed without the express, written consent of the parties.
- 2. DUTIES-** The duties and responsibilities of the ADMINISTRATOR will be those incidental to the position of the ADMINISTRATOR, those set forth in the job description for the position **Director of Buildings & Grounds** (or, those duties contained in Board Policy, as adopted, and which may be amended from time to time), those obligations imposed by the laws of the State of Illinois upon the ADMINISTRATOR, and the performance of other professional duties customarily performed by an ADMINISTRATOR as from time to time may be assigned to the ADMINISTRATOR by the BOARD or Superintendent. The BOARD reserves the right to reassign the ADMINISTRATOR to different duties from time to time during the term of this Agreement, without loss of pay or notice of a hearing.
- 3. SALARY-** In consideration of the annual salary of **Ninety six thousand seven hundred seventy three Dollars (\$96,773)**, the ADMINISTRATOR agrees to devote such time, skill, labor and attention to his employment, during the term of this Agreement, in order to faithfully perform the duties of ADMINISTRATOR. Salary will be paid in equal semi-monthly installments in accordance with the BOARD policy governing payment of salary to the other members of the professional staff, less such amounts as required by law or provided for in this Agreement. The BOARD retains the right to adjust the annual salary and/or fringe benefits of the ADMINISTRATOR during the term of this Agreement, and thereafter, provided that any salary and/or fringe benefit(s) adjustments will not be lower than the annual salary and fringe benefits paid by the BOARD for the preceding contract year. Any adjustment in salary and/or fringe benefits made during the life of this Agreement will be in writing and will become a part of this Agreement. It is provided, however, that by doing so it will 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 provided both parties agree, and the agreement is reduced to writing.

4. **PROFESSIONAL DISTINCTION BONUS** – The BOARD will pay the ADMINISTRATOR a one-time Professional Distinction Bonus for service during the 2020-2021 school year in the amount of \$1,000 and in accordance with the terms and conditions applied to the payment of said bonus to the licensed teaching staff.
5. **HOSPITALIZATION/MAJOR MEDICAL INSURANCE-** The BOARD will provide and pay the entire premiums for hospitalization and major medical insurance for the ADMINISTRATOR if the ADMINISTRATOR elects to receive single coverage under an HMO (as defined by the contract of insurance then in effect) during the life of this Agreement, in accordance with the basic insurance coverage provided to other members of the professional staff. Alternatively, should the ADMINISTRATOR elect to receive single coverage under a PPO (as defined by the contract of insurance then in effect), the BOARD will provide and pay Ninety Five percent (95%) of the premiums for hospitalization and major medical, in accordance with the basic insurance coverage provided to other members of the professional staff.
6. **MEDICAL EXAMINATION-** During the term of this Agreement, the ADMINISTRATOR may be required to obtain a comprehensive medical examination, the cost of which will be paid by the BOARD. A copy of the examination or certificate of the physician certifying the physical ability of the ADMINISTRATOR to perform his essential job functions will be given to the President of the BOARD and the Superintendent. The physician performing the medical examination will be one licensed to practice medicine in all of its branches and will be chosen by the BOARD, or by mutual agreement of the BOARD and ADMINISTRATOR.
7. **SICK LEAVE-** The ADMINISTRATOR will be entitled to Fifteen (15) days of sick leave at full pay during each year. The ADMINISTRATOR will have the right, upon his resignation or retirement, to use any accumulated sick leave days for those purposes as may be permitted by law. Accumulated sick leave is not reimbursable upon termination from employment.
8. **VACATION AND PERSONAL LEAVE-** The ADMINISTRATOR will receive Twenty Five (25) work days of vacation annually, exclusive of weekends and BOARD approved holidays for twelve-month staff. Other spring, summer and winter non-student attendance periods will constitute work days unless specifically scheduled and credited toward the vacation listed above. All annual vacation will be deemed to have been earned on July 1st of each year of this Agreement. Vacation will be taken within Thirteen (13) months of the year in which it is earned with no more than Five (5) days carried over from year-to-year. The parties expressly acknowledge and agree that this period of time provides the ADMINISTRATOR with a reasonable opportunity to take said unused vacation days. By executing this Agreement, the ADMINISTRATOR

acknowledges and agrees that he has received notice of this provision. The ADMINISTRATOR will have no right to compensation for vacation days lost under this provision. The scheduling of more than five (5) consecutive vacation days will be by agreement between the Superintendent, the BOARD and the ADMINISTRATOR. Additionally, the ADMINISTRATOR will receive Three (3) work days of personal leave annually.

9. **IMRF CONTRIBUTION** - The BOARD will pay and remit to IMRF all required employer contributions and all required employer "pick-ups" of employee contributions in accordance with Article 7 of the *Illinois Pension Code*. The Board will withhold and remit to IMRF all employee elective contributions under Section 7-173 of the *Illinois Pension Code*.
10. **TERM LIFE INSURANCE**- The BOARD will provide and pay the premiums for a term life insurance policy for the ADMINISTRATOR during the term of this Contract in the amount of \$50,000. The BOARD will assign the ownership of the term life insurance policy to a person or trust designated by the ADMINISTRATOR, and upon termination of this Contract will allow that owner to continue the life insurance policy at his/her own expense.
11. **MEMBERSHIP DUES**- With prior Superintendent and BOARD approval and upon proper substantiation, the ADMINISTRATOR will be reimbursed for the dues and membership fees for work-related national or state organization memberships and for local organizations to which they belong. This charge should fall within the parameters of the building budget.
12. **PROFESSIONAL ACTIVITIES**- The ADMINISTRATOR will be encouraged to attend appropriate professional meetings and continuing education at the local, state and national levels. With prior Superintendent and BOARD approval, the ADMINISTRATOR will be reimbursed for the cost of attendance at the meetings. This charge should fall within the parameters of the building budget.
13. **TRANSPORTATION EXPENSES**- As a condition of employment, the ADMINISTRATOR is required to have a personally owned automobile or other vehicle for use in his duties. The ADMINISTRATOR will bear all costs associated with the upkeep and maintenance of said vehicle including, but not limited to, license, sticker fees, fuel, repairs, parking, tolls and insurance. The BOARD will reimburse the ADMINISTRATOR during the term of this Agreement for necessary, work related automobile travel at the then applicable IRS reimbursement rate upon submission of appropriate substantiation of those expenses by the ADMINISTRATOR.
14. **BACKGROUND INVESTIGATION** - The BOARD is prohibited from knowingly employing a person who has been convicted of committing or attempting to commit certain criminal offenses. If the required fingerprint-based criminal background investigation is not completed at the time this Agreement is signed, and the subsequent investigation report reveals that there has been a prohibited conviction, this Agreement will immediately become null and void.
15. **TERMINATION OF AGREEMENT**- This Agreement may be terminated prior to June 30,

2022, by:

- A. Mutual agreement of the parties.
- B. Retirement.
- C. Resignation, provided, however, the ADMINISTRATOR gives the BOARD at least ninety (90) days prior written notice of the proposed resignation.
- D. Disability. In the event of disability by illness or incapacity, after the ADMINISTRATOR'S sick leave has been exhausted, the compensation will be reinstated after the ADMINISTRATOR has returned to employment and undertaken the full discharge of his duties. The BOARD may terminate this Agreement by written notice to the ADMINISTRATOR at any time after the ADMINISTRATOR has exhausted any accumulated sick leave and such other leave as may be available and has been absent from his employment for whatever cause for an additional continuous period of three (3) months. All obligations of the BOARD will cease upon such termination. If a question exists concerning the capacity of the ADMINISTRATOR to return to his duties the BOARD may require the ADMINISTRATOR to submit to a medical examination, to be performed by a doctor licensed to practice medicine. The BOARD and ADMINISTRATOR will mutually agree upon the physician who will conduct the examination. The examination will be done at the expense of the BOARD. The physician will limit his report to the issue of whether the ADMINISTRATOR has a continuing disability which prohibits him from performing his duties.
- E. Discharge for cause. "For cause" will mean any conduct, act, or failure to act by the ADMINISTRATOR, which is detrimental to the best interests of the School District. Reasons for discharge for cause will be given in writing to the ADMINISTRATOR, who will be entitled to notice of a hearing and a hearing before the BOARD to discuss the discharge. If the ADMINISTRATOR chooses to be accompanied by legal counsel, he will bear any costs involved therein. The BOARD hearing will be conducted in closed session. The BOARD will not arbitrarily or capriciously dismiss the ADMINISTRATOR.
- F. Failure to comply with the terms and conditions of this Agreement. The BOARD has the right to reassign the ADMINISTRATOR to other duties upon the recommendation of the Superintendent for the duration of the agreement term when such reassignment is in the best interests of the District. Nothing herein will prohibit the BOARD from suspending the ADMINISTRATOR without pay when the performance of the ADMINISTRATOR is justifiably questioned, pending the outcome of any inquiry.

16. **EVALUATION** - The BOARD and ADMINISTRATOR agree that there will be an annual evaluation of the ADMINISTRATOR'S performance under this Agreement. The evaluation will consider, but not be limited to, an examination of attainment of goals, administration of personnel, rapport with the BOARD and Superintendent and other factors of appraisal that may be established by the parties. In the event that the Superintendent determines that the performance of the ADMINISTRATOR is unsatisfactory in any respect, she will describe in writing, in reasonable detail, specific

instances of unsatisfactory performance. The evaluation will include recommendations as to areas of improvement in all instances where the Superintendent deems performance to be unsatisfactory. The ADMINISTRATOR will have the right to make a written reaction or response to the evaluation. This response will become a permanent attachment to the ADMINISTRATOR'S personnel file.

17. **PROFESSIONAL LIABILITY-** The BOARD agrees that it will defend, hold harmless, and indemnify the ADMINISTRATOR from any and all demands, claims, suits, actions and legal proceedings brought against the ADMINISTRATOR in his individual capacity, or in his official capacity as agent and employee of the BOARD provided the incident arose while the ADMINISTRATOR was acting within the scope of his employment and excluding criminal litigation and such liability coverage as is beyond the authority of the BOARD to provide under state law. Except that, in no case, will individual BOARD members be considered personally liable for indemnifying the ADMINISTRATOR against such demands, claims, suits, actions and legal proceedings.
18. **NOTICE-** Any notice or communication permitted or required under this Agreement will be in writing and will become effective on the day of mailing thereof by first class mail, registered or certified mail, postage prepaid, addressed:

If to the BOARD, to:

President
Board of Education
Community Consolidated School District 46
565 Frederick Road Grayslake, Illinois 60030

If to the ADMINISTRATOR, to:

Adam Halperin

(at the last address of the ADMINISTRATOR contained in official Business Office records of the BOARD).

19. MISCELLANEOUS

- A. This Agreement has been executed in Illinois, and will be governed in according to the laws of the state of Illinois in every respect.
- B. Section headings and numbers have been inserted for convenience of reference only, and if there will be any conflict between such headings or numbers and the text of this Agreement, the text will control.
- C. This Agreement may be executed in one or more counterparts, each of which will be considered an original, and all of which taken together will be considered one and the same instrument.
- D. This Agreement contains all the terms agreed upon by the parties with respect to the subject matter of this Agreement and supersedes all prior contracts,

arrangements, and communications between the parties concerning such subject matter, whether oral or written.

- E. This Agreement will be binding upon and inure to the benefit of the ADMINISTRATOR, his successors, assigns, heirs, executors, and personal representatives, and will be binding upon, and inure to the benefit of the BOARD, its successors and assigns.
- F. Both parties have had the opportunity to seek the advice of counsel.
- G. No subsequent alteration, amendment, change, or addition to this Agreement, will be binding upon the parties unless reduced to writing and duly authorized and signed by each of them.
- H. The BOARD retains the right to appeal, change or modify any policies or procedures which it has adopted or may hereafter adopt, subject however, to restrictions contained in the Illinois School Code and other applicable law.
- I. If any section, provision, paragraph, phrase, clause or word contained herein is held to be void, invalid or contrary to law by a court of competent jurisdiction, it will be deemed removed herefrom, and the remainder of this Agreement will continue to have its intended full force and effect.

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.

Date: _____

By: _____
ADMINISTRATOR

BOARD OF EDUCATION,
COMMUNITY CONSOLIDATED
SCHOOL DISTRICT NO. 46

Date: _____

By: _____
PRESIDENT

ATTEST: _____
SECRETARY

ADMINISTRATIVE AGREEMENT (TRS)

THIS AGREEMENT made this **June 9, 2021**, by and between the BOARD OF EDUCATION OF COMMUNITY CONSOLIDATED SCHOOL DISTRICT 46 ("BOARD"), and **Heather Lorenzo** ("ADMINISTRATOR"), has been approved at the regular meeting of the BOARD held on **June 9, 2021**, and is appended to the Minutes of said meeting.

IT IS AGREED:

1. **EMPLOYMENT-** The ADMINISTRATOR is hereby hired and retained from July 1, **2021** through and including June 30, **2023**, as **Director of Pupil Services**. The work year of the ADMINISTRATOR will be 12 months per year including sick leave and vacation days. This Agreement will not be extended or renewed without the express, written consent of the parties.
2. **DUTIES-** The duties and responsibilities of the ADMINISTRATOR will be those incidental to the office of the ADMINISTRATOR, those set forth in the job description for the position of **Director of Pupil Services** (or, those duties contained in Board Policy, as adopted, and which may be amended from time to time), those obligations imposed by the laws of the State of Illinois upon the ADMINISTRATOR, and the performance of other professional duties customarily performed by an ADMINISTRATOR as from time to time may be assigned to the ADMINISTRATOR by the BOARD or Superintendent. The BOARD reserves the right to reassign the ADMINISTRATOR to different duties from time to time during the term of this Agreement, without loss of pay or notice of a hearing.
3. **SALARY-** For the period July 1, **2021** through June 30, **2022**, the BOARD will pay the ADMINISTRATOR the salary of **One hundred seventeen thousand seven hundred thirty eight** Dollars (**\$117,738**). For the period of July 1, **2022** through June 30, **2023**, the BOARD will pay the ADMINISTRATOR a salary increase over the prior year salary equal to the negotiated salary increase provided to members of the Grayslake Federation of Teachers for such period. The ADMINISTRATOR agrees to devote such time, skill, labor and attention to his employment, during the term of this Agreement, in order to faithfully perform the duties of ADMINISTRATOR. Salary will be paid in equal semi-monthly installments in accordance with the BOARD policy governing payment of salary to the other members of the professional staff, less such amounts as required by law or provided for in this Agreement. The BOARD retains the right to adjust the annual salary and/or fringe benefits of the ADMINISTRATOR during the term of this Agreement, and thereafter, provided that any salary and/or fringe benefit(s) adjustments will not be lower than the annual salary and fringe benefits paid by the BOARD for the preceding

contract year. Any adjustment in salary and/or fringe benefits made during the life of this Agreement will be in writing and will become a part of this Agreement. It is provided, however, that by doing so it will 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 provided both parties agree, and the agreement is reduced to writing.

4. **PROFESSIONAL DISTINCTION BONUS** – The BOARD will pay the ADMINISTRATOR a one-time Professional Distinction Bonus for service during the 2020-2021 school year in the amount of \$1,000 and in accordance with the terms and conditions applied to the payment of said bonus to the licensed teaching staff.
5. **HOSPITALIZATION/MAJOR MEDICAL INSURANCE-** The BOARD will provide and pay the entire premiums for hospitalization and major medical insurance for the ADMINISTRATOR if the ADMINISTRATOR elects to receive single coverage under an HMO (as defined by the contract of insurance then in effect) during the life of this Agreement, in accordance with the basic insurance coverage provided to other members of the professional staff. Alternatively, should the ADMINISTRATOR elect to receive single coverage under a PPO (as defined by the contract of insurance then in effect), the BOARD will provide and pay Ninety Five percent (95%) of the premiums for hospitalization and major medical, in accordance with the basic insurance coverage provided to other members of the professional staff.
6. **MEDICAL EXAMINATION-** During the term of this Agreement, the ADMINISTRATOR may be required to obtain a comprehensive medical examination, the cost of which will be paid by the BOARD. A copy of the examination or certificate of the physician certifying the physical ability of the ADMINISTRATOR to perform his essential job functions will be given to the President of the BOARD and the Superintendent. The physician performing the medical examination will be one licensed to practice medicine in all of its branches and will be chosen by the BOARD, or by mutual agreement of the BOARD and ADMINISTRATOR.
7. **SICK LEAVE-** The ADMINISTRATOR will be entitled to Fifteen (15) days of sick leave at full pay during each year. The ADMINISTRATOR will have the right, upon his resignation or retirement, to use any accumulated sick leave days for those purposes as may be permitted by law. Accumulated sick leave is not reimbursable upon termination from employment.
8. **VACATION AND PERSONAL LEAVE-** The ADMINISTRATOR will receive Twenty Five (25) work days of vacation annually, exclusive of weekends and BOARD approved holidays for twelve-month staff. Other spring, summer and winter non-student

attendance periods will constitute work days unless specifically scheduled and credited toward the vacation listed above. All annual vacation will be deemed to have been earned on July 1st of each year of this Agreement. Vacation will be taken within Thirteen (13) months of the year in which it is earned with no more than Five (5) days carried over from year-to-year. The parties expressly acknowledge and agree that this period of time provides the ADMINISTRATOR with a reasonable opportunity to take said unused vacation days. By executing this Agreement, the ADMINISTRATOR acknowledges and agrees that he has received notice of this provision. The ADMINISTRATOR will have no right to compensation for vacation days lost under this provision. The scheduling of more than five (5) consecutive vacation days will be by agreement between the Superintendent, the BOARD and the ADMINISTRATOR. Additionally, the ADMINISTRATOR will receive Three (3) work days of personal leave annually.

9. **TEACHERS' RETIREMENT SYSTEM CONTRIBUTION** - In addition to the salary paid to the ADMINISTRATOR by the BOARD as expressed in Section 4, the BOARD will pick up and pay on the ADMINISTRATOR'S behalf, his entire required retirement contribution to TRS pursuant to Sections 16-152 and 16-1 52.1 of the *Illinois Pension Code*. The BOARD will remit this contribution to TRS.

10. **TEACHERS' HEALTH INSURANCE SECURITY FUND CONTRIBUTION** - The BOARD will pay on behalf of the ADMINISTRATOR his required contribution to the Teachers' Health Insurance Security (THIS) fund. The BOARD will remit this contribution to TRS as the fund's collection agent. Payments made by the BOARD to TRS under this Section will not be reportable to TRS as creditable earnings and will be excluded from the ADMINISTRATOR'S taxable income.

The BOARD and the ADMINISTRATOR make no commitment or guarantee that the BOARD'S payment of the contribution limit will continue to be excludable from the ADMINISTRATOR'S gross income for federal or state income tax purposes or excludable by TRS from creditable earnings.

Because neither party can represent what position the IRS, or any other government entity, will take with respect to these payments and withholdings; it is mutually agreed that each side will be responsible for any costs for which it is legally responsible without indemnification or any other recourse from the other side. That is, if it is subsequently determined that the ADMINISTRATOR should have paid taxes on any portion of the contribution for which he did not pay taxes, the interest and penalties are the ADMINISTRATOR'S responsibility alone. If the BOARD is penalized for failing to withhold enough taxes based on the payroll information in its possession at the time of payment of the contribution, those penalties are the BOARD'S responsibility alone. Both the BOARD and the ADMINISTRATOR expressly waive the right to seek indemnification or reimbursement from the other as the result of any government decision on the taxability of these amounts. In the event the IRS, or any other government entity, determines that the ADMINISTRATOR owes more taxes, she has no right to seek

additional sums from the BOARD.

11. **TERM LIFE INSURANCE-** The BOARD will provide and pay the premiums for a term life insurance policy for the ADMINISTRATOR during the term of this Contract in the amount of \$50,000. The BOARD will assign the ownership of the term life insurance policy to a person or trust designated by the ADMINISTRATOR, and upon termination of this Contract will allow that owner to continue the life insurance policy at his/her own expense.
12. **RETIREMENT BENEFITS** – The ADMINISTRATOR may elect retirement benefits pursuant to the terms of Article V of the collective bargaining agreement between the BOARD and the GRAYSLAKE FEDERATION OF TEACHERS, IFT/AFT, provided the terms of Article V are in effect at the time notice of retirement is given and provided the ADMINISTRATOR meets all eligibility criteria for such benefits.
13. **MEMBERSHIP DUES-** With prior Superintendent and BOARD approval and upon proper substantiation, the ADMINISTRATOR will be reimbursed for the dues and membership fees for work-related national or state organization memberships and for local organizations to which they belong. This charge should fall within the parameters of the building budget.
14. **PROFESSIONAL ACTIVITIES-** The ADMINISTRATOR will be encouraged to attend appropriate professional meetings and continuing education at the local, state and national levels. With prior Superintendent and BOARD approval, the ADMINISTRATOR will be reimbursed for the cost of attendance at the meetings. This charge should fall within the parameters of the building budget.
15. **TRANSPORTATION EXPENSES-** As a condition of employment, the ADMINISTRATOR is required to have a personally owned automobile or other vehicle for use in his duties. The ADMINISTRATOR will bear all costs associated with the upkeep and maintenance of said vehicle including, but not limited to, license, sticker fees, fuel, repairs, parking, tolls and insurance. The BOARD will reimburse the ADMINISTRATOR during the term of this Agreement for necessary, work related automobile travel at the then applicable IRS reimbursement rate upon submission of appropriate substantiation of those expenses by the ADMINISTRATOR.
16. **BACKGROUND INVESTIGATION** - The BOARD is prohibited from knowingly employing a person who has been convicted of committing or attempting to commit certain criminal offenses. If the required fingerprint-based criminal background investigation is not completed at the time this Agreement is signed, and the subsequent investigation report reveals that there has been a prohibited conviction, this Agreement will immediately become null and void.
17. **TUITION REIMBURSEMENT-** The Board shall reimburse the full cost of graduate course tuition, including all required textbook fees, up to \$8,000 per ADMINISTRATOR, not to exceed \$24,000 per year contingent upon job retention in the District. Should the ADMINISTRATOR leave the District prior to three (3) full years of employment post tuition reimbursement, the ADMINISTRATOR agrees to repay the District based on the

following schedule: 1 Year – 100% tuition payback, 2 Years – 50% tuition payback, and 3 Years – No payback necessary. In the event the yearly \$24,000 budgeted for professional growth is exceeded by claims, the following calculation will serve to determine the percentage reimbursement per ADMINISTRATOR total claim: \$24,000/total professional growth dollar claims = %. Multiply the percentage calculated above by each ADMINISTRATOR'S total claim amount.

18. **TERMINATION OF AGREEMENT-** This Agreement may be terminated prior to June 30, 2023, by:
- A. Mutual agreement of the parties.
 - B. Retirement.
 - C. Resignation, provided, however, the ADMINISTRATOR gives the BOARD at least ninety (90) days prior written notice of the proposed resignation.
 - D. Disability. In the event of disability by illness or incapacity, after the ADMINISTRATOR'S sick leave has been exhausted, the compensation will be reinstated after the ADMINISTRATOR has returned to employment and undertaken the full discharge of his duties. The BOARD may terminate this Agreement by written notice to the ADMINISTRATOR at any time after the ADMINISTRATOR has exhausted any accumulated sick leave and such other leave as may be available and has been absent from his employment for whatever cause for an additional continuous period of three (3) months. All obligations of the BOARD will cease upon such termination. If a question exists concerning the capacity of the ADMINISTRATOR to return to his duties the BOARD may require the ADMINISTRATOR to submit to a medical examination, to be performed by a doctor licensed to practice medicine. The BOARD and ADMINISTRATOR will mutually agree upon the physician who will conduct the examination. The examination will be done at the expense of the BOARD. The physician will limit his report to the issue of whether the ADMINISTRATOR has a continuing disability which prohibits him from performing his duties.
 - E. Discharge for cause. "For cause" will mean any conduct, act, or failure to act by the ADMINISTRATOR, which is detrimental to the best interests of the School District. Reasons for discharge for cause will be given in writing to the ADMINISTRATOR, who will be entitled to notice of a hearing and a hearing before the BOARD to discuss the discharge. If the ADMINISTRATOR chooses to be accompanied by legal counsel, he will bear any costs involved therein. The BOARD hearing will be conducted in closed session. The BOARD will not arbitrarily or capriciously dismiss the ADMINISTRATOR.
 - F. Failure to comply with the terms and conditions of this Agreement. The BOARD has the right to reassign the ADMINISTRATOR to other duties upon the recommendation of the Superintendent for the duration of the agreement term when such reassignment is in the best interests of the District. Nothing herein will prohibit the BOARD from suspending the ADMINISTRATOR without pay when the performance of the ADMINISTRATOR is justifiably questioned, pending the outcome of any inquiry.

19. **EVALUATION** - The BOARD and ADMINISTRATOR agree that there will be an annual evaluation of the ADMINISTRATOR'S performance under this Agreement. The evaluation will consider, but not be limited to, an examination of attainment of goals, administration of personnel, rapport with the BOARD and Superintendent and other factors of appraisal that may be established by the parties. In the event that the Superintendent determines that the performance of the ADMINISTRATOR is unsatisfactory in any respect, she will describe in writing, in reasonable detail, specific instances of unsatisfactory performance. The evaluation will include recommendations as to areas of improvement in all instances where the Superintendent deems performance to be unsatisfactory. The ADMINISTRATOR will have the right to make a written reaction or response to the evaluation. This response will become a permanent attachment to the ADMINISTRATOR'S personnel file.

20. **PROFESSIONAL LIABILITY**- The BOARD agrees that it will defend, hold harmless, and indemnify the ADMINISTRATOR from any and all demands, claims, suits, actions and legal proceedings brought against the ADMINISTRATOR in his individual capacity, or in his official capacity as agent and employee of the BOARD provided the incident arose while the ADMINISTRATOR was acting within the scope of his employment and excluding criminal litigation and such liability coverage as is beyond the authority of the BOARD to provide under state law. Except that, in no case, will individual BOARD members be considered personally liable for indemnifying the ADMINISTRATOR against such demands, claims, suits, actions and legal proceedings.

21. **NOTICE**- Any notice or communication permitted or required under this Agreement will be in writing and will become effective on the day of mailing thereof by first class mail, registered or certified mail, postage prepaid, addressed:

If to the BOARD, to:

President
Board of Education
Community Consolidated School District 46
565 Frederick Road Grayslake, Illinois 60030

If to the ADMINISTRATOR, to:

Heather Lorenzo

(at the last address of the ADMINISTRATOR contained in official Business Office records of the BOARD).

22. MISCELLANEOUS

- A. This Agreement has been executed in Illinois, and will be governed in according to the laws of the state of Illinois in every respect.

- B. Section headings and numbers have been inserted for convenience of reference only, and if there will be any conflict between such headings or numbers and the text of this Agreement, the text will control.
- C. This Agreement may be executed in one or more counterparts, each of which will be considered an original, and all of which taken together will be considered one and the same instrument.
- D. This Agreement contains all the terms agreed upon by the parties with respect to the subject matter of this Agreement and supersedes all prior contracts, arrangements, and communications between the parties concerning such subject matter, whether oral or written.
- E. This Agreement will be binding upon and inure to the benefit of the ADMINISTRATOR, his successors, assigns, heirs, executors, and personal representatives, and will be binding upon, and inure to the benefit of the BOARD, its successors and assigns.
- F. Both parties have had the opportunity to seek the advice of counsel.
- G. No subsequent alteration, amendment, change, or addition to this Agreement, will be binding upon the parties unless reduced to writing and duly authorized and signed by each of them.
- H. The BOARD retains the right to appeal, change or modify any policies or procedures which it has adopted or may hereafter adopt, subject however, to restrictions contained in the Illinois School Code and other applicable law.
- I. If any section, provision, paragraph, phrase, clause or word contained herein is held to be void, invalid or contrary to law by a court of competent jurisdiction, it will be deemed removed herefrom, and the remainder of this Agreement will continue to have its intended full force and effect.

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.

Date: _____

By: _____

ADMINISTRATOR

BOARD OF EDUCATION,
COMMUNITY CONSOLIDATED
SCHOOL DISTRICT NO. 46

Date: _____

By: _____

PRESIDENT

ATTEST: _____

SECRETARY

AMENDED ADMINISTRATIVE AGREEMENT

THIS AMENDED AGREEMENT, originally made the 20th day of March, 2019, by and between the BOARD OF EDUCATION OF COMMUNITY CONSOLIDATED SCHOOL DISTRICT 46 ("BOARD"), and PAUL B. LOUIS ("ADMINISTRATOR"), and hereby amended as of June 9, 2021, has been approved at the regular meeting of the BOARD held on June 9, 2021, and is appended to the Minutes of said meeting. This Amended Agreement modifies, amends, and supersedes all prior agreements, whether written or oral between the ADMINISTRATOR and BOARD.

IT IS AGREED:

1. EMPLOYMENT - The ADMINISTRATOR is hereby hired and retained from July 1, 2019 through and including June 30, 2022, as Assistant Superintendent of Teaching, Learning, and Assessment. The work year of the ADMINISTRATOR will be 12 months per year including sick leave and vacation days. This Agreement will not be extended or renewed without the express, written consent of the parties.

2. DUTIES - The duties and responsibilities of the ADMINISTRATOR will be those incidental to the office of the ADMINISTRATOR, those set forth in the job description for the position of Assistant Superintendent of Teaching, Learning and Assessment (or, those duties contained in Board Policy, as adopted, and which may be amended from time to time), those obligations imposed by the laws of the State of Illinois upon the ADMINISTRATOR, and the performance of other professional duties customarily performed by an ADMINISTRATOR as from time to time may be assigned to the ADMINISTRATOR by the BOARD or Superintendent. The BOARD reserves the right to reassign the ADMINISTRATOR to different duties from time to time during the term of this Agreement, without loss of pay or notice of a hearing.

3. STUDENT PERFORMANCE AND ACADEMIC IMPROVEMENT - This Contract is a performance-based Contract. The ADMINISTRATOR will address and fulfill student performance and academic improvement goals set forth below. The parties agree that the goals and indicators are linked to student performance and academic improvement of the District.

The BOARD and ADMINISTRATOR will agree on additional student performance and academic improvement goals which will be appended to this Agreement and made a part hereof. The parties agree said goals will be linked to student performance and academic improvement within the schools of the District. The ADMINISTRATOR'S attainment of these goals will be evaluated in February of each contract year as set forth in Section 16. Once the student performance and academic improvement goals have been attained, this Agreement may be extended. In addition, the ADMINISTRATOR will meet any personal goals developed during the term of this Agreement.

4. SALARY – For the period July 1, 2019 through June 30, 2020, the BOARD will pay the ADMINISTRATOR the salary of One Hundred Sixty Thousand Dollars (\$160,000.00). For the period July 1, 2020 through June 30, 2021, the BOARD will pay the ADMINISTRATOR a salary of One Hundred Sixty Four Thousand Eight Hundred Dollars (\$164,800.00). For the period July 1,

2021 through June 30, 2022, the BOARD will pay the ADMINISTRATOR a salary of One Hundred Seventy Thousand Five Hundred Sixty-Eight and No/100 Dollars (\$170,568.00).

The ADMINISTRATOR agrees to devote such time, skill, labor and attention to his employment, during the term of this Agreement, in order to faithfully perform the duties of ADMINISTRATOR. Salary will be paid in equal semi-monthly installments in accordance with the BOARD policy governing payment of salary to the other members of the professional staff, less such amounts as required by law or provided for in this Agreement. The BOARD retains the right to adjust the annual salary and/or fringe benefits of the ADMINISTRATOR during the term of this Agreement, and thereafter, provided that any salary and/or fringe benefit(s) adjustments will not be lower than the annual salary and fringe benefits paid by the BOARD for the preceding contract year. Any adjustment in salary and/or fringe benefits made during the life of this Agreement will be in writing and will become a part of this Agreement. It is provided, however, that by doing so it will 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 provided both parties agree, and the agreement is reduced to writing.

5. PROFESSIONAL DISTINCTION BONUS -- The BOARD will pay the ADMINISTRATOR a one-time Professional Distinction Bonus for service during the 2020-2021 school year in the amount of \$1,000 and in accordance with the terms and conditions applied to the payment of said bonus to the licensed teaching staff.

6. HOSPITALIZATION/MAJOR MEDICAL INSURANCE - The BOARD will provide and pay the entire premiums for single or family (as elected by the ADMINISTRATOR) hospitalization and major medical insurance if the ADMINISTRATOR elects to receive coverage under an HMO (as defined by the contract of insurance then in effect) during the life of this Agreement, in accordance with the basic insurance coverage provided to other members of the professional staff. Alternatively, should the ADMINISTRATOR elect to receive single or family coverage under a PPO (as defined by the contract of insurance then in effect), the BOARD will provide and pay an amount equal to the cost of the corresponding HMO plan for that year.

7. MEDICAL EXAMINATION - During the term of this Agreement, the ADMINISTRATOR may be required to obtain a comprehensive medical examination, the cost of which will be paid by the BOARD. A copy of the examination or certificate of the physician certifying the physical ability of the ADMINISTRATOR to perform his essential job functions will be given to the President of the BOARD and the Superintendent. The physician performing the medical examination will be one licensed to practice medicine in all of its branches and will be chosen by the BOARD, or by mutual agreement of the BOARD and ADMINISTRATOR.

8. SICK LEAVE - The ADMINISTRATOR will be entitled to Fifteen (15) days of sick leave at full pay during each year. The ADMINISTRATOR will have the right, upon his resignation or retirement, to use any accumulated sick leave days for those purposes as may be permitted by law. Accumulated sick leave is not reimbursable upon termination from employment.

9. VACATION AND PERSONAL LEAVE - The ADMINISTRATOR will receive Twenty-Five (25) work days of vacation annually, exclusive of weekends and BOARD approved holidays for twelve-month staff. Other spring, summer and winter non-student attendance periods will constitute work days unless specifically scheduled and credited toward the vacation listed above. All annual vacation will be deemed to have been earned on July 1st of each year of this Agreement. Vacation will be taken within Thirteen (13) months of the year in which it is earned with no more than Five (5) days carried over from year-to-year. The parties expressly acknowledge and agree that this period of time provides the ADMINISTRATOR with a reasonable opportunity to take said unused vacation days. By executing this Agreement, the ADMINISTRATOR acknowledges and agrees that he has received notice of this provision. The ADMINISTRATOR will have no right to compensation for vacation days lost under this provision. The scheduling of more than five (5) consecutive vacation days will be by agreement between the Superintendent, the BOARD and the ADMINISTRATOR. Additionally, the ADMINISTRATOR will receive Three (3) work days of personal leave annually.

10. TERM LIFE INSURANCE - The BOARD will provide and pay the premiums for a term life insurance policy for the ADMINISTRATOR during the term of this Contract in the amount of \$50,000. The BOARD will assign the ownership of the term life insurance policy to a person or trust designated by the ADMINISTRATOR, and upon termination of this Contract will allow that owner to continue the life insurance policy at his/her own expense.

11. MEMBERSHIP DUES - With prior Superintendent and BOARD approval and upon proper substantiation, the ADMINISTRATOR will be reimbursed for the dues and membership fees for work-related national or state organization memberships and for local organizations to which he belongs. This charge should fall within the parameters of the building budget.

12. PROFESSIONAL ACTIVITIES - The ADMINISTRATOR will be encouraged to attend appropriate professional meetings and continuing education at the local, state, and national levels. With prior Superintendent and BOARD approval, the ADMINISTRATOR will be reimbursed for the cost of attendance at the meetings. This charge should fall within the parameters of the building budget.

13. TRANSPORTATION EXPENSES - As a condition of employment, the ADMINISTRATOR is required to have a personally owned automobile or other vehicle for use in his duties. The ADMINISTRATOR will bear all costs associated with the upkeep and maintenance of said vehicle including, but not limited to, license, sticker fees, fuel, repairs, parking, tolls and insurance. The BOARD will reimburse the ADMINISTRATOR during the term of this Agreement for necessary, work related automobile travel at the then applicable IRS reimbursement rate upon submission of appropriate substantiation of those expenses by the ADMINISTRATOR.

14. BACKGROUND INVESTIGATION - The BOARD is prohibited from knowingly employing a person who has been convicted of committing or attempting to commit certain criminal offenses. If the required fingerprint-based criminal background investigation is not completed at the time this Agreement is signed, and the subsequent investigation report reveals that there has been a prohibited conviction, this Agreement will immediately become null and void.

15. TUITION REIMBURSEMENT - The ADMINISTRATOR may participate in the BOARD's tuition reimbursement program. The BOARD will allocate up to \$24,000 per year for reimbursement of graduate course tuition, including all required textbook fees for approved coordinators and administrators. Individual coordinators and administrators who are approved for participation may receive reimbursement up to a maximum amount of \$8,000 per year contingent upon job retention in the District. Should the ADMINISTRATOR leave the District prior to three (3) full years of employment post tuition reimbursement, the ADMINISTRATOR agrees to repay the District based on the following schedule: 1 Year - 100% tuition payback, 2 Years - 50% tuition payback, and 3 Years - No payback necessary. In the event the yearly \$24,000 budgeted for tuition reimbursement is exceeded by claims from approved coordinators and administrators, the following calculation will serve to determine the percentage reimbursement per individual's total claim:

$\$24,000/\text{total professional growth dollar claims} = \%$. Multiply the percentage calculated above by each participating coordinator's and administrator's total claim amount.

16. TERMINATION OF AGREEMENT - This Agreement may be terminated prior to June 30, 2022, by:

- A. Mutual agreement of the parties.
- B. Resignation, provided, however, the ADMINISTRATOR gives the BOARD at least ninety (90) days prior written notice of the proposed resignation.
- C. Disability. In the event of disability by illness or incapacity, after the ADMINISTRATOR'S sick leave has been exhausted, the compensation will be reinstated after the ADMINISTRATOR has returned to employment and undertaken the full discharge of his duties. The BOARD may terminate this Agreement by written notice to the ADMINISTRATOR at any time after the ADMINISTRATOR has exhausted any accumulated sick leave and such other leave as may be available and has been absent from his employment for whatever cause for an additional continuous period of three (3) months. All obligations of the BOARD will cease upon such termination.

If a question exists concerning the capacity of the ADMINISTRATOR to return to his duties the BOARD may require the ADMINISTRATOR to submit to a medical examination, to be performed by a doctor licensed to practice medicine. The BOARD and ADMINISTRATOR will mutually agree upon the physician who will conduct the examination. The examination will be done at the expense of the BOARD. The physician will limit his report to the issue of whether the ADMINISTRATOR has a continuing disability which prohibits him from performing his duties.

- D. Discharge for cause. "For cause" will mean any conduct, act, or failure to act by the ADMINISTRATOR, which is detrimental to the best interests of the School District. Reasons for discharge for cause will be given in writing to the ADMINISTRATOR,

who will be entitled to notice of a hearing and a hearing before the BOARD to discuss the discharge. If the ADMINISTRATOR chooses to be accompanied by legal counsel, he will bear any costs involved therein. The BOARD hearing will be conducted in closed session. The BOARD will not arbitrarily or capriciously dismiss the ADMINISTRATOR.

E. Failure to comply with the terms and conditions of this Agreement.

The BOARD has the right to reassign the ADMINISTRATOR to other duties upon the recommendation of the Superintendent for the duration of the agreement term when such reassignment is in the best interests of the District. Nothing herein will prohibit the BOARD from suspending the ADMINISTRATOR without pay when the performance of the ADMINISTRATOR is justifiably questioned, pending the outcome of any inquiry.

17. EVALUATION - The BOARD and ADMINISTRATOR agree that there will be an annual evaluation of the ADMINISTRATOR'S performance under this Agreement. The evaluation will consider, but not be limited to, an examination of attainment of goals, administration of personnel, rapport with the BOARD and Superintendent and other factors of appraisal that may be established by the parties.

In the event that the Superintendent determines that the performance of the ADMINISTRATOR is unsatisfactory in any respect, she will describe in writing, in reasonable detail, specific instances of unsatisfactory performance. The evaluation will include recommendations as to areas of improvement in all instances where the Superintendent deems performance to be unsatisfactory. The ADMINISTRATOR will have the right to make a written reaction or response to the evaluation. This response will become a permanent attachment to the ADMINISTRATOR'S personnel file.

18. NOTICE OF NON-RENEWAL - The Parties agree that this Contract will expire at the end of its term and that the ADMINISTRATOR will have no expectation of continued employment by the BOARD in any capacity thereafter. The ADMINISTRATOR hereby waives any right to a notice of nonrenewal employment.

19. PROFESSIONAL LIABILITY - The BOARD agrees that it will defend, hold harmless, and indemnify the ADMINISTRATOR from any and all demands, claims, suits, actions and legal proceedings brought against the ADMINISTRATOR in his individual capacity, or in his official capacity as agent and employee of the BOARD provided the incident arose while the ADMINISTRATOR was acting within the scope of his employment and excluding criminal litigation and such liability coverage as is beyond the authority of the BOARD to provide under state law. Except that, in no case, will individual BOARD members be considered personally liable for indemnifying the ADMINISTRATOR against such demands, claims, suits, actions and legal proceedings.

20. WAIVER OF TENURE - By accepting the terms of this Contract, the ADMINISTRATOR waives all rights of tenure granted under the Illinois School Code during the term of this Contract.

21. NOTICE - Any notice or communication permitted or required under this Agreement will be in writing and will become effective on the day of mailing thereof by first class mail, registered or certified mail, postage prepaid, addressed:

If to the BOARD, to: President
 Board of Education
 Community Consolidated School District 46
 565 Frederick Road
 Grayslake, Illinois 60030

If to the ADMINISTRATOR, to: Paul B. Louis

(At the last address of the ADMINISTRATOR contained in official Business Office records of the BOARD).

22. MISCELLANEOUS

- A. This Agreement has been executed in Illinois, and will be governed in accordance with the laws of the state of Illinois in every respect.
- B. Section headings and numbers have been inserted for convenience of reference only, and if there will be any conflict between such headings or numbers and the text of this Agreement, the text will control.
- C. This Agreement may be executed in one or more counterparts, each of which will be considered an original, and all of which taken together will be considered one and the same instrument.
- D. This Agreement contains all the terms agreed upon by the parties with respect to the subject matter of this Agreement and supersedes all prior contracts, arrangements, and communications between the parties concerning such subject matter, whether oral or written.
- E. This Agreement will be binding upon and inure to the benefit of the ADMINISTRATOR, his successors, assigns, heirs, executors, and personal representatives, and will be binding upon, and inure to the benefit of the BOARD, its successors and assigns.
- F. Both parties have had the opportunity to seek the advice of counsel.
- G. No subsequent alteration, amendment, change, or addition to this Agreement, will be binding upon the parties unless reduced to writing and duly authorized and signed by each of them.

- H. The BOARD retains the right to appeal, change or modify any policies or procedures which it has adopted or may hereafter adopt, subject however, to restrictions contained in the Illinois School Code and other applicable law.
- I. If any section, provision, paragraph, phrase, clause or word contained herein is held to be void, invalid or contrary to law by a court of competent jurisdiction, it will be deemed removed here from, and the remainder of this Agreement will continue to have its intended full force and effect.

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.

<p>ADMINISTRATOR</p> <p>By: _____</p> <p>Date: _____</p>

<p>BOARD OF EDUCATION, COMMUNITY CONSOLIDATED SCHOOL DISTRICT 46, Lake County, Illinois</p> <p>By: _____ President</p> <p>Attest: _____ Secretary</p> <p>Date: _____</p>

ADMINISTRATIVE AGREEMENT (TRS)

THIS AGREEMENT made this **June 9, 2021**, by and between the BOARD OF EDUCATION OF COMMUNITY CONSOLIDATED SCHOOL DISTRICT 46 ("BOARD"), and **Matt Melamed** ("ADMINISTRATOR"), has been approved at the regular meeting of the BOARD held on **June 9, 2021**, and is appended to the Minutes of said meeting.

IT IS AGREED:

1. **EMPLOYMENT-** The ADMINISTRATOR is hereby hired and retained from July 1, **2021** through and including June 30, **2022**, as **Principal of Park Campu**. The work year of the ADMINISTRATOR will be 12 months per year including sick leave and vacation days. This Agreement will not be extended or renewed without the express, written consent of the parties.
2. **DUTIES-** The duties and responsibilities of the ADMINISTRATOR will be those incidental to the office of the ADMINISTRATOR, those set forth in the job description for the position of **Principal** (or, those duties contained in Board Policy, as adopted, and which may be amended from time to time), those obligations imposed by the laws of the State of Illinois upon the ADMINISTRATOR, and the performance of other professional duties customarily performed by an ADMINISTRATOR as from time to time may be assigned to the ADMINISTRATOR by the BOARD or Superintendent. The BOARD reserves the right to reassign the ADMINISTRATOR to different duties from time to time during the term of this Agreement, without loss of pay or notice of a hearing.
3. **SALARY-** In consideration of the annual salary of **One hundred twenty nine thousand one hundred eight Dollars (\$129,108)**, the ADMINISTRATOR agrees to devote such time, skill, labor and attention to his employment, during the term of this Agreement, in order to faithfully perform the duties of ADMINISTRATOR. Salary will be paid in equal semi-monthly installments in accordance with the BOARD policy governing payment of salary to the other members of the professional staff, less such amounts as required by law or provided for in this Agreement. The BOARD retains the right to adjust the annual salary and/or fringe benefits of the ADMINISTRATOR during the term of this Agreement, and thereafter, provided that any salary and/or fringe benefit(s) adjustments will not be lower than the annual salary and fringe benefits paid by the BOARD for the preceding contract year. Any adjustment in salary and/or fringe benefits made during the life of this Agreement will be in writing and will become a part of this Agreement. It is provided, however, that by doing so it will 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 provided both parties agree, and the agreement is reduced to writing.

4. **PROFESSIONAL DISTINCTION BONUS** – The BOARD will pay the ADMINISTRATOR a one-time Professional Distinction Bonus for service during the 2020-2021 school year in the amount of \$1,000 and in accordance with the terms and conditions applied to the payment of said bonus to the licensed teaching staff.
5. **HOSPITALIZATION/MAJOR MEDICAL INSURANCE-** The BOARD will provide and pay the entire premiums for hospitalization and major medical insurance for the ADMINISTRATOR if the ADMINISTRATOR elects to receive single coverage under an HMO (as defined by the contract of insurance then in effect) during the life of this Agreement, in accordance with the basic insurance coverage provided to other members of the professional staff. Alternatively, should the ADMINISTRATOR elect to receive single coverage under a PPO (as defined by the contract of insurance then in effect), the BOARD will provide and pay Ninety Five percent (95%) of the premiums for hospitalization and major medical, in accordance with the basic insurance coverage provided to other members of the professional staff.
6. **MEDICAL EXAMINATION-** During the term of this Agreement, the ADMINISTRATOR may be required to obtain a comprehensive medical examination, the cost of which will be paid by the BOARD. A copy of the examination or certificate of the physician certifying the physical ability of the ADMINISTRATOR to perform his essential job functions will be given to the President of the BOARD and the Superintendent. The physician performing the medical examination will be one licensed to practice medicine in all of its branches and will be chosen by the BOARD, or by mutual agreement of the BOARD and ADMINISTRATOR.
7. **SICK LEAVE-** The ADMINISTRATOR will be entitled to Fifteen (15) days of sick leave at full pay during each year. The ADMINISTRATOR will have the right, upon his resignation or retirement, to use any accumulated sick leave days for those purposes as may be permitted by law. Accumulated sick leave is not reimbursable upon termination from employment.
8. **VACATION AND PERSONAL LEAVE-** The ADMINISTRATOR will receive Twenty Five (25) work days of vacation annually, exclusive of weekends and BOARD approved holidays for twelve-month staff. Other spring, summer and winter non-student attendance periods will constitute work days unless specifically scheduled and credited toward the vacation listed above. All annual vacation will be deemed to have been earned on July 1st of each year of this Agreement. Vacation will be taken within Thirteen (13) months of the year in which it is earned with no more than Five (5) days

carried over from year-to-year. The parties expressly acknowledge and agree that this period of time provides the ADMINISTRATOR with a reasonable opportunity to take said unused vacation days. By executing this Agreement, the ADMINISTRATOR acknowledges and agrees that he has received notice of this provision. The ADMINISTRATOR will have no right to compensation for vacation days lost under this provision. The scheduling of more than five (5) consecutive vacation days will be by agreement between the Superintendent, the BOARD and the ADMINISTRATOR. Additionally, the ADMINISTRATOR will receive Three (3) work days of personal leave annually.

9. **TEACHERS' RETIREMENT SYSTEM CONTRIBUTION** - In addition to the salary paid to the ADMINISTRATOR by the BOARD as expressed in Section 4, the BOARD will pick up and pay on the ADMINISTRATOR'S behalf, his entire required retirement contribution to TRS pursuant to Sections 16-152 and 16-1 52.1 of the *Illinois Pension Code*. The BOARD will remit this contribution to TRS.
10. **TEACHERS' HEALTH INSURANCE SECURITY FUND CONTRIBUTION** - The BOARD will pay on behalf of the ADMINISTRATOR his required contribution to the Teachers' Health Insurance Security (THIS) fund. The BOARD will remit this contribution to TRS as the fund's collection agent. Payments made by the BOARD to TRS under this Section will not be reportable to TRS as creditable earnings and will be excluded from the ADMINISTRATOR'S taxable income.

The BOARD and the ADMINISTRATOR make no commitment or guarantee that the BOARD'S payment of the contribution limit will continue to be excludable from the ADMINISTRATOR'S gross income for federal or state income tax purposes or excludable by TRS from creditable earnings.

Because neither party can represent what position the IRS, or any other government entity, will take with respect to these payments and withholdings; it is mutually agreed that each side will be responsible for any costs for which it is legally responsible without indemnification or any other recourse from the other side. That is, if it is subsequently determined that the ADMINISTRATOR should have paid taxes on any portion of the contribution for which he did not pay taxes, the interest and penalties are the ADMINISTRATOR'S responsibility alone. If the BOARD is penalized for failing to withhold enough taxes based on the payroll information in its possession at the time of payment of the contribution, those penalties are the BOARD'S responsibility alone. Both the BOARD and the ADMINISTRATOR expressly waive the right to seek indemnification or reimbursement from the other as the result of any government decision on the taxability of these amounts. In the event the IRS, or any other government entity, determines that the ADMINISTRATOR owes more taxes, she has no right to seek additional sums from the BOARD.

11. **TERM LIFE INSURANCE**- The BOARD will provide and pay the premiums for a term life insurance policy for the ADMINISTRATOR during the term of this Contract in the amount

of \$50,000. The BOARD will assign the ownership of the term life insurance policy to a person or trust designated by the ADMINISTRATOR, and upon termination of this Contract will allow that owner to continue the life insurance policy at his/her own expense.

12. **RETIREMENT BENEFITS** – The ADMINISTRATOR may elect retirement benefits pursuant to the terms of Article V of the collective bargaining agreement between the BOARD and the GRAYSLAKE FEDERATION OF TEACHERS, IFT/AFT, provided the terms of Article V are in effect at the time notice of retirement is given and provided the ADMINISTRATOR meets all eligibility criteria for such benefits.
13. **MEMBERSHIP DUES-** With prior Superintendent and BOARD approval and upon proper substantiation, the ADMINISTRATOR will be reimbursed for the dues and membership fees for work-related national or state organization memberships and for local organizations to which they belong. This charge should fall within the parameters of the building budget.
14. **PROFESSIONAL ACTIVITIES-** The ADMINISTRATOR will be encouraged to attend appropriate professional meetings and continuing education at the local, state and national levels. With prior Superintendent and BOARD approval, the ADMINISTRATOR will be reimbursed for the cost of attendance at the meetings. This charge should fall within the parameters of the building budget.
15. **TRANSPORTATION EXPENSES-** As a condition of employment, the ADMINISTRATOR is required to have a personally owned automobile or other vehicle for use in his duties. The ADMINISTRATOR will bear all costs associated with the upkeep and maintenance of said vehicle including, but not limited to, license, sticker fees, fuel, repairs, parking, tolls and insurance. The BOARD will reimburse the ADMINISTRATOR during the term of this Agreement for necessary, work related automobile travel at the then applicable IRS reimbursement rate upon submission of appropriate substantiation of those expenses by the ADMINISTRATOR.
16. **BACKGROUND INVESTIGATION** - The BOARD is prohibited from knowingly employing a person who has been convicted of committing or attempting to commit certain criminal offenses. If the required fingerprint-based criminal background investigation is not completed at the time this Agreement is signed, and the subsequent investigation report reveals that there has been a prohibited conviction, this Agreement will immediately become null and void.
17. **TUITION REIMBURSEMENT-** The Board shall reimburse the full cost of graduate course tuition, including all required textbook fees, up to \$8,000 per ADMINISTRATOR, not to exceed \$24,000 per year contingent upon job retention in the District. Should the ADMINISTRATOR leave the District prior to three (3) full years of employment post tuition reimbursement, the ADMINISTRATOR agrees to repay the District based on the following schedule: 1 Year – 100% tuition payback, 2 Years – 50% tuition payback, and 3 Years – No payback necessary. In the event the yearly \$24,000 budgeted for professional growth is exceeded by claims, the following calculation will serve to determine the percentage reimbursement per ADMINISTRATOR total claim:

\$24,000/total professional growth dollar claims = %. Multiply the percentage calculated above by each ADMINISTRATOR'S total claim amount.

18. **TERMINATION OF AGREEMENT-** This Agreement may be terminated prior to June 30, 2022, by:

- A. Mutual agreement of the parties.
- B. Retirement.
- C. Resignation, provided, however, the ADMINISTRATOR gives the BOARD at least ninety (90) days prior written notice of the proposed resignation.
- D. Disability. In the event of disability by illness or incapacity, after the ADMINISTRATOR'S sick leave has been exhausted, the compensation will be reinstated after the ADMINISTRATOR has returned to employment and undertaken the full discharge of his duties. The BOARD may terminate this Agreement by written notice to the ADMINISTRATOR at any time after the ADMINISTRATOR has exhausted any accumulated sick leave and such other leave as may be available and has been absent from his employment for whatever cause for an additional continuous period of three (3) months. All obligations of the BOARD will cease upon such termination. If a question exists concerning the capacity of the ADMINISTRATOR to return to his duties the BOARD may require the ADMINISTRATOR to submit to a medical examination, to be performed by a doctor licensed to practice medicine. The BOARD and ADMINISTRATOR will mutually agree upon the physician who will conduct the examination. The examination will be done at the expense of the BOARD. The physician will limit his report to the issue of whether the ADMINISTRATOR has a continuing disability which prohibits him from performing his duties.
- E. Discharge for cause. "For cause" will mean any conduct, act, or failure to act by the ADMINISTRATOR, which is detrimental to the best interests of the School District. Reasons for discharge for cause will be given in writing to the ADMINISTRATOR, who will be entitled to notice of a hearing and a hearing before the BOARD to discuss the discharge. If the ADMINISTRATOR chooses to be accompanied by legal counsel, he will bear any costs involved therein. The BOARD hearing will be conducted in closed session. The BOARD will not arbitrarily or capriciously dismiss the ADMINISTRATOR.
- F. Failure to comply with the terms and conditions of this Agreement. The BOARD has the right to reassign the ADMINISTRATOR to other duties upon the recommendation of the Superintendent for the duration of the agreement term when such reassignment is in the best interests of the District. Nothing herein will prohibit the BOARD from suspending the ADMINISTRATOR without pay when the performance of the ADMINISTRATOR is justifiably questioned, pending the outcome of any inquiry.

19. **EVALUATION** - The BOARD and ADMINISTRATOR agree that there will be an annual evaluation of the ADMINISTRATOR'S performance under this Agreement. The

evaluation will consider, but not be limited to, an examination of attainment of goals, administration of personnel, rapport with the BOARD and Superintendent and other factors of appraisal that may be established by the parties. In the event that the Superintendent determines that the performance of the ADMINISTRATOR is unsatisfactory in any respect, she will describe in writing, in reasonable detail, specific instances of unsatisfactory performance. The evaluation will include recommendations as to areas of improvement in all instances where the Superintendent deems performance to be unsatisfactory. The ADMINISTRATOR will have the right to make a written reaction or response to the evaluation. This response will become a permanent attachment to the ADMINISTRATOR'S personnel file.

20. **PROFESSIONAL LIABILITY-** The BOARD agrees that it will defend, hold harmless, and indemnify the ADMINISTRATOR from any and all demands, claims, suits, actions and legal proceedings brought against the ADMINISTRATOR in his individual capacity, or in his official capacity as agent and employee of the BOARD provided the incident arose while the ADMINISTRATOR was acting within the scope of his employment and excluding criminal litigation and such liability coverage as is beyond the authority of the BOARD to provide under state law. Except that, in no case, will individual BOARD members be considered personally liable for indemnifying the ADMINISTRATOR against such demands, claims, suits, actions and legal proceedings.

21. **NOTICE-** Any notice or communication permitted or required under this Agreement will be in writing and will become effective on the day of mailing thereof by first class mail, registered or certified mail, postage prepaid, addressed:

If to the BOARD, to:

President
Board of Education
Community Consolidated School District 46
565 Frederick Road Grayslake, Illinois 60030

If to the ADMINISTRATOR, to:

Matt Melamed

(at the last address of the ADMINISTRATOR contained in official Business Office records of the BOARD).

22. **MISCELLANEOUS**

- A. This Agreement has been executed in Illinois, and will be governed in accordance to the laws of the state of Illinois in every respect.
- B. Section headings and numbers have been inserted for convenience of reference only, and if there will be any conflict between such headings or numbers and the text of this Agreement, the text will control.

- C. This Agreement may be executed in one or more counterparts, each of which will be considered an original, and all of which taken together will be considered one and the same instrument.
- D. This Agreement contains all the terms agreed upon by the parties with respect to the subject matter of this Agreement and supersedes all prior contracts, arrangements, and communications between the parties concerning such subject matter, whether oral or written.
- E. This Agreement will be binding upon and inure to the benefit of the ADMINISTRATOR, his successors, assigns, heirs, executors, and personal representatives, and will be binding upon, and inure to the benefit of the BOARD, its successors and assigns.
- F. Both parties have had the opportunity to seek the advice of counsel.
- G. No subsequent alteration, amendment, change, or addition to this Agreement, will be binding upon the parties unless reduced to writing and duly authorized and signed by each of them.
- H. The BOARD retains the right to appeal, change or modify any policies or procedures which it has adopted or may hereafter adopt, subject however, to restrictions contained in the Illinois School Code and other applicable law.
- I. If any section, provision, paragraph, phrase, clause or word contained herein is held to be void, invalid or contrary to law by a court of competent jurisdiction, it will be deemed removed herefrom, and the remainder of this Agreement will continue to have its intended full force and effect.

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.

Date: _____

By: _____
ADMINISTRATOR

BOARD OF EDUCATION,
COMMUNITY CONSOLIDATED
SCHOOL DISTRICT NO. 46

Date: _____

By: _____
PRESIDENT

ATTEST: _____

SECRETARY

ADMINISTRATIVE AGREEMENT (TRS)

THIS AGREEMENT made this **June 9, 2021**, by and between the BOARD OF EDUCATION OF COMMUNITY CONSOLIDATED SCHOOL DISTRICT 46 ("BOARD"), and **Linda Mizwicki** ("ADMINISTRATOR"), has been approved at the regular meeting of the BOARD held on **June 9, 2021**, and is appended to the Minutes of said meeting.

IT IS AGREED:

1. **EMPLOYMENT-** The ADMINISTRATOR is hereby hired and retained from July 1, **2021** through and including June 30, **2022**, as **Pupil Services Coordinator**. The work year of the ADMINISTRATOR will be 12 months per year including sick leave and vacation days. This Agreement will not be extended or renewed without the express, written consent of the parties.
2. **DUTIES-** The duties and responsibilities of the ADMINISTRATOR will be those incidental to the office of the ADMINISTRATOR, those set forth in the job description for the position of **Pupil Services Coordinator** (or, those duties contained in Board Policy, as adopted, and which may be amended from time to time), those obligations imposed by the laws of the State of Illinois upon the ADMINISTRATOR, and the performance of other professional duties customarily performed by an ADMINISTRATOR as from time to time may be assigned to the ADMINISTRATOR by the BOARD or Superintendent. The BOARD reserves the right to reassign the ADMINISTRATOR to different duties from time to time during the term of this Agreement, without loss of pay or notice of a hearing.
3. **SALARY-** In consideration of the annual salary of **Seventy six thousand five hundred ninety** Dollars (**\$76,590**), the ADMINISTRATOR agrees to devote such time, skill, labor and attention to his employment, during the term of this Agreement, in order to faithfully perform the duties of ADMINISTRATOR. Salary will be paid in equal semi-monthly installments in accordance with the BOARD policy governing payment of salary to the other members of the professional staff, less such amounts as required by law or provided for in this Agreement. The BOARD retains the right to adjust the annual salary and/or fringe benefits of the ADMINISTRATOR during the term of this Agreement, and thereafter, provided that any salary and/or fringe benefit(s) adjustments will not be lower than the annual salary and fringe benefits paid by the BOARD for the preceding contract year. Any adjustment in salary and/or fringe benefits made during the life of this Agreement will be in writing and will become a part of this Agreement. It is provided, however, that by doing so it will 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 provided both parties agree, and the agreement is reduced to writing.

4. **PROFESSIONAL DISTINCTION BONUS** – The BOARD will pay the ADMINISTRATOR a one-time Professional Distinction Bonus for service during the 2020-2021 school year in the amount of \$1,000 and in accordance with the terms and conditions applied to the payment of said bonus to the licensed teaching staff.
5. **HOSPITALIZATION/MAJOR MEDICAL INSURANCE-** The BOARD will provide and pay the entire premiums for hospitalization and major medical insurance for the ADMINISTRATOR if the ADMINISTRATOR elects to receive single coverage under an HMO (as defined by the contract of insurance then in effect) during the life of this Agreement, in accordance with the basic insurance coverage provided to other members of the professional staff. Alternatively, should the ADMINISTRATOR elect to receive single coverage under a PPO (as defined by the contract of insurance then in effect), the BOARD will provide and pay Ninety Five percent (95%) of the premiums for hospitalization and major medical, in accordance with the basic insurance coverage provided to other members of the professional staff.
6. **MEDICAL EXAMINATION-** During the term of this Agreement, the ADMINISTRATOR may be required to obtain a comprehensive medical examination, the cost of which will be paid by the BOARD. A copy of the examination or certificate of the physician certifying the physical ability of the ADMINISTRATOR to perform his essential job functions will be given to the President of the BOARD and the Superintendent. The physician performing the medical examination will be one licensed to practice medicine in all of its branches and will be chosen by the BOARD, or by mutual agreement of the BOARD and ADMINISTRATOR.
7. **SICK LEAVE-** The ADMINISTRATOR will be entitled to Fifteen (15) days of sick leave at full pay during each year. The ADMINISTRATOR will have the right, upon his resignation or retirement, to use any accumulated sick leave days for those purposes as may be permitted by law. Accumulated sick leave is not reimbursable upon termination from employment.
8. **VACATION AND PERSONAL LEAVE-** The ADMINISTRATOR will receive Twenty Five (25) work days of vacation annually, exclusive of weekends and BOARD approved holidays for twelve-month staff. Other spring, summer and winter non-student attendance periods will constitute work days unless specifically scheduled and credited toward the vacation listed above. All annual vacation will be deemed to have been earned on July 1st of each year of this Agreement. Vacation will be taken within Thirteen (13) months of the year in which it is earned with no more than Five (5) days

carried over from year-to-year. The parties expressly acknowledge and agree that this period of time provides the ADMINISTRATOR with a reasonable opportunity to take said unused vacation days. By executing this Agreement, the ADMINISTRATOR acknowledges and agrees that he has received notice of this provision. The ADMINISTRATOR will have no right to compensation for vacation days lost under this provision. The scheduling of more than five (5) consecutive vacation days will be by agreement between the Superintendent, the BOARD and the ADMINISTRATOR. Additionally, the ADMINISTRATOR will receive Three (3) work days of personal leave annually.

9. **TEACHERS' RETIREMENT SYSTEM CONTRIBUTION** - In addition to the salary paid to the ADMINISTRATOR by the BOARD as expressed in Section 4, the BOARD will pick up and pay on the ADMINISTRATOR'S behalf, his entire required retirement contribution to TRS pursuant to Sections 16-152 and 16-1 52.1 of the *Illinois Pension Code*. The BOARD will remit this contribution to TRS.
10. **TEACHERS' HEALTH INSURANCE SECURITY FUND CONTRIBUTION** - The BOARD will pay on behalf of the ADMINISTRATOR his required contribution to the Teachers' Health Insurance Security (THIS) fund. The BOARD will remit this contribution to TRS as the fund's collection agent. Payments made by the BOARD to TRS under this Section will not be reportable to TRS as creditable earnings and will be excluded from the ADMINISTRATOR'S taxable income.

The BOARD and the ADMINISTRATOR make no commitment or guarantee that the BOARD'S payment of the contribution limit will continue to be excludable from the ADMINISTRATOR'S gross income for federal or state income tax purposes or excludable by TRS from creditable earnings.

Because neither party can represent what position the IRS, or any other government entity, will take with respect to these payments and withholdings; it is mutually agreed that each side will be responsible for any costs for which it is legally responsible without indemnification or any other recourse from the other side. That is, if it is subsequently determined that the ADMINISTRATOR should have paid taxes on any portion of the contribution for which he did not pay taxes, the interest and penalties are the ADMINISTRATOR'S responsibility alone. If the BOARD is penalized for failing to withhold enough taxes based on the payroll information in its possession at the time of payment of the contribution, those penalties are the BOARD'S responsibility alone. Both the BOARD and the ADMINISTRATOR expressly waive the right to seek indemnification or reimbursement from the other as the result of any government decision on the taxability of these amounts. In the event the IRS, or any other government entity, determines that the ADMINISTRATOR owes more taxes, she has no right to seek additional sums from the BOARD.

11. **TERM LIFE INSURANCE**- The BOARD will provide and pay the premiums for a term life insurance policy for the ADMINISTRATOR during the term of this Contract in the amount

of \$50,000. The BOARD will assign the ownership of the term life insurance policy to a person or trust designated by the ADMINISTRATOR, and upon termination of this Contract will allow that owner to continue the life insurance policy at his/her own expense.

12. **RETIREMENT BENEFITS** – The ADMINISTRATOR may elect retirement benefits pursuant to the terms of Article V of the collective bargaining agreement between the BOARD and the GRAYSLAKE FEDERATION OF TEACHERS, IFT/AFT, provided the terms of Article V are in effect at the time notice of retirement is given and provided the ADMINISTRATOR meets all eligibility criteria for such benefits.
13. **MEMBERSHIP DUES-** With prior Superintendent and BOARD approval and upon proper substantiation, the ADMINISTRATOR will be reimbursed for the dues and membership fees for work-related national or state organization memberships and for local organizations to which they belong. This charge should fall within the parameters of the building budget.
14. **PROFESSIONAL ACTIVITIES-** The ADMINISTRATOR will be encouraged to attend appropriate professional meetings and continuing education at the local, state and national levels. With prior Superintendent and BOARD approval, the ADMINISTRATOR will be reimbursed for the cost of attendance at the meetings. This charge should fall within the parameters of the building budget.
15. **TRANSPORTATION EXPENSES-** As a condition of employment, the ADMINISTRATOR is required to have a personally owned automobile or other vehicle for use in his duties. The ADMINISTRATOR will bear all costs associated with the upkeep and maintenance of said vehicle including, but not limited to, license, sticker fees, fuel, repairs, parking, tolls and insurance. The BOARD will reimburse the ADMINISTRATOR during the term of this Agreement for necessary, work related automobile travel at the then applicable IRS reimbursement rate upon submission of appropriate substantiation of those expenses by the ADMINISTRATOR.
16. **BACKGROUND INVESTIGATION** - The BOARD is prohibited from knowingly employing a person who has been convicted of committing or attempting to commit certain criminal offenses. If the required fingerprint-based criminal background investigation is not completed at the time this Agreement is signed, and the subsequent investigation report reveals that there has been a prohibited conviction, this Agreement will immediately become null and void.
17. **TUITION REIMBURSEMENT-** The Board shall reimburse the full cost of graduate course tuition, including all required textbook fees, up to \$8,000 per ADMINISTRATOR, not to exceed \$24,000 per year contingent upon job retention in the District. Should the ADMINISTRATOR leave the District prior to three (3) full years of employment post tuition reimbursement, the ADMINISTRATOR agrees to repay the District based on the following schedule: 1 Year – 100% tuition payback, 2 Years – 50% tuition payback, and 3 Years – No payback necessary. In the event the yearly \$24,000 budgeted for professional growth is exceeded by claims, the following calculation will serve to determine the percentage reimbursement per ADMINISTRATOR total claim:

\$24,000/total professional growth dollar claims = %. Multiply the percentage calculated above by each ADMINISTRATOR'S total claim amount.

18. **TERMINATION OF AGREEMENT-** This Agreement may be terminated prior to June 30, 2022, by:

- A. Mutual agreement of the parties.
- B. Retirement.
- C. Resignation, provided, however, the ADMINISTRATOR gives the BOARD at least ninety (90) days prior written notice of the proposed resignation.
- D. Disability. In the event of disability by illness or incapacity, after the ADMINISTRATOR'S sick leave has been exhausted, the compensation will be reinstated after the ADMINISTRATOR has returned to employment and undertaken the full discharge of his duties. The BOARD may terminate this Agreement by written notice to the ADMINISTRATOR at any time after the ADMINISTRATOR has exhausted any accumulated sick leave and such other leave as may be available and has been absent from his employment for whatever cause for an additional continuous period of three (3) months. All obligations of the BOARD will cease upon such termination. If a question exists concerning the capacity of the ADMINISTRATOR to return to his duties the BOARD may require the ADMINISTRATOR to submit to a medical examination, to be performed by a doctor licensed to practice medicine. The BOARD and ADMINISTRATOR will mutually agree upon the physician who will conduct the examination. The examination will be done at the expense of the BOARD. The physician will limit his report to the issue of whether the ADMINISTRATOR has a continuing disability which prohibits him from performing his duties.
- E. Discharge for cause. "For cause" will mean any conduct, act, or failure to act by the ADMINISTRATOR, which is detrimental to the best interests of the School District. Reasons for discharge for cause will be given in writing to the ADMINISTRATOR, who will be entitled to notice of a hearing and a hearing before the BOARD to discuss the discharge. If the ADMINISTRATOR chooses to be accompanied by legal counsel, he will bear any costs involved therein. The BOARD hearing will be conducted in closed session. The BOARD will not arbitrarily or capriciously dismiss the ADMINISTRATOR.
- F. Failure to comply with the terms and conditions of this Agreement. The BOARD has the right to reassign the ADMINISTRATOR to other duties upon the recommendation of the Superintendent for the duration of the agreement term when such reassignment is in the best interests of the District. Nothing herein will prohibit the BOARD from suspending the ADMINISTRATOR without pay when the performance of the ADMINISTRATOR is justifiably questioned, pending the outcome of any inquiry.

19. **EVALUATION** - The BOARD and ADMINISTRATOR agree that there will be an annual evaluation of the ADMINISTRATOR'S performance under this Agreement. The

evaluation will consider, but not be limited to, an examination of attainment of goals, administration of personnel, rapport with the BOARD and Superintendent and other factors of appraisal that may be established by the parties. In the event that the Superintendent determines that the performance of the ADMINISTRATOR is unsatisfactory in any respect, she will describe in writing, in reasonable detail, specific instances of unsatisfactory performance. The evaluation will include recommendations as to areas of improvement in all instances where the Superintendent deems performance to be unsatisfactory. The ADMINISTRATOR will have the right to make a written reaction or response to the evaluation. This response will become a permanent attachment to the ADMINISTRATOR'S personnel file.

20. **PROFESSIONAL LIABILITY-** The BOARD agrees that it will defend, hold harmless, and indemnify the ADMINISTRATOR from any and all demands, claims, suits, actions and legal proceedings brought against the ADMINISTRATOR in his individual capacity, or in his official capacity as agent and employee of the BOARD provided the incident arose while the ADMINISTRATOR was acting within the scope of his employment and excluding criminal litigation and such liability coverage as is beyond the authority of the BOARD to provide under state law. Except that, in no case, will individual BOARD members be considered personally liable for indemnifying the ADMINISTRATOR against such demands, claims, suits, actions and legal proceedings.

21. **NOTICE-** Any notice or communication permitted or required under this Agreement will be in writing and will become effective on the day of mailing thereof by first class mail, registered or certified mail, postage prepaid, addressed:

If to the BOARD, to:

President
Board of Education
Community Consolidated School District 46
565 Frederick Road Grayslake, Illinois 60030

If to the ADMINISTRATOR, to:

Linda Mizwicki

(at the last address of the ADMINISTRATOR contained in official Business Office records of the BOARD).

22. MISCELLANEOUS

- A. This Agreement has been executed in Illinois, and will be governed in according to the laws of the state of Illinois in every respect.
- B. Section headings and numbers have been inserted for convenience of reference only, and if there will be any conflict between such headings or numbers and the text of this Agreement, the text will control.

- C. This Agreement may be executed in one or more counterparts, each of which will be considered an original, and all of which taken together will be considered one and the same instrument.
- D. This Agreement contains all the terms agreed upon by the parties with respect to the subject matter of this Agreement and supersedes all prior contracts, arrangements, and communications between the parties concerning such subject matter, whether oral or written.
- E. This Agreement will be binding upon and inure to the benefit of the ADMINISTRATOR, his successors, assigns, heirs, executors, and personal representatives, and will be binding upon, and inure to the benefit of the BOARD, its successors and assigns.
- F. Both parties have had the opportunity to seek the advice of counsel.
- G. No subsequent alteration, amendment, change, or addition to this Agreement, will be binding upon the parties unless reduced to writing and duly authorized and signed by each of them.
- H. The BOARD retains the right to appeal, change or modify any policies or procedures which it has adopted or may hereafter adopt, subject however, to restrictions contained in the Illinois School Code and other applicable law.
- I. If any section, provision, paragraph, phrase, clause or word contained herein is held to be void, invalid or contrary to law by a court of competent jurisdiction, it will be deemed removed herefrom, and the remainder of this Agreement will continue to have its intended full force and effect.

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.

Date: _____

By: _____

ADMINISTRATOR

BOARD OF EDUCATION,
COMMUNITY CONSOLIDATED
SCHOOL DISTRICT NO. 46

Date: _____

By: _____

PRESIDENT

ATTEST: _____

SECRETARY

ADMINISTRATIVE AGREEMENT (TRS)

THIS AGREEMENT made this **June 9, 2021**, by and between the BOARD OF EDUCATION OF COMMUNITY CONSOLIDATED SCHOOL DISTRICT 46 ("BOARD"), and **Laura Morgan** ("ADMINISTRATOR"), has been approved at the regular meeting of the BOARD held on **June 9, 2021**, and is appended to the Minutes of said meeting.

IT IS AGREED:

1. **EMPLOYMENT-** The ADMINISTRATOR is hereby hired and retained from July 1, **2021** through and including June 30, **2022**, as **Principal of Meadowview**. The work year of the ADMINISTRATOR will be 12 months per year including sick leave and vacation days. This Agreement will not be extended or renewed without the express, written consent of the parties.
2. **DUTIES-** The duties and responsibilities of the ADMINISTRATOR will be those incidental to the office of the ADMINISTRATOR, those set forth in the job description for the position of **Principal** (or, those duties contained in Board Policy, as adopted, and which may be amended from time to time), those obligations imposed by the laws of the State of Illinois upon the ADMINISTRATOR, and the performance of other professional duties customarily performed by an ADMINISTRATOR as from time to time may be assigned to the ADMINISTRATOR by the BOARD or Superintendent. The BOARD reserves the right to reassign the ADMINISTRATOR to different duties from time to time during the term of this Agreement, without loss of pay or notice of a hearing.
3. **SALARY-** In consideration of the annual salary of **One hundred thirty seven thousand four hundred seventy five Dollars (\$137,475)**, the ADMINISTRATOR agrees to devote such time, skill, labor and attention to his employment, during the term of this Agreement, in order to faithfully perform the duties of ADMINISTRATOR. Salary will be paid in equal semi-monthly installments in accordance with the BOARD policy governing payment of salary to the other members of the professional staff, less such amounts as required by law or provided for in this Agreement. The BOARD retains the right to adjust the annual salary and/or fringe benefits of the ADMINISTRATOR during the term of this Agreement, and thereafter, provided that any salary and/or fringe benefit(s) adjustments will not be lower than the annual salary and fringe benefits paid by the BOARD for the preceding contract year. Any adjustment in salary and/or fringe benefits made during the life of this Agreement will be in writing and will become a part of this Agreement. It is provided, however, that by doing so it will 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 provided both parties agree, and the agreement is reduced to writing.

4. **PROFESSIONAL DISTINCTION BONUS** – The BOARD will pay the ADMINISTRATOR a one-time Professional Distinction Bonus for service during the 2020-2021 school year in the amount of \$1,000 and in accordance with the terms and conditions applied to the payment of said bonus to the licensed teaching staff.
5. **HOSPITALIZATION/MAJOR MEDICAL INSURANCE-** The BOARD will provide and pay the entire premiums for hospitalization and major medical insurance for the ADMINISTRATOR if the ADMINISTRATOR elects to receive single coverage under an HMO (as defined by the contract of insurance then in effect) during the life of this Agreement, in accordance with the basic insurance coverage provided to other members of the professional staff. Alternatively, should the ADMINISTRATOR elect to receive single coverage under a PPO (as defined by the contract of insurance then in effect), the BOARD will provide and pay Ninety Five percent (95%) of the premiums for hospitalization and major medical, in accordance with the basic insurance coverage provided to other members of the professional staff.
6. **MEDICAL EXAMINATION-** During the term of this Agreement, the ADMINISTRATOR may be required to obtain a comprehensive medical examination, the cost of which will be paid by the BOARD. A copy of the examination or certificate of the physician certifying the physical ability of the ADMINISTRATOR to perform his essential job functions will be given to the President of the BOARD and the Superintendent. The physician performing the medical examination will be one licensed to practice medicine in all of its branches and will be chosen by the BOARD, or by mutual agreement of the BOARD and ADMINISTRATOR.
7. **SICK LEAVE-** The ADMINISTRATOR will be entitled to Fifteen (15) days of sick leave at full pay during each year. The ADMINISTRATOR will have the right, upon his resignation or retirement, to use any accumulated sick leave days for those purposes as may be permitted by law. Accumulated sick leave is not reimbursable upon termination from employment.
8. **VACATION AND PERSONAL LEAVE-** The ADMINISTRATOR will receive Twenty Five (25) work days of vacation annually, exclusive of weekends and BOARD approved holidays for twelve-month staff. Other spring, summer and winter non-student attendance periods will constitute work days unless specifically scheduled and credited toward the vacation listed above. All annual vacation will be deemed to have been earned on July 1st of each year of this Agreement. Vacation will be taken within Thirteen (13) months of the year in which it is earned with no more than Five (5) days

carried over from year-to-year. The parties expressly acknowledge and agree that this period of time provides the ADMINISTRATOR with a reasonable opportunity to take said unused vacation days. By executing this Agreement, the ADMINISTRATOR acknowledges and agrees that he has received notice of this provision. The ADMINISTRATOR will have no right to compensation for vacation days lost under this provision. The scheduling of more than five (5) consecutive vacation days will be by agreement between the Superintendent, the BOARD and the ADMINISTRATOR. Additionally, the ADMINISTRATOR will receive Three (3) work days of personal leave annually.

9. **TEACHERS' RETIREMENT SYSTEM CONTRIBUTION** - In addition to the salary paid to the ADMINISTRATOR by the BOARD as expressed in Section 4, the BOARD will pick up and pay on the ADMINISTRATOR'S behalf, his entire required retirement contribution to TRS pursuant to Sections 16-152 and 16-1 52.1 of the *Illinois Pension Code*. The BOARD will remit this contribution to TRS.
10. **TEACHERS' HEALTH INSURANCE SECURITY FUND CONTRIBUTION** - The BOARD will pay on behalf of the ADMINISTRATOR his required contribution to the Teachers' Health Insurance Security (THIS) fund. The BOARD will remit this contribution to TRS as the fund's collection agent. Payments made by the BOARD to TRS under this Section will not be reportable to TRS as creditable earnings and will be excluded from the ADMINISTRATOR'S taxable income.

The BOARD and the ADMINISTRATOR make no commitment or guarantee that the BOARD'S payment of the contribution limit will continue to be excludable from the ADMINISTRATOR'S gross income for federal or state income tax purposes or excludable by TRS from creditable earnings.

Because neither party can represent what position the IRS, or any other government entity, will take with respect to these payments and withholdings; it is mutually agreed that each side will be responsible for any costs for which it is legally responsible without indemnification or any other recourse from the other side. That is, if it is subsequently determined that the ADMINISTRATOR should have paid taxes on any portion of the contribution for which he did not pay taxes, the interest and penalties are the ADMINISTRATOR'S responsibility alone. If the BOARD is penalized for failing to withhold enough taxes based on the payroll information in its possession at the time of payment of the contribution, those penalties are the BOARD'S responsibility alone. Both the BOARD and the ADMINISTRATOR expressly waive the right to seek indemnification or reimbursement from the other as the result of any government decision on the taxability of these amounts. In the event the IRS, or any other government entity, determines that the ADMINISTRATOR owes more taxes, she has no right to seek additional sums from the BOARD.

11. **TERM LIFE INSURANCE**- The BOARD will provide and pay the premiums for a term life insurance policy for the ADMINISTRATOR during the term of this Contract in the amount

of \$50,000. The BOARD will assign the ownership of the term life insurance policy to a person or trust designated by the ADMINISTRATOR, and upon termination of this Contract will allow that owner to continue the life insurance policy at his/her own expense.

12. **RETIREMENT BENEFITS** – The ADMINISTRATOR may elect retirement benefits pursuant to the terms of Article V of the collective bargaining agreement between the BOARD and the GRAYSLAKE FEDERATION OF TEACHERS, IFT/AFT, provided the terms of Article V are in effect at the time notice of retirement is given and provided the ADMINISTRATOR meets all eligibility criteria for such benefits.
13. **MEMBERSHIP DUES**- With prior Superintendent and BOARD approval and upon proper substantiation, the ADMINISTRATOR will be reimbursed for the dues and membership fees for work-related national or state organization memberships and for local organizations to which they belong. This charge should fall within the parameters of the building budget.
14. **PROFESSIONAL ACTIVITIES**- The ADMINISTRATOR will be encouraged to attend appropriate professional meetings and continuing education at the local, state and national levels. With prior Superintendent and BOARD approval, the ADMINISTRATOR will be reimbursed for the cost of attendance at the meetings. This charge should fall within the parameters of the building budget.
15. **TRANSPORTATION EXPENSES**- As a condition of employment, the ADMINISTRATOR is required to have a personally owned automobile or other vehicle for use in his duties. The ADMINISTRATOR will bear all costs associated with the upkeep and maintenance of said vehicle including, but not limited to, license, sticker fees, fuel, repairs, parking, tolls and insurance. The BOARD will reimburse the ADMINISTRATOR during the term of this Agreement for necessary, work related automobile travel at the then applicable IRS reimbursement rate upon submission of appropriate substantiation of those expenses by the ADMINISTRATOR.
16. **BACKGROUND INVESTIGATION** - The BOARD is prohibited from knowingly employing a person who has been convicted of committing or attempting to commit certain criminal offenses. If the required fingerprint-based criminal background investigation is not completed at the time this Agreement is signed, and the subsequent investigation report reveals that there has been a prohibited conviction, this Agreement will immediately become null and void.
17. **TUITION REIMBURSEMENT**- The Board shall reimburse the full cost of graduate course tuition, including all required textbook fees, up to \$8,000 per ADMINISTRATOR, not to exceed \$24,000 per year contingent upon job retention in the District. Should the ADMINISTRATOR leave the District prior to three (3) full years of employment post tuition reimbursement, the ADMINISTRATOR agrees to repay the District based on the following schedule: 1 Year – 100% tuition payback, 2 Years – 50% tuition payback, and 3 Years – No payback necessary. In the event the yearly \$24,000 budgeted for professional growth is exceeded by claims, the following calculation will serve to determine the percentage reimbursement per ADMINISTRATOR total claim:

\$24,000/total professional growth dollar claims = %. Multiply the percentage calculated above by each ADMINISTRATOR'S total claim amount.

18. TERMINATION OF AGREEMENT- This Agreement may be terminated prior to June 30, **2022**, by:

- A. Mutual agreement of the parties.
- B. Retirement.
- C. Resignation, provided, however, the ADMINISTRATOR gives the BOARD at least ninety (90) days prior written notice of the proposed resignation.
- D. Disability. In the event of disability by illness or incapacity, after the ADMINISTRATOR'S sick leave has been exhausted, the compensation will be reinstated after the ADMINISTRATOR has returned to employment and undertaken the full discharge of his duties. The BOARD may terminate this Agreement by written notice to the ADMINISTRATOR at any time after the ADMINISTRATOR has exhausted any accumulated sick leave and such other leave as may be available and has been absent from his employment for whatever cause for an additional continuous period of three (3) months. All obligations of the BOARD will cease upon such termination. If a question exists concerning the capacity of the ADMINISTRATOR to return to his duties the BOARD may require the ADMINISTRATOR to submit to a medical examination, to be performed by a doctor licensed to practice medicine. The BOARD and ADMINISTRATOR will mutually agree upon the physician who will conduct the examination. The examination will be done at the expense of the BOARD. The physician will limit his report to the issue of whether the ADMINISTRATOR has a continuing disability which prohibits him from performing his duties.
- E. Discharge for cause. "For cause" will mean any conduct, act, or failure to act by the ADMINISTRATOR, which is detrimental to the best interests of the School District. Reasons for discharge for cause will be given in writing to the ADMINISTRATOR, who will be entitled to notice of a hearing and a hearing before the BOARD to discuss the discharge. If the ADMINISTRATOR chooses to be accompanied by legal counsel, he will bear any costs involved therein. The BOARD hearing will be conducted in closed session. The BOARD will not arbitrarily or capriciously dismiss the ADMINISTRATOR.
- F. Failure to comply with the terms and conditions of this Agreement. The BOARD has the right to reassign the ADMINISTRATOR to other duties upon the recommendation of the Superintendent for the duration of the agreement term when such reassignment is in the best interests of the District. Nothing herein will prohibit the BOARD from suspending the ADMINISTRATOR without pay when the performance of the ADMINISTRATOR is justifiably questioned, pending the outcome of any inquiry.

19. EVALUATION - The BOARD and ADMINISTRATOR agree that there will be an annual evaluation of the ADMINISTRATOR'S performance under this Agreement. The

evaluation will consider, but not be limited to, an examination of attainment of goals, administration of personnel, rapport with the BOARD and Superintendent and other factors of appraisal that may be established by the parties. In the event that the Superintendent determines that the performance of the ADMINISTRATOR is unsatisfactory in any respect, she will describe in writing, in reasonable detail, specific instances of unsatisfactory performance. The evaluation will include recommendations as to areas of improvement in all instances where the Superintendent deems performance to be unsatisfactory. The ADMINISTRATOR will have the right to make a written reaction or response to the evaluation. This response will become a permanent attachment to the ADMINISTRATOR'S personnel file.

20. **PROFESSIONAL LIABILITY-** The BOARD agrees that it will defend, hold harmless, and indemnify the ADMINISTRATOR from any and all demands, claims, suits, actions and legal proceedings brought against the ADMINISTRATOR in his individual capacity, or in his official capacity as agent and employee of the BOARD provided the incident arose while the ADMINISTRATOR was acting within the scope of his employment and excluding criminal litigation and such liability coverage as is beyond the authority of the BOARD to provide under state law. Except that, in no case, will individual BOARD members be considered personally liable for indemnifying the ADMINISTRATOR against such demands, claims, suits, actions and legal proceedings.

21. **NOTICE-** Any notice or communication permitted or required under this Agreement will be in writing and will become effective on the day of mailing thereof by first class mail, registered or certified mail, postage prepaid, addressed:

If to the BOARD, to:

President
Board of Education
Community Consolidated School District 46
565 Frederick Road Grayslake, Illinois 60030

If to the ADMINISTRATOR, to:

Laura Morgan

(at the last address of the ADMINISTRATOR contained in official Business Office records of the BOARD).

22. **MISCELLANEOUS**

- A. This Agreement has been executed in Illinois, and will be governed in according to the laws of the state of Illinois in every respect.
- B. Section headings and numbers have been inserted for convenience of reference only, and if there will be any conflict between such headings or numbers and the text of this Agreement, the text will control.

- C. This Agreement may be executed in one or more counterparts, each of which will be considered an original, and all of which taken together will be considered one and the same instrument.
- D. This Agreement contains all the terms agreed upon by the parties with respect to the subject matter of this Agreement and supersedes all prior contracts, arrangements, and communications between the parties concerning such subject matter, whether oral or written.
- E. This Agreement will be binding upon and inure to the benefit of the ADMINISTRATOR, his successors, assigns, heirs, executors, and personal representatives, and will be binding upon, and inure to the benefit of the BOARD, its successors and assigns.
- F. Both parties have had the opportunity to seek the advice of counsel.
- G. No subsequent alteration, amendment, change, or addition to this Agreement, will be binding upon the parties unless reduced to writing and duly authorized and signed by each of them.
- H. The BOARD retains the right to appeal, change or modify any policies or procedures which it has adopted or may hereafter adopt, subject however, to restrictions contained in the Illinois School Code and other applicable law.
- I. If any section, provision, paragraph, phrase, clause or word contained herein is held to be void, invalid or contrary to law by a court of competent jurisdiction, it will be deemed removed herefrom, and the remainder of this Agreement will continue to have its intended full force and effect.

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.

Date: _____

By: _____

ADMINISTRATOR

BOARD OF EDUCATION,
COMMUNITY CONSOLIDATED
SCHOOL DISTRICT NO. 46

Date: _____

By: _____

PRESIDENT

ATTEST: _____

SECRETARY

ADMINISTRATIVE AGREEMENT (TRS)

THIS AGREEMENT made this **June 9, 2021**, by and between the BOARD OF EDUCATION OF COMMUNITY CONSOLIDATED SCHOOL DISTRICT 46 ("BOARD"), and **Vince Murray** ("ADMINISTRATOR"), has been approved at the regular meeting of the BOARD held on **June 9, 2021**, and is appended to the Minutes of said meeting.

IT IS AGREED:

1. **EMPLOYMENT-** The ADMINISTRATOR is hereby hired and retained from July 1, **2021** through and including June 30, **2022**, as **Principal of Prairieview School**. The work year of the ADMINISTRATOR will be 12 months per year including sick leave and vacation days. This Agreement will not be extended or renewed without the express, written consent of the parties.
2. **DUTIES-** The duties and responsibilities of the ADMINISTRATOR will be those incidental to the office of the ADMINISTRATOR, those set forth in the job description for the position of **Principal** (or, those duties contained in Board Policy, as adopted, and which may be amended from time to time), those obligations imposed by the laws of the State of Illinois upon the ADMINISTRATOR, and the performance of other professional duties customarily performed by an ADMINISTRATOR as from time to time may be assigned to the ADMINISTRATOR by the BOARD or Superintendent. The BOARD reserves the right to reassign the ADMINISTRATOR to different duties from time to time during the term of this Agreement, without loss of pay or notice of a hearing.
3. **SALARY-** In consideration of the annual salary of **One hundred twenty one thousand three hundred six Dollars (\$121,306)**, the ADMINISTRATOR agrees to devote such time, skill, labor and attention to his employment, during the term of this Agreement, in order to faithfully perform the duties of ADMINISTRATOR. Salary will be paid in equal semi-monthly installments in accordance with the BOARD policy governing payment of salary to the other members of the professional staff, less such amounts as required by law or provided for in this Agreement. The BOARD retains the right to adjust the annual salary and/or fringe benefits of the ADMINISTRATOR during the term of this Agreement, and thereafter, provided that any salary and/or fringe benefit(s) adjustments will not be lower than the annual salary and fringe benefits paid by the BOARD for the preceding contract year. Any adjustment in salary and/or fringe benefits made during the life of this Agreement will be in writing and will become a part of this Agreement. It is provided, however, that by doing so it will 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 provided both parties agree, and the agreement is reduced to writing.

4. **PROFESSIONAL DISTINCTION BONUS** – The BOARD will pay the ADMINISTRATOR a one-time Professional Distinction Bonus for service during the 2020-2021 school year in the amount of \$1,000 and in accordance with the terms and conditions applied to the payment of said bonus to the licensed teaching staff.
5. **HOSPITALIZATION/MAJOR MEDICAL INSURANCE-** The BOARD will provide and pay the entire premiums for hospitalization and major medical insurance for the ADMINISTRATOR if the ADMINISTRATOR elects to receive single coverage under an HMO (as defined by the contract of insurance then in effect) during the life of this Agreement, in accordance with the basic insurance coverage provided to other members of the professional staff. Alternatively, should the ADMINISTRATOR elect to receive single coverage under a PPO (as defined by the contract of insurance then in effect), the BOARD will provide and pay Ninety Five percent (95%) of the premiums for hospitalization and major medical, in accordance with the basic insurance coverage provided to other members of the professional staff.
6. **MEDICAL EXAMINATION-** During the term of this Agreement, the ADMINISTRATOR may be required to obtain a comprehensive medical examination, the cost of which will be paid by the BOARD. A copy of the examination or certificate of the physician certifying the physical ability of the ADMINISTRATOR to perform his essential job functions will be given to the President of the BOARD and the Superintendent. The physician performing the medical examination will be one licensed to practice medicine in all of its branches and will be chosen by the BOARD, or by mutual agreement of the BOARD and ADMINISTRATOR.
7. **SICK LEAVE-** The ADMINISTRATOR will be entitled to Fifteen (15) days of sick leave at full pay during each year. The ADMINISTRATOR will have the right, upon his resignation or retirement, to use any accumulated sick leave days for those purposes as may be permitted by law. Accumulated sick leave is not reimbursable upon termination from employment.
8. **VACATION AND PERSONAL LEAVE-** The ADMINISTRATOR will receive Twenty Five (25) work days of vacation annually, exclusive of weekends and BOARD approved holidays for twelve-month staff. Other spring, summer and winter non-student attendance periods will constitute work days unless specifically scheduled and credited toward the vacation listed above. All annual vacation will be deemed to have been earned on July 1st of each year of this Agreement. Vacation will be taken within Thirteen (13) months of the year in which it is earned with no more than Five (5) days

carried over from year-to-year. The parties expressly acknowledge and agree that this period of time provides the ADMINISTRATOR with a reasonable opportunity to take said unused vacation days. By executing this Agreement, the ADMINISTRATOR acknowledges and agrees that he has received notice of this provision. The ADMINISTRATOR will have no right to compensation for vacation days lost under this provision. The scheduling of more than five (5) consecutive vacation days will be by agreement between the Superintendent, the BOARD and the ADMINISTRATOR. Additionally, the ADMINISTRATOR will receive Three (3) work days of personal leave annually.

9. **TEACHERS' RETIREMENT SYSTEM CONTRIBUTION** - In addition to the salary paid to the ADMINISTRATOR by the BOARD as expressed in Section 4, the BOARD will pick up and pay on the ADMINISTRATOR'S behalf, his entire required retirement contribution to TRS pursuant to Sections 16-152 and 16-1 52.1 of the *Illinois Pension Code*. The BOARD will remit this contribution to TRS.
10. **TEACHERS' HEALTH INSURANCE SECURITY FUND CONTRIBUTION** - The BOARD will pay on behalf of the ADMINISTRATOR his required contribution to the Teachers' Health Insurance Security (THIS) fund. The BOARD will remit this contribution to TRS as the fund's collection agent. Payments made by the BOARD to TRS under this Section will not be reportable to TRS as creditable earnings and will be excluded from the ADMINISTRATOR'S taxable income.

The BOARD and the ADMINISTRATOR make no commitment or guarantee that the BOARD'S payment of the contribution limit will continue to be excludable from the ADMINISTRATOR'S gross income for federal or state income tax purposes or excludable by TRS from creditable earnings.

Because neither party can represent what position the IRS, or any other government entity, will take with respect to these payments and withholdings; it is mutually agreed that each side will be responsible for any costs for which it is legally responsible without indemnification or any other recourse from the other side. That is, if it is subsequently determined that the ADMINISTRATOR should have paid taxes on any portion of the contribution for which he did not pay taxes, the interest and penalties are the ADMINISTRATOR'S responsibility alone. If the BOARD is penalized for failing to withhold enough taxes based on the payroll information in its possession at the time of payment of the contribution, those penalties are the BOARD'S responsibility alone. Both the BOARD and the ADMINISTRATOR expressly waive the right to seek indemnification or reimbursement from the other as the result of any government decision on the taxability of these amounts. In the event the IRS, or any other government entity, determines that the ADMINISTRATOR owes more taxes, she has no right to seek additional sums from the BOARD.

11. **TERM LIFE INSURANCE**- The BOARD will provide and pay the premiums for a term life insurance policy for the ADMINISTRATOR during the term of this Contract in the amount

of \$50,000. The BOARD will assign the ownership of the term life insurance policy to a person or trust designated by the ADMINISTRATOR, and upon termination of this Contract will allow that owner to continue the life insurance policy at his/her own expense.

12. **RETIREMENT BENEFITS** – The ADMINISTRATOR may elect retirement benefits pursuant to the terms of Article V of the collective bargaining agreement between the BOARD and the GRAYSLAKE FEDERATION OF TEACHERS, IFT/AFT, provided the terms of Article V are in effect at the time notice of retirement is given and provided the ADMINISTRATOR meets all eligibility criteria for such benefits.
13. **MEMBERSHIP DUES**- With prior Superintendent and BOARD approval and upon proper substantiation, the ADMINISTRATOR will be reimbursed for the dues and membership fees for work-related national or state organization memberships and for local organizations to which they belong. This charge should fall within the parameters of the building budget.
14. **PROFESSIONAL ACTIVITIES**- The ADMINISTRATOR will be encouraged to attend appropriate professional meetings and continuing education at the local, state and national levels. With prior Superintendent and BOARD approval, the ADMINISTRATOR will be reimbursed for the cost of attendance at the meetings. This charge should fall within the parameters of the building budget.
15. **TRANSPORTATION EXPENSES**- As a condition of employment, the ADMINISTRATOR is required to have a personally owned automobile or other vehicle for use in his duties. The ADMINISTRATOR will bear all costs associated with the upkeep and maintenance of said vehicle including, but not limited to, license, sticker fees, fuel, repairs, parking, tolls and insurance. The BOARD will reimburse the ADMINISTRATOR during the term of this Agreement for necessary, work related automobile travel at the then applicable IRS reimbursement rate upon submission of appropriate substantiation of those expenses by the ADMINISTRATOR.
16. **BACKGROUND INVESTIGATION** - The BOARD is prohibited from knowingly employing a person who has been convicted of committing or attempting to commit certain criminal offenses. If the required fingerprint-based criminal background investigation is not completed at the time this Agreement is signed, and the subsequent investigation report reveals that there has been a prohibited conviction, this Agreement will immediately become null and void.
17. **TUITION REIMBURSEMENT**- The Board shall reimburse the full cost of graduate course tuition, including all required textbook fees, up to \$8,000 per ADMINISTRATOR, not to exceed \$24,000 per year contingent upon job retention in the District. Should the ADMINISTRATOR leave the District prior to three (3) full years of employment post tuition reimbursement, the ADMINISTRATOR agrees to repay the District based on the following schedule: 1 Year – 100% tuition payback, 2 Years – 50% tuition payback, and 3 Years – No payback necessary. In the event the yearly \$24,000 budgeted for professional growth is exceeded by claims, the following calculation will serve to determine the percentage reimbursement per ADMINISTRATOR total claim:

\$24,000/total professional growth dollar claims = %. Multiply the percentage calculated above by each ADMINISTRATOR'S total claim amount.

18. **TERMINATION OF AGREEMENT-** This Agreement may be terminated prior to June 30, 2022, by:
- A. Mutual agreement of the parties.
 - B. Retirement.
 - C. Resignation, provided, however, the ADMINISTRATOR gives the BOARD at least ninety (90) days prior written notice of the proposed resignation.
 - D. Disability. In the event of disability by illness or incapacity, after the ADMINISTRATOR'S sick leave has been exhausted, the compensation will be reinstated after the ADMINISTRATOR has returned to employment and undertaken the full discharge of his duties. The BOARD may terminate this Agreement by written notice to the ADMINISTRATOR at any time after the ADMINISTRATOR has exhausted any accumulated sick leave and such other leave as may be available and has been absent from his employment for whatever cause for an additional continuous period of three (3) months. All obligations of the BOARD will cease upon such termination. If a question exists concerning the capacity of the ADMINISTRATOR to return to his duties the BOARD may require the ADMINISTRATOR to submit to a medical examination, to be performed by a doctor licensed to practice medicine. The BOARD and ADMINISTRATOR will mutually agree upon the physician who will conduct the examination. The examination will be done at the expense of the BOARD. The physician will limit his report to the issue of whether the ADMINISTRATOR has a continuing disability which prohibits him from performing his duties.
 - E. Discharge for cause. "For cause" will mean any conduct, act, or failure to act by the ADMINISTRATOR, which is detrimental to the best interests of the School District. Reasons for discharge for cause will be given in writing to the ADMINISTRATOR, who will be entitled to notice of a hearing and a hearing before the BOARD to discuss the discharge. If the ADMINISTRATOR chooses to be accompanied by legal counsel, he will bear any costs involved therein. The BOARD hearing will be conducted in closed session. The BOARD will not arbitrarily or capriciously dismiss the ADMINISTRATOR.
 - F. Failure to comply with the terms and conditions of this Agreement. The BOARD has the right to reassign the ADMINISTRATOR to other duties upon the recommendation of the Superintendent for the duration of the agreement term when such reassignment is in the best interests of the District. Nothing herein will prohibit the BOARD from suspending the ADMINISTRATOR without pay when the performance of the ADMINISTRATOR is justifiably questioned, pending the outcome of any inquiry.
19. **EVALUATION** - The BOARD and ADMINISTRATOR agree that there will be an annual evaluation of the ADMINISTRATOR'S performance under this Agreement. The

evaluation will consider, but not be limited to, an examination of attainment of goals, administration of personnel, rapport with the BOARD and Superintendent and other factors of appraisal that may be established by the parties. In the event that the Superintendent determines that the performance of the ADMINISTRATOR is unsatisfactory in any respect, she will describe in writing, in reasonable detail, specific instances of unsatisfactory performance. The evaluation will include recommendations as to areas of improvement in all instances where the Superintendent deems performance to be unsatisfactory. The ADMINISTRATOR will have the right to make a written reaction or response to the evaluation. This response will become a permanent attachment to the ADMINISTRATOR'S personnel file.

20. **PROFESSIONAL LIABILITY-** The BOARD agrees that it will defend, hold harmless, and indemnify the ADMINISTRATOR from any and all demands, claims, suits, actions and legal proceedings brought against the ADMINISTRATOR in his individual capacity, or in his official capacity as agent and employee of the BOARD provided the incident arose while the ADMINISTRATOR was acting within the scope of his employment and excluding criminal litigation and such liability coverage as is beyond the authority of the BOARD to provide under state law. Except that, in no case, will individual BOARD members be considered personally liable for indemnifying the ADMINISTRATOR against such demands, claims, suits, actions and legal proceedings.

21. **NOTICE-** Any notice or communication permitted or required under this Agreement will be in writing and will become effective on the day of mailing thereof by first class mail, registered or certified mail, postage prepaid, addressed:

If to the BOARD, to:

President
Board of Education
Community Consolidated School District 46
565 Frederick Road Grayslake, Illinois 60030

If to the ADMINISTRATOR, to:

Vince Murray

(at the last address of the ADMINISTRATOR contained in official Business Office records of the BOARD).

22. **MISCELLANEOUS**

- A. This Agreement has been executed in Illinois, and will be governed in accordance to the laws of the state of Illinois in every respect.
- B. Section headings and numbers have been inserted for convenience of reference only, and if there will be any conflict between such headings or numbers and the text of this Agreement, the text will control.

- C. This Agreement may be executed in one or more counterparts, each of which will be considered an original, and all of which taken together will be considered one and the same instrument.
- D. This Agreement contains all the terms agreed upon by the parties with respect to the subject matter of this Agreement and supersedes all prior contracts, arrangements, and communications between the parties concerning such subject matter, whether oral or written.
- E. This Agreement will be binding upon and inure to the benefit of the ADMINISTRATOR, his successors, assigns, heirs, executors, and personal representatives, and will be binding upon, and inure to the benefit of the BOARD, its successors and assigns.
- F. Both parties have had the opportunity to seek the advice of counsel.
- G. No subsequent alteration, amendment, change, or addition to this Agreement, will be binding upon the parties unless reduced to writing and duly authorized and signed by each of them.
- H. The BOARD retains the right to appeal, change or modify any policies or procedures which it has adopted or may hereafter adopt, subject however, to restrictions contained in the Illinois School Code and other applicable law.
- I. If any section, provision, paragraph, phrase, clause or word contained herein is held to be void, invalid or contrary to law by a court of competent jurisdiction, it will be deemed removed herefrom, and the remainder of this Agreement will continue to have its intended full force and effect.

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.

Date: _____

By: _____

ADMINISTRATOR

BOARD OF EDUCATION,
COMMUNITY CONSOLIDATED
SCHOOL DISTRICT NO. 46

Date: _____

By: _____

PRESIDENT

ATTEST: _____

SECRETARY

ADMINISTRATIVE AGREEMENT (TRS)

THIS AGREEMENT made this **June 9, 2021**, by and between the BOARD OF EDUCATION OF COMMUNITY CONSOLIDATED SCHOOL DISTRICT 46 ("BOARD"), and **Cathy Santelle** ("ADMINISTRATOR"), has been approved at the regular meeting of the BOARD held on **June 9, 2021**, and is appended to the Minutes of said meeting.

IT IS AGREED:

1. **EMPLOYMENT-** The ADMINISTRATOR is hereby hired and retained from July 1, **2021** through and including June 30, **2022**, as **Principal of Woodview School**. The work year of the ADMINISTRATOR will be 12 months per year including sick leave and vacation days. This Agreement will not be extended or renewed without the express, written consent of the parties.
2. **DUTIES-** The duties and responsibilities of the ADMINISTRATOR will be those incidental to the office of the ADMINISTRATOR, those set forth in the job description for the position of **Principal** (or, those duties contained in Board Policy, as adopted, and which may be amended from time to time), those obligations imposed by the laws of the State of Illinois upon the ADMINISTRATOR, and the performance of other professional duties customarily performed by an ADMINISTRATOR as from time to time may be assigned to the ADMINISTRATOR by the BOARD or Superintendent. The BOARD reserves the right to reassign the ADMINISTRATOR to different duties from time to time during the term of this Agreement, without loss of pay or notice of a hearing.
3. **SALARY-** In consideration of the annual salary of **One hundred twenty two thousand six hundred twenty one Dollars (\$122,621.00)**, the ADMINISTRATOR agrees to devote such time, skill, labor and attention to his employment, during the term of this Agreement, in order to faithfully perform the duties of ADMINISTRATOR. Salary will be paid in equal semi-monthly installments in accordance with the BOARD policy governing payment of salary to the other members of the professional staff, less such amounts as required by law or provided for in this Agreement. The BOARD retains the right to adjust the annual salary and/or fringe benefits of the ADMINISTRATOR during the term of this Agreement, and thereafter, provided that any salary and/or fringe benefit(s) adjustments will not be lower than the annual salary and fringe benefits paid by the BOARD for the preceding contract year. Any adjustment in salary and/or fringe benefits made during the life of this Agreement will be in writing and will become a part of this Agreement. It is provided, however, that by doing so it will 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 provided both parties agree, and the agreement is reduced to writing.

4. **PROFESSIONAL DISTINCTION BONUS** – The BOARD will pay the ADMINISTRATOR a one-time Professional Distinction Bonus for service during the 2020-2021 school year in the amount of \$1,000 and in accordance with the terms and conditions applied to the payment of said bonus to the licensed teaching staff.
5. **HOSPITALIZATION/MAJOR MEDICAL INSURANCE-** The BOARD will provide and pay the entire premiums for hospitalization and major medical insurance for the ADMINISTRATOR if the ADMINISTRATOR elects to receive single coverage under an HMO (as defined by the contract of insurance then in effect) during the life of this Agreement, in accordance with the basic insurance coverage provided to other members of the professional staff. Alternatively, should the ADMINISTRATOR elect to receive single coverage under a PPO (as defined by the contract of insurance then in effect), the BOARD will provide and pay Ninety Five percent (95%) of the premiums for hospitalization and major medical, in accordance with the basic insurance coverage provided to other members of the professional staff.
6. **MEDICAL EXAMINATION-** During the term of this Agreement, the ADMINISTRATOR may be required to obtain a comprehensive medical examination, the cost of which will be paid by the BOARD. A copy of the examination or certificate of the physician certifying the physical ability of the ADMINISTRATOR to perform his essential job functions will be given to the President of the BOARD and the Superintendent. The physician performing the medical examination will be one licensed to practice medicine in all of its branches and will be chosen by the BOARD, or by mutual agreement of the BOARD and ADMINISTRATOR.
7. **SICK LEAVE-** The ADMINISTRATOR will be entitled to Fifteen (15) days of sick leave at full pay during each year. The ADMINISTRATOR will have the right, upon his resignation or retirement, to use any accumulated sick leave days for those purposes as may be permitted by law. Accumulated sick leave is not reimbursable upon termination from employment.
8. **VACATION AND PERSONAL LEAVE-** The ADMINISTRATOR will receive Twenty Five (25) work days of vacation annually, exclusive of weekends and BOARD approved holidays for twelve-month staff. Other spring, summer and winter non-student attendance periods will constitute work days unless specifically scheduled and credited toward the vacation listed above. All annual vacation will be deemed to have been earned on July 1st of each year of this Agreement. Vacation will be taken within Thirteen (13) months of the year in which it is earned with no more than Five (5) days

carried over from year-to-year. The parties expressly acknowledge and agree that this period of time provides the ADMINISTRATOR with a reasonable opportunity to take said unused vacation days. By executing this Agreement, the ADMINISTRATOR acknowledges and agrees that he has received notice of this provision. The ADMINISTRATOR will have no right to compensation for vacation days lost under this provision. The scheduling of more than five (5) consecutive vacation days will be by agreement between the Superintendent, the BOARD and the ADMINISTRATOR. Additionally, the ADMINISTRATOR will receive Three (3) work days of personal leave annually.

9. **TEACHERS' RETIREMENT SYSTEM CONTRIBUTION** - In addition to the salary paid to the ADMINISTRATOR by the BOARD as expressed in Section 4, the BOARD will pick up and pay on the ADMINISTRATOR'S behalf, his entire required retirement contribution to TRS pursuant to Sections 16-152 and 16-1 52.1 of the *Illinois Pension Code*. The BOARD will remit this contribution to TRS.
10. **TEACHERS' HEALTH INSURANCE SECURITY FUND CONTRIBUTION** - The BOARD will pay on behalf of the ADMINISTRATOR his required contribution to the Teachers' Health Insurance Security (THIS) fund. The BOARD will remit this contribution to TRS as the fund's collection agent. Payments made by the BOARD to TRS under this Section will not be reportable to TRS as creditable earnings and will be excluded from the ADMINISTRATOR'S taxable income.

The BOARD and the ADMINISTRATOR make no commitment or guarantee that the BOARD'S payment of the contribution limit will continue to be excludable from the ADMINISTRATOR'S gross income for federal or state income tax purposes or excludable by TRS from creditable earnings.

Because neither party can represent what position the IRS, or any other government entity, will take with respect to these payments and withholdings; it is mutually agreed that each side will be responsible for any costs for which it is legally responsible without indemnification or any other recourse from the other side. That is, if it is subsequently determined that the ADMINISTRATOR should have paid taxes on any portion of the contribution for which he did not pay taxes, the interest and penalties are the ADMINISTRATOR'S responsibility alone. If the BOARD is penalized for failing to withhold enough taxes based on the payroll information in its possession at the time of payment of the contribution, those penalties are the BOARD'S responsibility alone. Both the BOARD and the ADMINISTRATOR expressly waive the right to seek indemnification or reimbursement from the other as the result of any government decision on the taxability of these amounts. In the event the IRS, or any other government entity, determines that the ADMINISTRATOR owes more taxes, she has no right to seek additional sums from the BOARD.

11. **TERM LIFE INSURANCE**- The BOARD will provide and pay the premiums for a term life insurance policy for the ADMINISTRATOR during the term of this Contract in the amount

of \$50,000. The BOARD will assign the ownership of the term life insurance policy to a person or trust designated by the ADMINISTRATOR, and upon termination of this Contract will allow that owner to continue the life insurance policy at his/her own expense.

12. **RETIREMENT BENEFITS** – The ADMINISTRATOR may elect retirement benefits pursuant to the terms of Article V of the collective bargaining agreement between the BOARD and the GRAYSLAKE FEDERATION OF TEACHERS, IFT/AFT, provided the terms of Article V are in effect at the time notice of retirement is given and provided the ADMINISTRATOR meets all eligibility criteria for such benefits.
13. **MEMBERSHIP DUES-** With prior Superintendent and BOARD approval and upon proper substantiation, the ADMINISTRATOR will be reimbursed for the dues and membership fees for work-related national or state organization memberships and for local organizations to which they belong. This charge should fall within the parameters of the building budget.
14. **PROFESSIONAL ACTIVITIES-** The ADMINISTRATOR will be encouraged to attend appropriate professional meetings and continuing education at the local, state and national levels. With prior Superintendent and BOARD approval, the ADMINISTRATOR will be reimbursed for the cost of attendance at the meetings. This charge should fall within the parameters of the building budget.
15. **TRANSPORTATION EXPENSES-** As a condition of employment, the ADMINISTRATOR is required to have a personally owned automobile or other vehicle for use in his duties. The ADMINISTRATOR will bear all costs associated with the upkeep and maintenance of said vehicle including, but not limited to, license, sticker fees, fuel, repairs, parking, tolls and insurance. The BOARD will reimburse the ADMINISTRATOR during the term of this Agreement for necessary, work related automobile travel at the then applicable IRS reimbursement rate upon submission of appropriate substantiation of those expenses by the ADMINISTRATOR.
16. **BACKGROUND INVESTIGATION** - The BOARD is prohibited from knowingly employing a person who has been convicted of committing or attempting to commit certain criminal offenses. If the required fingerprint-based criminal background investigation is not completed at the time this Agreement is signed, and the subsequent investigation report reveals that there has been a prohibited conviction, this Agreement will immediately become null and void.
17. **TUITION REIMBURSEMENT-** The Board shall reimburse the full cost of graduate course tuition, including all required textbook fees, up to \$8,000 per ADMINISTRATOR, not to exceed \$24,000 per year contingent upon job retention in the District. Should the ADMINISTRATOR leave the District prior to three (3) full years of employment post tuition reimbursement, the ADMINISTRATOR agrees to repay the District based on the following schedule: 1 Year – 100% tuition payback, 2 Years – 50% tuition payback, and 3 Years – No payback necessary. In the event the yearly \$24,000 budgeted for professional growth is exceeded by claims, the following calculation will serve to determine the percentage reimbursement per ADMINISTRATOR total claim:

\$24,000/total professional growth dollar claims = %. Multiply the percentage calculated above by each ADMINISTRATOR'S total claim amount.

18. TERMINATION OF AGREEMENT- This Agreement may be terminated prior to June 30, **2022**, by:

- A. Mutual agreement of the parties.
- B. Retirement.
- C. Resignation, provided, however, the ADMINISTRATOR gives the BOARD at least ninety (90) days prior written notice of the proposed resignation.
- D. Disability. In the event of disability by illness or incapacity, after the ADMINISTRATOR'S sick leave has been exhausted, the compensation will be reinstated after the ADMINISTRATOR has returned to employment and undertaken the full discharge of his duties. The BOARD may terminate this Agreement by written notice to the ADMINISTRATOR at any time after the ADMINISTRATOR has exhausted any accumulated sick leave and such other leave as may be available and has been absent from his employment for whatever cause for an additional continuous period of three (3) months. All obligations of the BOARD will cease upon such termination. If a question exists concerning the capacity of the ADMINISTRATOR to return to his duties the BOARD may require the ADMINISTRATOR to submit to a medical examination, to be performed by a doctor licensed to practice medicine. The BOARD and ADMINISTRATOR will mutually agree upon the physician who will conduct the examination. The examination will be done at the expense of the BOARD. The physician will limit his report to the issue of whether the ADMINISTRATOR has a continuing disability which prohibits him from performing his duties.
- E. Discharge for cause. "For cause" will mean any conduct, act, or failure to act by the ADMINISTRATOR, which is detrimental to the best interests of the School District. Reasons for discharge for cause will be given in writing to the ADMINISTRATOR, who will be entitled to notice of a hearing and a hearing before the BOARD to discuss the discharge. If the ADMINISTRATOR chooses to be accompanied by legal counsel, he will bear any costs involved therein. The BOARD hearing will be conducted in closed session. The BOARD will not arbitrarily or capriciously dismiss the ADMINISTRATOR.
- F. Failure to comply with the terms and conditions of this Agreement. The BOARD has the right to reassign the ADMINISTRATOR to other duties upon the recommendation of the Superintendent for the duration of the agreement term when such reassignment is in the best interests of the District. Nothing herein will prohibit the BOARD from suspending the ADMINISTRATOR without pay when the performance of the ADMINISTRATOR is justifiably questioned, pending the outcome of any inquiry.

19. EVALUATION - The BOARD and ADMINISTRATOR agree that there will be an annual evaluation of the ADMINISTRATOR'S performance under this Agreement. The

evaluation will consider, but not be limited to, an examination of attainment of goals, administration of personnel, rapport with the BOARD and Superintendent and other factors of appraisal that may be established by the parties. In the event that the Superintendent determines that the performance of the ADMINISTRATOR is unsatisfactory in any respect, she will describe in writing, in reasonable detail, specific instances of unsatisfactory performance. The evaluation will include recommendations as to areas of improvement in all instances where the Superintendent deems performance to be unsatisfactory. The ADMINISTRATOR will have the right to make a written reaction or response to the evaluation. This response will become a permanent attachment to the ADMINISTRATOR'S personnel file.

20. **PROFESSIONAL LIABILITY-** The BOARD agrees that it will defend, hold harmless, and indemnify the ADMINISTRATOR from any and all demands, claims, suits, actions and legal proceedings brought against the ADMINISTRATOR in his individual capacity, or in his official capacity as agent and employee of the BOARD provided the incident arose while the ADMINISTRATOR was acting within the scope of his employment and excluding criminal litigation and such liability coverage as is beyond the authority of the BOARD to provide under state law. Except that, in no case, will individual BOARD members be considered personally liable for indemnifying the ADMINISTRATOR against such demands, claims, suits, actions and legal proceedings.

21. **NOTICE-** Any notice or communication permitted or required under this Agreement will be in writing and will become effective on the day of mailing thereof by first class mail, registered or certified mail, postage prepaid, addressed:

If to the BOARD, to:

President
Board of Education
Community Consolidated School District 46
565 Frederick Road Grayslake, Illinois 60030

If to the ADMINISTRATOR, to:

Cathy Santelle

(at the last address of the ADMINISTRATOR contained in official Business Office records of the BOARD).

22. MISCELLANEOUS

- A. This Agreement has been executed in Illinois, and will be governed in according to the laws of the state of Illinois in every respect.
- B. Section headings and numbers have been inserted for convenience of reference only, and if there will be any conflict between such headings or numbers and the text of this Agreement, the text will control.

- C. This Agreement may be executed in one or more counterparts, each of which will be considered an original, and all of which taken together will be considered one and the same instrument.
- D. This Agreement contains all the terms agreed upon by the parties with respect to the subject matter of this Agreement and supersedes all prior contracts, arrangements, and communications between the parties concerning such subject matter, whether oral or written.
- E. This Agreement will be binding upon and inure to the benefit of the ADMINISTRATOR, his successors, assigns, heirs, executors, and personal representatives, and will be binding upon, and inure to the benefit of the BOARD, its successors and assigns.
- F. Both parties have had the opportunity to seek the advice of counsel.
- G. No subsequent alteration, amendment, change, or addition to this Agreement, will be binding upon the parties unless reduced to writing and duly authorized and signed by each of them.
- H. The BOARD retains the right to appeal, change or modify any policies or procedures which it has adopted or may hereafter adopt, subject however, to restrictions contained in the Illinois School Code and other applicable law.
- I. If any section, provision, paragraph, phrase, clause or word contained herein is held to be void, invalid or contrary to law by a court of competent jurisdiction, it will be deemed removed herefrom, and the remainder of this Agreement will continue to have its intended full force and effect.

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.

Date: _____

By: _____

ADMINISTRATOR

BOARD OF EDUCATION,
COMMUNITY CONSOLIDATED
SCHOOL DISTRICT NO. 46

Date: _____

By: _____

PRESIDENT

ATTEST: _____

SECRETARY

ADMINISTRATIVE AGREEMENT (TRS)

THIS AGREEMENT made this **June 9, 2021**, by and between the BOARD OF EDUCATION OF COMMUNITY CONSOLIDATED SCHOOL DISTRICT 46 ("BOARD"), and **Marcus Smith** ("ADMINISTRATOR"), has been approved at the regular meeting of the BOARD held on **June 9, 2021**, and is appended to the Minutes of said meeting.

IT IS AGREED:

1. **EMPLOYMENT-** The ADMINISTRATOR is hereby hired and retained from July 1, **2021** through and including June 30, **2022**, as **Principal** of **Grayslake Middle School**. The work year of the ADMINISTRATOR will be 12 months per year including sick leave and vacation days. This Agreement will not be extended or renewed without the express, written consent of the parties.
2. **DUTIES-** The duties and responsibilities of the ADMINISTRATOR will be those incidental to the office of the ADMINISTRATOR, those set forth in the job description for the position of **Principal** (or, those duties contained in Board Policy, as adopted, and which may be amended from time to time), those obligations imposed by the laws of the State of Illinois upon the ADMINISTRATOR, and the performance of other professional duties customarily performed by an ADMINISTRATOR as from time to time may be assigned to the ADMINISTRATOR by the BOARD or Superintendent. The BOARD reserves the right to reassign the ADMINISTRATOR to different duties from time to time during the term of this Agreement, without loss of pay or notice of a hearing.
3. **SALARY-** In consideration of the annual salary of **One hundred thirty two thousand three hundred thirty two Dollars (\$132,332.00)**, the ADMINISTRATOR agrees to devote such time, skill, labor and attention to his employment, during the term of this Agreement, in order to faithfully perform the duties of ADMINISTRATOR. Salary will be paid in equal semi-monthly installments in accordance with the BOARD policy governing payment of salary to the other members of the professional staff, less such amounts as required by law or provided for in this Agreement. The BOARD retains the right to adjust the annual salary and/or fringe benefits of the ADMINISTRATOR during the term of this Agreement, and thereafter, provided that any salary and/or fringe benefit(s) adjustments will not be lower than the annual salary and fringe benefits paid by the BOARD for the preceding contract year. Any adjustment in salary and/or fringe benefits made during the life of this Agreement will be in writing and will become a part of this Agreement. It is provided, however, that by doing so it will 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 provided both parties agree, and the agreement is reduced to writing.

4. **PROFESSIONAL DISTINCTION BONUS** – The BOARD will pay the ADMINISTRATOR a one-time Professional Distinction Bonus for service during the 2020-2021 school year in the amount of \$1,000 and in accordance with the terms and conditions applied to the payment of said bonus to the licensed teaching staff.
5. **HOSPITALIZATION/MAJOR MEDICAL INSURANCE-** The BOARD will provide and pay the entire premiums for hospitalization and major medical insurance for the ADMINISTRATOR if the ADMINISTRATOR elects to receive single coverage under an HMO (as defined by the contract of insurance then in effect) during the life of this Agreement, in accordance with the basic insurance coverage provided to other members of the professional staff. Alternatively, should the ADMINISTRATOR elect to receive single coverage under a PPO (as defined by the contract of insurance then in effect), the BOARD will provide and pay Ninety Five percent (95%) of the premiums for hospitalization and major medical, in accordance with the basic insurance coverage provided to other members of the professional staff.
6. **MEDICAL EXAMINATION-** During the term of this Agreement, the ADMINISTRATOR may be required to obtain a comprehensive medical examination, the cost of which will be paid by the BOARD. A copy of the examination or certificate of the physician certifying the physical ability of the ADMINISTRATOR to perform his essential job functions will be given to the President of the BOARD and the Superintendent. The physician performing the medical examination will be one licensed to practice medicine in all of its branches and will be chosen by the BOARD, or by mutual agreement of the BOARD and ADMINISTRATOR.
7. **SICK LEAVE-** The ADMINISTRATOR will be entitled to Fifteen (15) days of sick leave at full pay during each year. The ADMINISTRATOR will have the right, upon his resignation or retirement, to use any accumulated sick leave days for those purposes as may be permitted by law. Accumulated sick leave is not reimbursable upon termination from employment.
8. **VACATION AND PERSONAL LEAVE-** The ADMINISTRATOR will receive Twenty Five (25) work days of vacation annually, exclusive of weekends and BOARD approved holidays for twelve-month staff. Other spring, summer and winter non-student attendance periods will constitute work days unless specifically scheduled and credited toward the vacation listed above. All annual vacation will be deemed to have been earned on July 1st of each year of this Agreement. Vacation will be taken within Thirteen (13) months of the year in which it is earned with no more than Five (5) days

carried over from year-to-year. The parties expressly acknowledge and agree that this period of time provides the ADMINISTRATOR with a reasonable opportunity to take said unused vacation days. By executing this Agreement, the ADMINISTRATOR acknowledges and agrees that he has received notice of this provision. The ADMINISTRATOR will have no right to compensation for vacation days lost under this provision. The scheduling of more than five (5) consecutive vacation days will be by agreement between the Superintendent, the BOARD and the ADMINISTRATOR. Additionally, the ADMINISTRATOR will receive Three (3) work days of personal leave annually.

9. **TEACHERS' RETIREMENT SYSTEM CONTRIBUTION** - In addition to the salary paid to the ADMINISTRATOR by the BOARD as expressed in Section 4, the BOARD will pick up and pay on the ADMINISTRATOR'S behalf, his entire required retirement contribution to TRS pursuant to Sections 16-152 and 16-1 52.1 of the *Illinois Pension Code*. The BOARD will remit this contribution to TRS.

10. **TEACHERS' HEALTH INSURANCE SECURITY FUND CONTRIBUTION** - The BOARD will pay on behalf of the ADMINISTRATOR his required contribution to the Teachers' Health Insurance Security (THIS) fund. The BOARD will remit this contribution to TRS as the fund's collection agent. Payments made by the BOARD to TRS under this Section will not be reportable to TRS as creditable earnings and will be excluded from the ADMINISTRATOR'S taxable income.

The BOARD and the ADMINISTRATOR make no commitment or guarantee that the BOARD'S payment of the contribution limit will continue to be excludable from the ADMINISTRATOR'S gross income for federal or state income tax purposes or excludable by TRS from creditable earnings.

Because neither party can represent what position the IRS, or any other government entity, will take with respect to these payments and withholdings; it is mutually agreed that each side will be responsible for any costs for which it is legally responsible without indemnification or any other recourse from the other side. That is, if it is subsequently determined that the ADMINISTRATOR should have paid taxes on any portion of the contribution for which he did not pay taxes, the interest and penalties are the ADMINISTRATOR'S responsibility alone. If the BOARD is penalized for failing to withhold enough taxes based on the payroll information in its possession at the time of payment of the contribution, those penalties are the BOARD'S responsibility alone. Both the BOARD and the ADMINISTRATOR expressly waive the right to seek indemnification or reimbursement from the other as the result of any government decision on the taxability of these amounts. In the event the IRS, or any other government entity, determines that the ADMINISTRATOR owes more taxes, she has no right to seek additional sums from the BOARD.

11. **TERM LIFE INSURANCE-** The BOARD will provide and pay the premiums for a term life insurance policy for the ADMINISTRATOR during the term of this Contract in the amount

of \$50,000. The BOARD will assign the ownership of the term life insurance policy to a person or trust designated by the ADMINISTRATOR, and upon termination of this Contract will allow that owner to continue the life insurance policy at his/her own expense.

12. **RETIREMENT BENEFITS** – The ADMINISTRATOR may elect retirement benefits pursuant to the terms of Article V of the collective bargaining agreement between the BOARD and the GRAYSLAKE FEDERATION OF TEACHERS, IFT/AFT, provided the terms of Article V are in effect at the time notice of retirement is given and provided the ADMINISTRATOR meets all eligibility criteria for such benefits.
13. **MEMBERSHIP DUES-** With prior Superintendent and BOARD approval and upon proper substantiation, the ADMINISTRATOR will be reimbursed for the dues and membership fees for work-related national or state organization memberships and for local organizations to which they belong. This charge should fall within the parameters of the building budget.
14. **PROFESSIONAL ACTIVITIES-** The ADMINISTRATOR will be encouraged to attend appropriate professional meetings and continuing education at the local, state and national levels. With prior Superintendent and BOARD approval, the ADMINISTRATOR will be reimbursed for the cost of attendance at the meetings. This charge should fall within the parameters of the building budget.
15. **TRANSPORTATION EXPENSES-** As a condition of employment, the ADMINISTRATOR is required to have a personally owned automobile or other vehicle for use in his duties. The ADMINISTRATOR will bear all costs associated with the upkeep and maintenance of said vehicle including, but not limited to, license, sticker fees, fuel, repairs, parking, tolls and insurance. The BOARD will reimburse the ADMINISTRATOR during the term of this Agreement for necessary, work related automobile travel at the then applicable IRS reimbursement rate upon submission of appropriate substantiation of those expenses by the ADMINISTRATOR.
16. **BACKGROUND INVESTIGATION** - The BOARD is prohibited from knowingly employing a person who has been convicted of committing or attempting to commit certain criminal offenses. If the required fingerprint-based criminal background investigation is not completed at the time this Agreement is signed, and the subsequent investigation report reveals that there has been a prohibited conviction, this Agreement will immediately become null and void.
17. **TUITION REIMBURSEMENT-** The Board shall reimburse the full cost of graduate course tuition, including all required textbook fees, up to \$8,000 per ADMINISTRATOR, not to exceed \$24,000 per year contingent upon job retention in the District. Should the ADMINISTRATOR leave the District prior to three (3) full years of employment post tuition reimbursement, the ADMINISTRATOR agrees to repay the District based on the following schedule: 1 Year – 100% tuition payback, 2 Years – 50% tuition payback, and 3 Years – No payback necessary. In the event the yearly \$24,000 budgeted for professional growth is exceeded by claims, the following calculation will serve to determine the percentage reimbursement per ADMINISTRATOR total claim:

\$24,000/total professional growth dollar claims = %. Multiply the percentage calculated above by each ADMINISTRATOR'S total claim amount.

18. TERMINATION OF AGREEMENT- This Agreement may be terminated prior to June 30, **2022**, by:

- A. Mutual agreement of the parties.
- B. Retirement.
- C. Resignation, provided, however, the ADMINISTRATOR gives the BOARD at least ninety (90) days prior written notice of the proposed resignation.
- D. Disability. In the event of disability by illness or incapacity, after the ADMINISTRATOR'S sick leave has been exhausted, the compensation will be reinstated after the ADMINISTRATOR has returned to employment and undertaken the full discharge of his duties. The BOARD may terminate this Agreement by written notice to the ADMINISTRATOR at any time after the ADMINISTRATOR has exhausted any accumulated sick leave and such other leave as may be available and has been absent from his employment for whatever cause for an additional continuous period of three (3) months. All obligations of the BOARD will cease upon such termination. If a question exists concerning the capacity of the ADMINISTRATOR to return to his duties the BOARD may require the ADMINISTRATOR to submit to a medical examination, to be performed by a doctor licensed to practice medicine. The BOARD and ADMINISTRATOR will mutually agree upon the physician who will conduct the examination. The examination will be done at the expense of the BOARD. The physician will limit his report to the issue of whether the ADMINISTRATOR has a continuing disability which prohibits him from performing his duties.
- E. Discharge for cause. "For cause" will mean any conduct, act, or failure to act by the ADMINISTRATOR, which is detrimental to the best interests of the School District. Reasons for discharge for cause will be given in writing to the ADMINISTRATOR, who will be entitled to notice of a hearing and a hearing before the BOARD to discuss the discharge. If the ADMINISTRATOR chooses to be accompanied by legal counsel, he will bear any costs involved therein. The BOARD hearing will be conducted in closed session. The BOARD will not arbitrarily or capriciously dismiss the ADMINISTRATOR.
- F. Failure to comply with the terms and conditions of this Agreement. The BOARD has the right to reassign the ADMINISTRATOR to other duties upon the recommendation of the Superintendent for the duration of the agreement term when such reassignment is in the best interests of the District. Nothing herein will prohibit the BOARD from suspending the ADMINISTRATOR without pay when the performance of the ADMINISTRATOR is justifiably questioned, pending the outcome of any inquiry.

19. EVALUATION - The BOARD and ADMINISTRATOR agree that there will be an annual evaluation of the ADMINISTRATOR'S performance under this Agreement. The

evaluation will consider, but not be limited to, an examination of attainment of goals, administration of personnel, rapport with the BOARD and Superintendent and other factors of appraisal that may be established by the parties. In the event that the Superintendent determines that the performance of the ADMINISTRATOR is unsatisfactory in any respect, she will describe in writing, in reasonable detail, specific instances of unsatisfactory performance. The evaluation will include recommendations as to areas of improvement in all instances where the Superintendent deems performance to be unsatisfactory. The ADMINISTRATOR will have the right to make a written reaction or response to the evaluation. This response will become a permanent attachment to the ADMINISTRATOR'S personnel file.

20. **PROFESSIONAL LIABILITY-** The BOARD agrees that it will defend, hold harmless, and indemnify the ADMINISTRATOR from any and all demands, claims, suits, actions and legal proceedings brought against the ADMINISTRATOR in his individual capacity, or in his official capacity as agent and employee of the BOARD provided the incident arose while the ADMINISTRATOR was acting within the scope of his employment and excluding criminal litigation and such liability coverage as is beyond the authority of the BOARD to provide under state law. Except that, in no case, will individual BOARD members be considered personally liable for indemnifying the ADMINISTRATOR against such demands, claims, suits, actions and legal proceedings.

21. **NOTICE-** Any notice or communication permitted or required under this Agreement will be in writing and will become effective on the day of mailing thereof by first class mail, registered or certified mail, postage prepaid, addressed:

If to the BOARD, to:

President
Board of Education
Community Consolidated School District 46
565 Frederick Road Grayslake, Illinois 60030

If to the ADMINISTRATOR, to:

Marcus Smith

(at the last address of the ADMINISTRATOR contained in official Business Office records of the BOARD).

22. MISCELLANEOUS

- A. This Agreement has been executed in Illinois, and will be governed in according to the laws of the state of Illinois in every respect.
- B. Section headings and numbers have been inserted for convenience of reference only, and if there will be any conflict between such headings or numbers and the text of this Agreement, the text will control.

- C. This Agreement may be executed in one or more counterparts, each of which will be considered an original, and all of which taken together will be considered one and the same instrument.
- D. This Agreement contains all the terms agreed upon by the parties with respect to the subject matter of this Agreement and supersedes all prior contracts, arrangements, and communications between the parties concerning such subject matter, whether oral or written.
- E. This Agreement will be binding upon and inure to the benefit of the ADMINISTRATOR, his successors, assigns, heirs, executors, and personal representatives, and will be binding upon, and inure to the benefit of the BOARD, its successors and assigns.
- F. Both parties have had the opportunity to seek the advice of counsel.
- G. No subsequent alteration, amendment, change, or addition to this Agreement, will be binding upon the parties unless reduced to writing and duly authorized and signed by each of them.
- H. The BOARD retains the right to appeal, change or modify any policies or procedures which it has adopted or may hereafter adopt, subject however, to restrictions contained in the Illinois School Code and other applicable law.
- I. If any section, provision, paragraph, phrase, clause or word contained herein is held to be void, invalid or contrary to law by a court of competent jurisdiction, it will be deemed removed herefrom, and the remainder of this Agreement will continue to have its intended full force and effect.

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.

Date: _____

By: _____

ADMINISTRATOR

BOARD OF EDUCATION,
COMMUNITY CONSOLIDATED
SCHOOL DISTRICT NO. 46

Date: _____

By: _____

PRESIDENT

ATTEST: _____

SECRETARY

ADMINISTRATIVE AGREEMENT (TRS)

THIS AGREEMENT made this **June 9, 2021**, by and between the BOARD OF EDUCATION OF COMMUNITY CONSOLIDATED SCHOOL DISTRICT 46 ("BOARD"), and **Chris Wolk** ("ADMINISTRATOR"), has been approved at the regular meeting of the BOARD held on **June 9, 2021**, and is appended to the Minutes of said meeting.

IT IS AGREED:

1. **EMPLOYMENT-** The ADMINISTRATOR is hereby hired and retained from July 1, **2021** through and including June 30, **2023**, as **Director of Human Resources**. The work year of the ADMINISTRATOR will be 12 months per year including sick leave and vacation days. This Agreement will not be extended or renewed without the express, written consent of the parties.
2. **DUTIES-** The duties and responsibilities of the ADMINISTRATOR will be those incidental to the office of the ADMINISTRATOR, those set forth in the job description for the position of **Director of Human Resources** (or, those duties contained in Board Policy, as adopted, and which may be amended from time to time), those obligations imposed by the laws of the State of Illinois upon the ADMINISTRATOR, and the performance of other professional duties customarily performed by an ADMINISTRATOR as from time to time may be assigned to the ADMINISTRATOR by the BOARD or Superintendent. The BOARD reserves the right to reassign the ADMINISTRATOR to different duties from time to time during the term of this Agreement, without loss of pay or notice of a hearing.
3. **SALARY-** For the period July 1, **2021** through June 30, **2022**, the BOARD will pay the ADMINISTRATOR the salary of **One hundred twenty nine thousand nine hundred forty seven Dollars (\$129,947)**. For the period of July 1, **2022** through June 30, **2023**, the BOARD will pay the ADMINISTRATOR a salary increase over the prior year salary equal to the negotiated salary increase provided to members of the Grayslake Federation of Teachers for such period. The ADMINISTRATOR agrees to devote such time, skill, labor and attention to his employment, during the term of this Agreement, in order to faithfully perform the duties of ADMINISTRATOR. Salary will be paid in equal semi-monthly installments in accordance with the BOARD policy governing payment of salary to the other members of the professional staff, less such amounts as required by law or provided for in this Agreement. The BOARD retains the right to adjust the annual salary and/or fringe benefits of the ADMINISTRATOR during the term of this Agreement, and thereafter, provided that any salary and/or fringe benefit(s) adjustments will not be lower than the annual salary and fringe benefits paid by the BOARD for the preceding

contract year. Any adjustment in salary and/or fringe benefits made during the life of this Agreement will be in writing and will become a part of this Agreement. It is provided, however, that by doing so it will 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 provided both parties agree, and the agreement is reduced to writing.

4. **PROFESSIONAL DISTINCTION BONUS** – The BOARD will pay the ADMINISTRATOR a one-time Professional Distinction Bonus for service during the 2020-2021 school year in the amount of \$1,000 and in accordance with the terms and conditions applied to the payment of said bonus to the licensed teaching staff.
5. **HOSPITALIZATION/MAJOR MEDICAL INSURANCE-** The BOARD will provide and pay the entire premiums for hospitalization and major medical insurance for the ADMINISTRATOR if the ADMINISTRATOR elects to receive single coverage under an HMO (as defined by the contract of insurance then in effect) during the life of this Agreement, in accordance with the basic insurance coverage provided to other members of the professional staff. Alternatively, should the ADMINISTRATOR elect to receive single coverage under a PPO (as defined by the contract of insurance then in effect), the BOARD will provide and pay Ninety Five percent (95%) of the premiums for hospitalization and major medical, in accordance with the basic insurance coverage provided to other members of the professional staff.
6. **MEDICAL EXAMINATION-** During the term of this Agreement, the ADMINISTRATOR may be required to obtain a comprehensive medical examination, the cost of which will be paid by the BOARD. A copy of the examination or certificate of the physician certifying the physical ability of the ADMINISTRATOR to perform his essential job functions will be given to the President of the BOARD and the Superintendent. The physician performing the medical examination will be one licensed to practice medicine in all of its branches and will be chosen by the BOARD, or by mutual agreement of the BOARD and ADMINISTRATOR.
7. **SICK LEAVE-** The ADMINISTRATOR will be entitled to Fifteen (15) days of sick leave at full pay during each year. The ADMINISTRATOR will have the right, upon his resignation or retirement, to use any accumulated sick leave days for those purposes as may be permitted by law. Accumulated sick leave is not reimbursable upon termination from employment.
8. **VACATION AND PERSONAL LEAVE-** The ADMINISTRATOR will receive Twenty Five (25) work days of vacation annually, exclusive of weekends and BOARD approved holidays for twelve-month staff. Other spring, summer and winter non-student

attendance periods will constitute work days unless specifically scheduled and credited toward the vacation listed above. All annual vacation will be deemed to have been earned on July 1st of each year of this Agreement. Vacation will be taken within Thirteen (13) months of the year in which it is earned with no more than Five (5) days carried over from year-to-year. The parties expressly acknowledge and agree that this period of time provides the ADMINISTRATOR with a reasonable opportunity to take said unused vacation days. By executing this Agreement, the ADMINISTRATOR acknowledges and agrees that he has received notice of this provision. The ADMINISTRATOR will have no right to compensation for vacation days lost under this provision. The scheduling of more than five (5) consecutive vacation days will be by agreement between the Superintendent, the BOARD and the ADMINISTRATOR. Additionally, the ADMINISTRATOR will receive Three (3) work days of personal leave annually.

9. **TEACHERS' RETIREMENT SYSTEM CONTRIBUTION** - In addition to the salary paid to the ADMINISTRATOR by the BOARD as expressed in Section 4, the BOARD will pick up and pay on the ADMINISTRATOR'S behalf, his entire required retirement contribution to TRS pursuant to Sections 16-152 and 16-1 52.1 of the *Illinois Pension Code*. The BOARD will remit this contribution to TRS.
10. **TEACHERS' HEALTH INSURANCE SECURITY FUND CONTRIBUTION** - The BOARD will pay on behalf of the ADMINISTRATOR his required contribution to the Teachers' Health Insurance Security (THIS) fund. The BOARD will remit this contribution to TRS as the fund's collection agent. Payments made by the BOARD to TRS under this Section will not be reportable to TRS as creditable earnings and will be excluded from the ADMINISTRATOR'S taxable income.

The BOARD and the ADMINISTRATOR make no commitment or guarantee that the BOARD'S payment of the contribution limit will continue to be excludable from the ADMINISTRATOR'S gross income for federal or state income tax purposes or excludable by TRS from creditable earnings.

Because neither party can represent what position the IRS, or any other government entity, will take with respect to these payments and withholdings; it is mutually agreed that each side will be responsible for any costs for which it is legally responsible without indemnification or any other recourse from the other side. That is, if it is subsequently determined that the ADMINISTRATOR should have paid taxes on any portion of the contribution for which he did not pay taxes, the interest and penalties are the ADMINISTRATOR'S responsibility alone. If the BOARD is penalized for failing to withhold enough taxes based on the payroll information in its possession at the time of payment of the contribution, those penalties are the BOARD'S responsibility alone. Both the BOARD and the ADMINISTRATOR expressly waive the right to seek indemnification or reimbursement from the other as the result of any government decision on the taxability of these amounts. In the event the IRS, or any other government entity, determines that the ADMINISTRATOR owes more taxes, she has no right to seek

additional sums from the BOARD.

11. **TERM LIFE INSURANCE-** The BOARD will provide and pay the premiums for a term life insurance policy for the ADMINISTRATOR during the term of this Contract in the amount of \$50,000. The BOARD will assign the ownership of the term life insurance policy to a person or trust designated by the ADMINISTRATOR, and upon termination of this Contract will allow that owner to continue the life insurance policy at his/her own expense.
12. **RETIREMENT BENEFITS** – The ADMINISTRATOR may elect retirement benefits pursuant to the terms of Article V of the collective bargaining agreement between the BOARD and the GRAYSLAKE FEDERATION OF TEACHERS, IFT/AFT, provided the terms of Article V are in effect at the time notice of retirement is given and provided the ADMINISTRATOR meets all eligibility criteria for such benefits.
13. **MEMBERSHIP DUES-** With prior Superintendent and BOARD approval and upon proper substantiation, the ADMINISTRATOR will be reimbursed for the dues and membership fees for work-related national or state organization memberships and for local organizations to which they belong. This charge should fall within the parameters of the building budget.
14. **PROFESSIONAL ACTIVITIES-** The ADMINISTRATOR will be encouraged to attend appropriate professional meetings and continuing education at the local, state and national levels. With prior Superintendent and BOARD approval, the ADMINISTRATOR will be reimbursed for the cost of attendance at the meetings. This charge should fall within the parameters of the building budget.
15. **TRANSPORTATION EXPENSES-** As a condition of employment, the ADMINISTRATOR is required to have a personally owned automobile or other vehicle for use in his duties. The ADMINISTRATOR will bear all costs associated with the upkeep and maintenance of said vehicle including, but not limited to, license, sticker fees, fuel, repairs, parking, tolls and insurance. The BOARD will reimburse the ADMINISTRATOR during the term of this Agreement for necessary, work related automobile travel at the then applicable IRS reimbursement rate upon submission of appropriate substantiation of those expenses by the ADMINISTRATOR.
16. **BACKGROUND INVESTIGATION** - The BOARD is prohibited from knowingly employing a person who has been convicted of committing or attempting to commit certain criminal offenses. If the required fingerprint-based criminal background investigation is not completed at the time this Agreement is signed, and the subsequent investigation report reveals that there has been a prohibited conviction, this Agreement will immediately become null and void.
17. **TUITION REIMBURSEMENT-** The Board shall reimburse the full cost of graduate course tuition, including all required textbook fees, up to \$8,000 per ADMINISTRATOR, not to exceed \$24,000 per year contingent upon job retention in the District. Should the ADMINISTRATOR leave the District prior to three (3) full years of employment post tuition reimbursement, the ADMINISTRATOR agrees to repay the District based on the

following schedule: 1 Year – 100% tuition payback, 2 Years – 50% tuition payback, and 3 Years – No payback necessary. In the event the yearly \$24,000 budgeted for professional growth is exceeded by claims, the following calculation will serve to determine the percentage reimbursement per ADMINISTRATOR total claim: $\$24,000/\text{total professional growth dollar claims} = \%$. Multiply the percentage calculated above by each ADMINISTRATOR'S total claim amount.

18. **TERMINATION OF AGREEMENT-** This Agreement may be terminated prior to June 30, 2023, by:
- A. Mutual agreement of the parties.
 - B. Retirement.
 - C. Resignation, provided, however, the ADMINISTRATOR gives the BOARD at least ninety (90) days prior written notice of the proposed resignation.
 - D. Disability. In the event of disability by illness or incapacity, after the ADMINISTRATOR'S sick leave has been exhausted, the compensation will be reinstated after the ADMINISTRATOR has returned to employment and undertaken the full discharge of his duties. The BOARD may terminate this Agreement by written notice to the ADMINISTRATOR at any time after the ADMINISTRATOR has exhausted any accumulated sick leave and such other leave as may be available and has been absent from his employment for whatever cause for an additional continuous period of three (3) months. All obligations of the BOARD will cease upon such termination. If a question exists concerning the capacity of the ADMINISTRATOR to return to his duties the BOARD may require the ADMINISTRATOR to submit to a medical examination, to be performed by a doctor licensed to practice medicine. The BOARD and ADMINISTRATOR will mutually agree upon the physician who will conduct the examination. The examination will be done at the expense of the BOARD. The physician will limit his report to the issue of whether the ADMINISTRATOR has a continuing disability which prohibits him from performing his duties.
 - E. Discharge for cause. "For cause" will mean any conduct, act, or failure to act by the ADMINISTRATOR, which is detrimental to the best interests of the School District. Reasons for discharge for cause will be given in writing to the ADMINISTRATOR, who will be entitled to notice of a hearing and a hearing before the BOARD to discuss the discharge. If the ADMINISTRATOR chooses to be accompanied by legal counsel, he will bear any costs involved therein. The BOARD hearing will be conducted in closed session. The BOARD will not arbitrarily or capriciously dismiss the ADMINISTRATOR.
 - F. Failure to comply with the terms and conditions of this Agreement. The BOARD has the right to reassign the ADMINISTRATOR to other duties upon the recommendation of the Superintendent for the duration of the agreement term when such reassignment is in the best interests of the District. Nothing herein will prohibit the BOARD from suspending the ADMINISTRATOR without pay when the performance of the ADMINISTRATOR is justifiably questioned, pending the outcome of any inquiry.

19. **EVALUATION** - The BOARD and ADMINISTRATOR agree that there will be an annual evaluation of the ADMINISTRATOR'S performance under this Agreement. The evaluation will consider, but not be limited to, an examination of attainment of goals, administration of personnel, rapport with the BOARD and Superintendent and other factors of appraisal that may be established by the parties. In the event that the Superintendent determines that the performance of the ADMINISTRATOR is unsatisfactory in any respect, she will describe in writing, in reasonable detail, specific instances of unsatisfactory performance. The evaluation will include recommendations as to areas of improvement in all instances where the Superintendent deems performance to be unsatisfactory. The ADMINISTRATOR will have the right to make a written reaction or response to the evaluation. This response will become a permanent attachment to the ADMINISTRATOR'S personnel file.

20. **PROFESSIONAL LIABILITY**- The BOARD agrees that it will defend, hold harmless, and indemnify the ADMINISTRATOR from any and all demands, claims, suits, actions and legal proceedings brought against the ADMINISTRATOR in his individual capacity, or in his official capacity as agent and employee of the BOARD provided the incident arose while the ADMINISTRATOR was acting within the scope of his employment and excluding criminal litigation and such liability coverage as is beyond the authority of the BOARD to provide under state law. Except that, in no case, will individual BOARD members be considered personally liable for indemnifying the ADMINISTRATOR against such demands, claims, suits, actions and legal proceedings.

21. **NOTICE**- Any notice or communication permitted or required under this Agreement will be in writing and will become effective on the day of mailing thereof by first class mail, registered or certified mail, postage prepaid, addressed:

If to the BOARD, to:

President
Board of Education
Community Consolidated School District 46
565 Frederick Road Grayslake, Illinois 60030

If to the ADMINISTRATOR, to:

Chris Wolk

(at the last address of the ADMINISTRATOR contained in official Business Office records of the BOARD).

22. MISCELLANEOUS

- A. This Agreement has been executed in Illinois, and will be governed in according to the laws of the state of Illinois in every respect.

- B. Section headings and numbers have been inserted for convenience of reference only, and if there will be any conflict between such headings or numbers and the text of this Agreement, the text will control.
- C. This Agreement may be executed in one or more counterparts, each of which will be considered an original, and all of which taken together will be considered one and the same instrument.
- D. This Agreement contains all the terms agreed upon by the parties with respect to the subject matter of this Agreement and supersedes all prior contracts, arrangements, and communications between the parties concerning such subject matter, whether oral or written.
- E. This Agreement will be binding upon and inure to the benefit of the ADMINISTRATOR, his successors, assigns, heirs, executors, and personal representatives, and will be binding upon, and inure to the benefit of the BOARD, its successors and assigns.
- F. Both parties have had the opportunity to seek the advice of counsel.
- G. No subsequent alteration, amendment, change, or addition to this Agreement, will be binding upon the parties unless reduced to writing and duly authorized and signed by each of them.
- H. The BOARD retains the right to appeal, change or modify any policies or procedures which it has adopted or may hereafter adopt, subject however, to restrictions contained in the Illinois School Code and other applicable law.
- I. If any section, provision, paragraph, phrase, clause or word contained herein is held to be void, invalid or contrary to law by a court of competent jurisdiction, it will be deemed removed herefrom, and the remainder of this Agreement will continue to have its intended full force and effect.

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.

Date: _____

By: _____

ADMINISTRATOR

BOARD OF EDUCATION,
COMMUNITY CONSOLIDATED
SCHOOL DISTRICT NO. 46

Date: _____

By: _____

PRESIDENT

ATTEST: _____
SECRETARY

ADMINISTRATIVE AGREEMENT (TRS)

THIS AGREEMENT made this **June 9, 2021**, by and between the BOARD OF EDUCATION OF COMMUNITY CONSOLIDATED SCHOOL DISTRICT 46 (“BOARD”), and **Amanda Woodruff** (“ADMINISTRATOR”), has been approved at the regular meeting of the BOARD held on **June 9, 2021**, and is appended to the Minutes of said meeting.

IT IS AGREED:

1. **EMPLOYMENT-** The ADMINISTRATOR is hereby hired and retained from July 1, **2021** through and including June 30, **2022**, as **Curriculum Coordinator**. The work year of the ADMINISTRATOR will be 12 months per year including sick leave and vacation days. This Agreement will not be extended or renewed without the express, written consent of the parties.
2. **DUTIES-** The duties and responsibilities of the ADMINISTRATOR will be those incidental to the office of the ADMINISTRATOR, those set forth in the job description for the position of **Curriculum Coordinator** (or, those duties contained in Board Policy, as adopted, and which may be amended from time to time), those obligations imposed by the laws of the State of Illinois upon the ADMINISTRATOR, and the performance of other professional duties customarily performed by an ADMINISTRATOR as from time to time may be assigned to the ADMINISTRATOR by the BOARD or Superintendent. The BOARD reserves the right to reassign the ADMINISTRATOR to different duties from time to time during the term of this Agreement, without loss of pay or notice of a hearing.
3. **SALARY-** In consideration of the annual salary of **eighty two thousand three hundred ninety three Dollars (\$82,393.00)**, the ADMINISTRATOR agrees to devote such time, skill, labor and attention to his employment, during the term of this Agreement, in order to faithfully perform the duties of ADMINISTRATOR. Salary will be paid in equal semi-monthly installments in accordance with the BOARD policy governing payment of salary to the other members of the professional staff, less such amounts as required by law or provided for in this Agreement. The BOARD retains the right to adjust the annual salary and/or fringe benefits of the ADMINISTRATOR during the term of this Agreement, and thereafter, provided that any salary and/or fringe benefit(s) adjustments will not be lower than the annual salary and fringe benefits paid by the BOARD for the preceding contract year. Any adjustment in salary and/or fringe benefits made during the life of this Agreement will be in writing and will become a part of this Agreement. It is provided,

however, that by doing so it will 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 provided both parties agree, and the agreement is reduced to writing.

4. **PROFESSIONAL DISTINCTION BONUS** – The BOARD will pay the ADMINISTRATOR a one-time Professional Distinction Bonus for service during the 2020-2021 school year in the amount of \$1,000 and in accordance with the terms and conditions applied to the payment of said bonus to the licensed teaching staff.
5. **HOSPITALIZATION/MAJOR MEDICAL INSURANCE**- The BOARD will provide and pay the entire premiums for hospitalization and major medical insurance for the ADMINISTRATOR if the ADMINISTRATOR elects to receive single coverage under an HMO (as defined by the contract of insurance then in effect) during the life of this Agreement, in accordance with the basic insurance coverage provided to other members of the professional staff. Alternatively, should the ADMINISTRATOR elect to receive single coverage under a PPO (as defined by the contract of insurance then in effect), the BOARD will provide and pay Ninety Five percent (95%) of the premiums for hospitalization and major medical, in accordance with the basic insurance coverage provided to other members of the professional staff.
6. **MEDICAL EXAMINATION**- During the term of this Agreement, the ADMINISTRATOR may be required to obtain a comprehensive medical examination, the cost of which will be paid by the BOARD. A copy of the examination or certificate of the physician certifying the physical ability of the ADMINISTRATOR to perform his essential job functions will be given to the President of the BOARD and the Superintendent. The physician performing the medical examination will be one licensed to practice medicine in all of its branches and will be chosen by the BOARD, or by mutual agreement of the BOARD and ADMINISTRATOR.
7. **SICK LEAVE**- The ADMINISTRATOR will be entitled to Fifteen (15) days of sick leave at full pay during each year. The ADMINISTRATOR will have the right, upon his resignation or retirement, to use any accumulated sick leave days for those purposes as may be permitted by law. Accumulated sick leave is not reimbursable upon termination from employment.
8. **VACATION AND PERSONAL LEAVE**- The ADMINISTRATOR will receive Twenty Five (25) work days of vacation annually, exclusive of weekends and BOARD approved holidays for twelve-month staff. Other spring, summer and winter non-student attendance periods will constitute work days unless specifically scheduled and credited toward the vacation listed above. All annual vacation will be deemed to have been

earned on July 1st of each year of this Agreement. Vacation will be taken within Thirteen (13) months of the year in which it is earned with no more than Five (5) days carried over from year-to-year. The parties expressly acknowledge and agree that this period of time provides the ADMINISTRATOR with a reasonable opportunity to take said unused vacation days. By executing this Agreement, the ADMINISTRATOR acknowledges and agrees that he has received notice of this provision. The ADMINISTRATOR will have no right to compensation for vacation days lost under this provision. The scheduling of more than five (5) consecutive vacation days will be by agreement between the Superintendent, the BOARD and the ADMINISTRATOR. Additionally, the ADMINISTRATOR will receive Three (3) work days of personal leave annually.

9. **TEACHERS' RETIREMENT SYSTEM CONTRIBUTION** - In addition to the salary paid to the ADMINISTRATOR by the BOARD as expressed in Section 4, the BOARD will pick up and pay on the ADMINISTRATOR'S behalf, his entire required retirement contribution to TRS pursuant to Sections 16-152 and 16-1 52.1 of the *Illinois Pension Code*. The BOARD will remit this contribution to TRS.
10. **TEACHERS' HEALTH INSURANCE SECURITY FUND CONTRIBUTION** - The BOARD will pay on behalf of the ADMINISTRATOR his required contribution to the Teachers' Health Insurance Security (THIS) fund. The BOARD will remit this contribution to TRS as the fund's collection agent. Payments made by the BOARD to TRS under this Section will not be reportable to TRS as creditable earnings and will be excluded from the ADMINISTRATOR'S taxable income.

The BOARD and the ADMINISTRATOR make no commitment or guarantee that the BOARD'S payment of the contribution limit will continue to be excludable from the ADMINISTRATOR'S gross income for federal or state income tax purposes or excludable by TRS from creditable earnings.

Because neither party can represent what position the IRS, or any other government entity, will take with respect to these payments and withholdings; it is mutually agreed that each side will be responsible for any costs for which it is legally responsible without indemnification or any other recourse from the other side. That is, if it is subsequently determined that the ADMINISTRATOR should have paid taxes on any portion of the contribution for which he did not pay taxes, the interest and penalties are the ADMINISTRATOR'S responsibility alone. If the BOARD is penalized for failing to withhold enough taxes based on the payroll information in its possession at the time of payment of the contribution, those penalties are the BOARD'S responsibility alone. Both the BOARD and the ADMINISTRATOR expressly waive the right to seek indemnification or reimbursement from the other as the result of any government decision on the taxability of these amounts. In the event the IRS, or any other government entity, determines that the ADMINISTRATOR owes more taxes, she has no right to seek additional sums from the BOARD.

11. **TERM LIFE INSURANCE-** The BOARD will provide and pay the premiums for a term life insurance policy for the ADMINISTRATOR during the term of this Contract in the amount of \$50,000. The BOARD will assign the ownership of the term life insurance policy to a person or trust designated by the ADMINISTRATOR, and upon termination of this Contract will allow that owner to continue the life insurance policy at his/her own expense.
12. **RETIREMENT BENEFITS** – The ADMINISTRATOR may elect retirement benefits pursuant to the terms of Article V of the collective bargaining agreement between the BOARD and the GRAYSLAKE FEDERATION OF TEACHERS, IFT/AFT, provided the terms of Article V are in effect at the time notice of retirement is given and provided the ADMINISTRATOR meets all eligibility criteria for such benefits.
13. **MEMBERSHIP DUES-** With prior Superintendent and BOARD approval and upon proper substantiation, the ADMINISTRATOR will be reimbursed for the dues and membership fees for work-related national or state organization memberships and for local organizations to which they belong. This charge should fall within the parameters of the building budget.
14. **PROFESSIONAL ACTIVITIES-** The ADMINISTRATOR will be encouraged to attend appropriate professional meetings and continuing education at the local, state and national levels. With prior Superintendent and BOARD approval, the ADMINISTRATOR will be reimbursed for the cost of attendance at the meetings. This charge should fall within the parameters of the building budget.
15. **TRANSPORTATION EXPENSES-** As a condition of employment, the ADMINISTRATOR is required to have a personally owned automobile or other vehicle for use in his duties. The ADMINISTRATOR will bear all costs associated with the upkeep and maintenance of said vehicle including, but not limited to, license, sticker fees, fuel, repairs, parking, tolls and insurance. The BOARD will reimburse the ADMINISTRATOR during the term of this Agreement for necessary, work related automobile travel at the then applicable IRS reimbursement rate upon submission of appropriate substantiation of those expenses by the ADMINISTRATOR.
16. **BACKGROUND INVESTIGATION** - The BOARD is prohibited from knowingly employing a person who has been convicted of committing or attempting to commit certain criminal offenses. If the required fingerprint-based criminal background investigation is not completed at the time this Agreement is signed, and the subsequent investigation report reveals that there has been a prohibited conviction, this Agreement will immediately become null and void.
17. **TUITION REIMBURSEMENT-** The Board shall reimburse the full cost of graduate course tuition, including all required textbook fees, up to \$8,000 per ADMINISTRATOR, not to exceed \$24,000 per year contingent upon job retention in the District. Should the ADMINISTRATOR leave the District prior to three (3) full years of employment post tuition reimbursement, the ADMINISTRATOR agrees to repay the District based on the following schedule: 1 Year – 100% tuition payback, 2 Years – 50% tuition payback, and 3 Years – No payback necessary. In the event the yearly \$24,000 budgeted for

professional growth is exceeded by claims, the following calculation will serve to determine the percentage reimbursement per ADMINISTRATOR total claim: $\$24,000/\text{total professional growth dollar claims} = \%$. Multiply the percentage calculated above by each ADMINISTRATOR'S total claim amount.

18. **TERMINATION OF AGREEMENT-** This Agreement may be terminated prior to June 30, 2022, by:

- A. Mutual agreement of the parties.
- B. Retirement.
- C. Resignation, provided, however, the ADMINISTRATOR gives the BOARD at least ninety (90) days prior written notice of the proposed resignation.
- D. Disability. In the event of disability by illness or incapacity, after the ADMINISTRATOR'S sick leave has been exhausted, the compensation will be reinstated after the ADMINISTRATOR has returned to employment and undertaken the full discharge of his duties. The BOARD may terminate this Agreement by written notice to the ADMINISTRATOR at any time after the ADMINISTRATOR has exhausted any accumulated sick leave and such other leave as may be available and has been absent from his employment for whatever cause for an additional continuous period of three (3) months. All obligations of the BOARD will cease upon such termination. If a question exists concerning the capacity of the ADMINISTRATOR to return to his duties the BOARD may require the ADMINISTRATOR to submit to a medical examination, to be performed by a doctor licensed to practice medicine. The BOARD and ADMINISTRATOR will mutually agree upon the physician who will conduct the examination. The examination will be done at the expense of the BOARD. The physician will limit his report to the issue of whether the ADMINISTRATOR has a continuing disability which prohibits him from performing his duties.
- E. Discharge for cause. "For cause" will mean any conduct, act, or failure to act by the ADMINISTRATOR, which is detrimental to the best interests of the School District. Reasons for discharge for cause will be given in writing to the ADMINISTRATOR, who will be entitled to notice of a hearing and a hearing before the BOARD to discuss the discharge. If the ADMINISTRATOR chooses to be accompanied by legal counsel, he will bear any costs involved therein. The BOARD hearing will be conducted in closed session. The BOARD will not arbitrarily or capriciously dismiss the ADMINISTRATOR.
- F. Failure to comply with the terms and conditions of this Agreement. The BOARD has the right to reassign the ADMINISTRATOR to other duties upon the recommendation of the Superintendent for the duration of the agreement term when such reassignment is in the best interests of the District. Nothing herein will prohibit the BOARD from suspending the ADMINISTRATOR without pay when the performance of the ADMINISTRATOR is justifiably questioned, pending the outcome of any inquiry.

19. **EVALUATION** - The BOARD and ADMINISTRATOR agree that there will be an annual evaluation of the ADMINISTRATOR'S performance under this Agreement. The evaluation will consider, but not be limited to, an examination of attainment of goals, administration of personnel, rapport with the BOARD and Superintendent and other factors of appraisal that may be established by the parties. In the event that the Superintendent determines that the performance of the ADMINISTRATOR is unsatisfactory in any respect, she will describe in writing, in reasonable detail, specific instances of unsatisfactory performance. The evaluation will include recommendations as to areas of improvement in all instances where the Superintendent deems performance to be unsatisfactory. The ADMINISTRATOR will have the right to make a written reaction or response to the evaluation. This response will become a permanent attachment to the ADMINISTRATOR'S personnel file.

20. **PROFESSIONAL LIABILITY**- The BOARD agrees that it will defend, hold harmless, and indemnify the ADMINISTRATOR from any and all demands, claims, suits, actions and legal proceedings brought against the ADMINISTRATOR in his individual capacity, or in his official capacity as agent and employee of the BOARD provided the incident arose while the ADMINISTRATOR was acting within the scope of his employment and excluding criminal litigation and such liability coverage as is beyond the authority of the BOARD to provide under state law. Except that, in no case, will individual BOARD members be considered personally liable for indemnifying the ADMINISTRATOR against such demands, claims, suits, actions and legal proceedings.

21. **NOTICE**- Any notice or communication permitted or required under this Agreement will be in writing and will become effective on the day of mailing thereof by first class mail, registered or certified mail, postage prepaid, addressed:

If to the BOARD, to:

President
Board of Education
Community Consolidated School District 46
565 Frederick Road Grayslake, Illinois 60030

If to the ADMINISTRATOR, to:

Amanda Woodruff

(at the last address of the ADMINISTRATOR contained in official Business Office records of the BOARD).

22. MISCELLANEOUS

- A. This Agreement has been executed in Illinois, and will be governed in according to the laws of the state of Illinois in every respect.
- B. Section headings and numbers have been inserted for convenience of reference

only, and if there will be any conflict between such headings or numbers and the text of this Agreement, the text will control.

- C. This Agreement may be executed in one or more counterparts, each of which will be considered an original, and all of which taken together will be considered one and the same instrument.
- D. This Agreement contains all the terms agreed upon by the parties with respect to the subject matter of this Agreement and supersedes all prior contracts, arrangements, and communications between the parties concerning such subject matter, whether oral or written.
- E. This Agreement will be binding upon and inure to the benefit of the ADMINISTRATOR, his successors, assigns, heirs, executors, and personal representatives, and will be binding upon, and inure to the benefit of the BOARD, its successors and assigns.
- F. Both parties have had the opportunity to seek the advice of counsel.
- G. No subsequent alteration, amendment, change, or addition to this Agreement, will be binding upon the parties unless reduced to writing and duly authorized and signed by each of them.
- H. The BOARD retains the right to appeal, change or modify any policies or procedures which it has adopted or may hereafter adopt, subject however, to restrictions contained in the Illinois School Code and other applicable law.
- I. If any section, provision, paragraph, phrase, clause or word contained herein is held to be void, invalid or contrary to law by a court of competent jurisdiction, it will be deemed removed herefrom, and the remainder of this Agreement will continue to have its intended full force and effect.

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.

Date: _____

By: _____

ADMINISTRATOR

BOARD OF EDUCATION,
COMMUNITY CONSOLIDATED
SCHOOL DISTRICT NO. 46

Date: _____

By: _____

PRESIDENT

ATTEST: _____

SECRETARY

ADMINISTRATIVE AGREEMENT (TRS)

THIS AGREEMENT made this **June 9, 2021**, by and between the BOARD OF EDUCATION OF COMMUNITY CONSOLIDATED SCHOOL DISTRICT 46 ("BOARD"), and **Barbara Zarras** ("ADMINISTRATOR"), has been approved at the regular meeting of the BOARD held on **June 9, 2021**, and is appended to the Minutes of said meeting.

IT IS AGREED:

1. **EMPLOYMENT-** The ADMINISTRATOR is hereby hired and retained from July 1, **2021** through and including June 30, **2022**, as **Principal of Avon Center School**. The work year of the ADMINISTRATOR will be 12 months per year including sick leave and vacation days. This Agreement will not be extended or renewed without the express, written consent of the parties.
2. **DUTIES-** The duties and responsibilities of the ADMINISTRATOR will be those incidental to the office of the ADMINISTRATOR, those set forth in the job description for the position of **Principal** (or, those duties contained in Board Policy, as adopted, and which may be amended from time to time), those obligations imposed by the laws of the State of Illinois upon the ADMINISTRATOR, and the performance of other professional duties customarily performed by an ADMINISTRATOR as from time to time may be assigned to the ADMINISTRATOR by the BOARD or Superintendent. The BOARD reserves the right to reassign the ADMINISTRATOR to different duties from time to time during the term of this Agreement, without loss of pay or notice of a hearing.
3. **SALARY-** In consideration of the annual salary of **One hundred seven thousand two hundred twenty six Dollars (\$107,226.00)**, the ADMINISTRATOR agrees to devote such time, skill, labor and attention to his employment, during the term of this Agreement, in order to faithfully perform the duties of ADMINISTRATOR. Salary will be paid in equal semi-monthly installments in accordance with the BOARD policy governing payment of salary to the other members of the professional staff, less such amounts as required by law or provided for in this Agreement. The BOARD retains the right to adjust the annual salary and/or fringe benefits of the ADMINISTRATOR during the term of this Agreement, and thereafter, provided that any salary and/or fringe benefit(s) adjustments will not be lower than the annual salary and fringe benefits paid by the BOARD for the preceding contract year. Any adjustment in salary and/or fringe benefits made during the life of this Agreement will be in writing and will become a part of this Agreement. It is provided, however, that by doing so it will 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 provided both parties agree, and the agreement is reduced to writing.

4. **PROFESSIONAL DISTINCTION BONUS** – The BOARD will pay the ADMINISTRATOR a one-time Professional Distinction Bonus for service during the 2020-2021 school year in the amount of \$1,000 and in accordance with the terms and conditions applied to the payment of said bonus to the licensed teaching staff.
5. **HOSPITALIZATION/MAJOR MEDICAL INSURANCE-** The BOARD will provide and pay the entire premiums for hospitalization and major medical insurance for the ADMINISTRATOR if the ADMINISTRATOR elects to receive single coverage under an HMO (as defined by the contract of insurance then in effect) during the life of this Agreement, in accordance with the basic insurance coverage provided to other members of the professional staff. Alternatively, should the ADMINISTRATOR elect to receive single coverage under a PPO (as defined by the contract of insurance then in effect), the BOARD will provide and pay Ninety Five percent (95%) of the premiums for hospitalization and major medical, in accordance with the basic insurance coverage provided to other members of the professional staff.
6. **MEDICAL EXAMINATION-** During the term of this Agreement, the ADMINISTRATOR may be required to obtain a comprehensive medical examination, the cost of which will be paid by the BOARD. A copy of the examination or certificate of the physician certifying the physical ability of the ADMINISTRATOR to perform his essential job functions will be given to the President of the BOARD and the Superintendent. The physician performing the medical examination will be one licensed to practice medicine in all of its branches and will be chosen by the BOARD, or by mutual agreement of the BOARD and ADMINISTRATOR.
7. **SICK LEAVE-** The ADMINISTRATOR will be entitled to Fifteen (15) days of sick leave at full pay during each year. The ADMINISTRATOR will have the right, upon his resignation or retirement, to use any accumulated sick leave days for those purposes as may be permitted by law. Accumulated sick leave is not reimbursable upon termination from employment.
8. **VACATION AND PERSONAL LEAVE-** The ADMINISTRATOR will receive Twenty Five (25) work days of vacation annually, exclusive of weekends and BOARD approved holidays for twelve-month staff. Other spring, summer and winter non-student attendance periods will constitute work days unless specifically scheduled and credited toward the vacation listed above. All annual vacation will be deemed to have been earned on July 1st of each year of this Agreement. Vacation will be taken within Thirteen (13) months of the year in which it is earned with no more than Five (5) days

carried over from year-to-year. The parties expressly acknowledge and agree that this period of time provides the ADMINISTRATOR with a reasonable opportunity to take said unused vacation days. By executing this Agreement, the ADMINISTRATOR acknowledges and agrees that he has received notice of this provision. The ADMINISTRATOR will have no right to compensation for vacation days lost under this provision. The scheduling of more than five (5) consecutive vacation days will be by agreement between the Superintendent, the BOARD and the ADMINISTRATOR. Additionally, the ADMINISTRATOR will receive Three (3) work days of personal leave annually.

9. **TEACHERS' RETIREMENT SYSTEM CONTRIBUTION** - In addition to the salary paid to the ADMINISTRATOR by the BOARD as expressed in Section 4, the BOARD will pick up and pay on the ADMINISTRATOR'S behalf, his entire required retirement contribution to TRS pursuant to Sections 16-152 and 16-1 52.1 of the *Illinois Pension Code*. The BOARD will remit this contribution to TRS.
10. **TEACHERS' HEALTH INSURANCE SECURITY FUND CONTRIBUTION** - The BOARD will pay on behalf of the ADMINISTRATOR his required contribution to the Teachers' Health Insurance Security (THIS) fund. The BOARD will remit this contribution to TRS as the fund's collection agent. Payments made by the BOARD to TRS under this Section will not be reportable to TRS as creditable earnings and will be excluded from the ADMINISTRATOR'S taxable income.

The BOARD and the ADMINISTRATOR make no commitment or guarantee that the BOARD'S payment of the contribution limit will continue to be excludable from the ADMINISTRATOR'S gross income for federal or state income tax purposes or excludable by TRS from creditable earnings.

Because neither party can represent what position the IRS, or any other government entity, will take with respect to these payments and withholdings; it is mutually agreed that each side will be responsible for any costs for which it is legally responsible without indemnification or any other recourse from the other side. That is, if it is subsequently determined that the ADMINISTRATOR should have paid taxes on any portion of the contribution for which he did not pay taxes, the interest and penalties are the ADMINISTRATOR'S responsibility alone. If the BOARD is penalized for failing to withhold enough taxes based on the payroll information in its possession at the time of payment of the contribution, those penalties are the BOARD'S responsibility alone. Both the BOARD and the ADMINISTRATOR expressly waive the right to seek indemnification or reimbursement from the other as the result of any government decision on the taxability of these amounts. In the event the IRS, or any other government entity, determines that the ADMINISTRATOR owes more taxes, she has no right to seek additional sums from the BOARD.

11. **TERM LIFE INSURANCE**- The BOARD will provide and pay the premiums for a term life insurance policy for the ADMINISTRATOR during the term of this Contract in the amount

of \$50,000. The BOARD will assign the ownership of the term life insurance policy to a person or trust designated by the ADMINISTRATOR, and upon termination of this Contract will allow that owner to continue the life insurance policy at his/her own expense.

12. **RETIREMENT BENEFITS** – The ADMINISTRATOR may elect retirement benefits pursuant to the terms of Article V of the collective bargaining agreement between the BOARD and the GRAYSLAKE FEDERATION OF TEACHERS, IFT/AFT, provided the terms of Article V are in effect at the time notice of retirement is given and provided the ADMINISTRATOR meets all eligibility criteria for such benefits.
13. **MEMBERSHIP DUES-** With prior Superintendent and BOARD approval and upon proper substantiation, the ADMINISTRATOR will be reimbursed for the dues and membership fees for work-related national or state organization memberships and for local organizations to which they belong. This charge should fall within the parameters of the building budget.
14. **PROFESSIONAL ACTIVITIES-** The ADMINISTRATOR will be encouraged to attend appropriate professional meetings and continuing education at the local, state and national levels. With prior Superintendent and BOARD approval, the ADMINISTRATOR will be reimbursed for the cost of attendance at the meetings. This charge should fall within the parameters of the building budget.
15. **TRANSPORTATION EXPENSES-** As a condition of employment, the ADMINISTRATOR is required to have a personally owned automobile or other vehicle for use in his duties. The ADMINISTRATOR will bear all costs associated with the upkeep and maintenance of said vehicle including, but not limited to, license, sticker fees, fuel, repairs, parking, tolls and insurance. The BOARD will reimburse the ADMINISTRATOR during the term of this Agreement for necessary, work related automobile travel at the then applicable IRS reimbursement rate upon submission of appropriate substantiation of those expenses by the ADMINISTRATOR.
16. **BACKGROUND INVESTIGATION** - The BOARD is prohibited from knowingly employing a person who has been convicted of committing or attempting to commit certain criminal offenses. If the required fingerprint-based criminal background investigation is not completed at the time this Agreement is signed, and the subsequent investigation report reveals that there has been a prohibited conviction, this Agreement will immediately become null and void.
17. **TUITION REIMBURSEMENT-** The Board shall reimburse the full cost of graduate course tuition, including all required textbook fees, up to \$8,000 per ADMINISTRATOR, not to exceed \$24,000 per year contingent upon job retention in the District. Should the ADMINISTRATOR leave the District prior to three (3) full years of employment post tuition reimbursement, the ADMINISTRATOR agrees to repay the District based on the following schedule: 1 Year – 100% tuition payback, 2 Years – 50% tuition payback, and 3 Years – No payback necessary. In the event the yearly \$24,000 budgeted for professional growth is exceeded by claims, the following calculation will serve to determine the percentage reimbursement per ADMINISTRATOR total claim:

\$24,000/total professional growth dollar claims = %. Multiply the percentage calculated above by each ADMINISTRATOR'S total claim amount.

18. TERMINATION OF AGREEMENT- This Agreement may be terminated prior to June 30, **2022**, by:

- A. Mutual agreement of the parties.
- B. Retirement.
- C. Resignation, provided, however, the ADMINISTRATOR gives the BOARD at least ninety (90) days prior written notice of the proposed resignation.
- D. Disability. In the event of disability by illness or incapacity, after the ADMINISTRATOR'S sick leave has been exhausted, the compensation will be reinstated after the ADMINISTRATOR has returned to employment and undertaken the full discharge of his duties. The BOARD may terminate this Agreement by written notice to the ADMINISTRATOR at any time after the ADMINISTRATOR has exhausted any accumulated sick leave and such other leave as may be available and has been absent from his employment for whatever cause for an additional continuous period of three (3) months. All obligations of the BOARD will cease upon such termination. If a question exists concerning the capacity of the ADMINISTRATOR to return to his duties the BOARD may require the ADMINISTRATOR to submit to a medical examination, to be performed by a doctor licensed to practice medicine. The BOARD and ADMINISTRATOR will mutually agree upon the physician who will conduct the examination. The examination will be done at the expense of the BOARD. The physician will limit his report to the issue of whether the ADMINISTRATOR has a continuing disability which prohibits him from performing his duties.
- E. Discharge for cause. "For cause" will mean any conduct, act, or failure to act by the ADMINISTRATOR, which is detrimental to the best interests of the School District. Reasons for discharge for cause will be given in writing to the ADMINISTRATOR, who will be entitled to notice of a hearing and a hearing before the BOARD to discuss the discharge. If the ADMINISTRATOR chooses to be accompanied by legal counsel, he will bear any costs involved therein. The BOARD hearing will be conducted in closed session. The BOARD will not arbitrarily or capriciously dismiss the ADMINISTRATOR.
- F. Failure to comply with the terms and conditions of this Agreement. The BOARD has the right to reassign the ADMINISTRATOR to other duties upon the recommendation of the Superintendent for the duration of the agreement term when such reassignment is in the best interests of the District. Nothing herein will prohibit the BOARD from suspending the ADMINISTRATOR without pay when the performance of the ADMINISTRATOR is justifiably questioned, pending the outcome of any inquiry.

19. EVALUATION - The BOARD and ADMINISTRATOR agree that there will be an annual evaluation of the ADMINISTRATOR'S performance under this Agreement. The

evaluation will consider, but not be limited to, an examination of attainment of goals, administration of personnel, rapport with the BOARD and Superintendent and other factors of appraisal that may be established by the parties. In the event that the Superintendent determines that the performance of the ADMINISTRATOR is unsatisfactory in any respect, she will describe in writing, in reasonable detail, specific instances of unsatisfactory performance. The evaluation will include recommendations as to areas of improvement in all instances where the Superintendent deems performance to be unsatisfactory. The ADMINISTRATOR will have the right to make a written reaction or response to the evaluation. This response will become a permanent attachment to the ADMINISTRATOR'S personnel file.

20. **PROFESSIONAL LIABILITY-** The BOARD agrees that it will defend, hold harmless, and indemnify the ADMINISTRATOR from any and all demands, claims, suits, actions and legal proceedings brought against the ADMINISTRATOR in his individual capacity, or in his official capacity as agent and employee of the BOARD provided the incident arose while the ADMINISTRATOR was acting within the scope of his employment and excluding criminal litigation and such liability coverage as is beyond the authority of the BOARD to provide under state law. Except that, in no case, will individual BOARD members be considered personally liable for indemnifying the ADMINISTRATOR against such demands, claims, suits, actions and legal proceedings.

21. **NOTICE-** Any notice or communication permitted or required under this Agreement will be in writing and will become effective on the day of mailing thereof by first class mail, registered or certified mail, postage prepaid, addressed:

If to the BOARD, to:

President
Board of Education
Community Consolidated School District 46
565 Frederick Road Grayslake, Illinois 60030

If to the ADMINISTRATOR, to:

Barbara Zarras

(at the last address of the ADMINISTRATOR contained in official Business Office records of the BOARD).

22. MISCELLANEOUS

- A. This Agreement has been executed in Illinois, and will be governed in according to the laws of the state of Illinois in every respect.
- B. Section headings and numbers have been inserted for convenience of reference only, and if there will be any conflict between such headings or numbers and the text of this Agreement, the text will control.

- C. This Agreement may be executed in one or more counterparts, each of which will be considered an original, and all of which taken together will be considered one and the same instrument.
- D. This Agreement contains all the terms agreed upon by the parties with respect to the subject matter of this Agreement and supersedes all prior contracts, arrangements, and communications between the parties concerning such subject matter, whether oral or written.
- E. This Agreement will be binding upon and inure to the benefit of the ADMINISTRATOR, his successors, assigns, heirs, executors, and personal representatives, and will be binding upon, and inure to the benefit of the BOARD, its successors and assigns.
- F. Both parties have had the opportunity to seek the advice of counsel.
- G. No subsequent alteration, amendment, change, or addition to this Agreement, will be binding upon the parties unless reduced to writing and duly authorized and signed by each of them.
- H. The BOARD retains the right to appeal, change or modify any policies or procedures which it has adopted or may hereafter adopt, subject however, to restrictions contained in the Illinois School Code and other applicable law.
- I. If any section, provision, paragraph, phrase, clause or word contained herein is held to be void, invalid or contrary to law by a court of competent jurisdiction, it will be deemed removed herefrom, and the remainder of this Agreement will continue to have its intended full force and effect.

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.

Date: _____

By: _____

ADMINISTRATOR

BOARD OF EDUCATION,
COMMUNITY CONSOLIDATED
SCHOOL DISTRICT NO. 46

Date: _____

By: _____

PRESIDENT

ATTEST: _____

SECRETARY

SUPERINTENDENT'S CONTRACT

THIS CONTRACT made this 9th day of June, 2021 by and between the BOARD OF EDUCATION OF COMMUNITY CONSOLIDATED SCHOOL DISTRICT NO. 46, LAKE COUNTY, ILLINOIS hereinafter referred to as (the "BOARD"), and LYNN GLICKMAN, hereinafter referred to as (the "SUPERINTENDENT"), has been approved by a resolution adopted at the meeting of the BOARD held on June 9, 2021 and is appended to the Minutes of said meeting.

The BOARD hereby finds and determines that the SUPERINTENDENT has met the performance goals set forth in her current contract for purposes of authorizing an extension of said contract pursuant to 105 ILCS 5/10-23.8.

IT IS AGREED:

1. **EMPLOYMENT** -The SUPERINTENDENT is hereby hired and retained from July 1, 2021 through and including June 30, 2026, as Superintendent of Schools and Chief Executive Officer of Community Consolidated School District No. 46.
2. **DUTIES** - The duties and responsibilities of the SUPERINTENDENT will be those incidental to the office of the Superintendent of Schools, those set forth in the job description for the position of Superintendent (or, those duties contained in Board policy, as adopted, and which may be amended from time to time), the attainment of the student performance and academic improvement goals determined pursuant to this Contract, those obligations imposed by the laws of the State of Illinois upon the SUPERINTENDENT, and the performance of other professional duties customarily performed by a SUPERINTENDENT of schools as from time to time may be assigned to the SUPERINTENDENT by the BOARD. The SUPERINTENDENT will have charge of the administration of the School District under the policies of the BOARD. She will direct and assign, place and transfer all employees, and will organize and administer the affairs of the School District as best serves the School District consistent with Board policy. She will from time to time suggest regulations, policies and procedures deemed necessary for the well-ordering of the School District. The BOARD reserves the right to reassign the SUPERINTENDENT to different duties from time to time during the term of this Contract, without loss of pay, benefits, contract term and/or notice of a hearing.

3. **STUDENT PERFORMANCE AND ACADEMIC IMPROVEMENT** - This Contract is a performance-based Contract. The SUPERINTENDENT will address and fulfill student performance and academic improvement goals set forth below. The parties agree that the goals and indicators are linked to student performance and academic improvement of the District. The SUPERINTENDENT, with the assistance of her administrative team, will:
- (a) evaluate student performance, which will include, but not be limited to, student performance on district or state standardized assessments, completion of the curriculum, attendance and dropout rates;
 - (b) review the curriculum and instructional services of the District; and
 - (c) report to the Board on her findings as to (i) student performance and (ii) recommendations, if any, for curriculum or instructional changes as a result of her evaluation of student performance.

The BOARD and SUPERINTENDENT will agree on additional student performance and academic improvement goals which will be appended to this Agreement and made a part hereof. The parties agree said goals will be linked to student performance and academic improvement within the schools of the District. The SUPERINTENDENT'S attainment of these goals will be evaluated in February of each contract year as set forth in Section 6. Once the student performance and academic improvement goals have been attained, this Agreement may be extended. In addition, the SUPERINTENDENT will meet any personal goals developed during the term of this Agreement.

4. **SALARY** – For the period July 1, 2021 through June 30, 2022, the BOARD will pay the SUPERINTENDENT the salary of Two Hundred Two Thousand Ninety-Seven and No/100 Dollars (\$202,097). On July 1 of each subsequent year of this Contract, the SUPERINTENDENT will receive a raise to her salary equal to negotiated salary increase applicable to licensed teaching staff who are not receiving retirement incentives, as set forth in the applicable collective bargaining agreement for the then current school year.

In consideration of the annual salary forth in this Section, the SUPERINTENDENT agrees to devote such time, skill, labor and attention to her employment, during the term of this Contract, in order to faithfully perform the duties of SUPERINTENDENT of Schools. Salary will 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 required by law or provided for in this Contract. Any adjustments to the salary will be calculated based on the total of the SUPERINTENDENT'S annual salary and deferred compensation as stated in Section 5. In the event of an adjustment in the SUPERINTENDENT'S salary or fringe benefits made during the life of this Contract, the BOARD will not be considered to have entered into a new Contract with the SUPERINTENDENT and the termination date of this Contract will not be considered to have been extended. The BOARD and the

SUPERINTENDENT, however, may extend this Contract for additional periods of time, if all of the student performance and academic improvement goals set forth in this Contract have been met.

5. **PROFESSIONAL DISTINCTION BONUS** – The BOARD will pay the SUPERINTENDENT a one-time Professional Distinction Bonus for service during the 2020-2021 school year in the amount of \$1,000 and in accordance with the terms and conditions applied to the payment of said bonus to the licensed teaching staff.
6. **DEFERRED COMPENSATION** - The SUPERINTENDENT may elect to have a portion of her salary immediately reduced from her salary and used to purchase a tax sheltered annuity pursuant to Section 403(b) of the Internal Revenue Code of 1986 (the “Code”), as amended. It is understood and agreed that the cost of the purchase of the annuity will be deducted from the SUPERINTENDENT’S salary (as set forth in Section 4) and not require an expenditure of funds by the BOARD above the amount paid to the SUPERINTENDENT in the form of salary (inclusive of the sum set forth in this section).
7. **EVALUATION** - The BOARD and SUPERINTENDENT agree that there will be an annual evaluation of the SUPERINTENDENT’S performance under this Contract. The evaluation will consider, but not be limited to, an examination of the establishment and maintenance of educational goals, attainment of the student performance and academic improvement goals set forth in this Contract, administration of personnel, rapport with the BOARD and other factors of appraisal that may be established by the parties. A written summary of each performance evaluation will be prepared by the BOARD, or its designee, and given to the SUPERINTENDENT no later than February 28 of each year of this Contract. Failure by the BOARD to conduct or complete the evaluation or provide a written summary will not preclude the BOARD from terminating this Contract in accordance with Section 10 of this Contract, or otherwise serve to extend or renew this Contract beyond the last day of the term set forth in Section 1 of this Contract.

In the event that the BOARD determines that the performance of the SUPERINTENDENT is unsatisfactory in any respect, it will describe in writing, in reasonable detail, specific instance of unsatisfactory performance. The evaluation may include recommendations as to areas of improvement in all instances where the BOARD deems performance to be unsatisfactory. The SUPERINTENDENT will have the right to make a written reaction or response to the evaluation. This response will become a permanent attachment to the SUPERINTENDENT’S evaluation and placed in her personnel file.

8. **NOTICE OF NON-RENEWAL** - Notice of intent not to renew this Contract will be given to the SUPERINTENDENT by the BOARD by April 1 of the year in which the Contract expires. Pursuant to 105 ILCS 5/10-21.4, failure to provide said notice shall extend the contract by one (1) contract year. All other rights of 105 ILCS 5/10-21.4 shall apply

9. **LICENSE** -The SUPERINTENDENT will furnish to the BOARD, during the term of this Contract, a valid, appropriate, and properly registered license to act as Superintendent of Schools, in accordance with the laws of the State of Illinois and as directed by the BOARD.

10. **OTHER WORK** - With the prior agreement of the BOARD, the SUPERINTENDENT may undertake consultation work, speaking engagements, writing, teaching a college or university course, lecturing, or other professional duties and obligations. Provided, however, that this other work will not interfere in a substantial manner with the SUPERINTENDENT'S obligations set forth in this Contract.

11. **TERMINATION OF CONTRACT** - This Contract may be terminated prior to June 30, 2026, by:
 - A. Mutual agreement of the parties.

 - B. Retirement.

 - C. Resignation, provided, however, the SUPERINTENDENT gives the BOARD at least ninety (90) days prior written notice of the proposed resignation.

 - D. Disability. Should the SUPERINTENDENT be permanently incapable of performing the duties and obligations of this Contract by reason of personal illness, accident or other disability, and the disability is continuous for a period of time in excess of accumulated sick and personal leave and vacation benefits due and owing the SUPERINTENDENT, then the BOARD will continue the SUPERINTENDENT'S full pay for a period of ninety (90) days after the exhaustion of the benefits. Thereafter, if the disability should continue, the BOARD will cause to be paid to the SUPERINTENDENT such benefits as may be payable under a contract of long term disability pay to be purchased on behalf of the SUPERINTENDENT and for which the BOARD will pay the premiums. At a minimum, the long term disability pay contract to be provided by the BOARD for the SUPERINTENDENT will compensate her for a sum not less than sixty-six and two-thirds percent (66-2/3%) of the SUPERINTENDENT'S base salary under this Contract for a period of 12 months following a determination of disability. The policy will insure the SUPERINTENDENT for her occupation in performing the services required under this Contract and will not require offsets. At the termination of this Contract, the SUPERINTENDENT may elect to purchase the insurance and to pay all subsequent premiums at her sole expense.

The BOARD may require the SUPERINTENDENT to submit to a physical examination whenever it deems the SUPERINTENDENT disabled. Such examination will be performed by a physician chosen by the BOARD and paid for by the BOARD. The SUPERINTENDENT may request and receive a hearing

before the BOARD prior to any duties being removed from her for reasons of temporary illness or incapacity.

- E. Discharge for cause. For cause will mean any conduct, act, or failure to act by the SUPERINTENDENT which is detrimental to the best interests of the School District. Reasons for discharge for cause will be given in writing to the SUPERINTENDENT, who will be entitled to notice of a hearing and a hearing before the BOARD to discuss the discharge. If the SUPERINTENDENT chooses to be accompanied by legal counsel, she will bear any costs involved therein. The BOARD hearing will be conducted in closed session. The BOARD will not arbitrarily or capriciously dismiss the SUPERINTENDENT.
- F. Failure to comply with the terms and conditions of this Contract after notification and a reasonable opportunity to correct, where appropriate.
- G. Failure to attain the student performance and academic improvement goals determined pursuant to this Contract, provided adequate financial and professional support is afforded by the Board.

Nothing will prohibit the BOARD from suspending the SUPERINTENDENT without pay pending completion of the requirements of this section. After the effective date of dismissal, the SUPERINTENDENT will not be entitled to further payments of compensation of any kind under this Contract, except that the SUPERINTENDENT will be entitled to any vested benefits payable under the terms and provisions of the Illinois Teachers' Retirement System.

- 12. **PROFESSIONAL ACTIVITIES** - The SUPERINTENDENT will be encouraged to attend appropriate professional meetings and continuing education at the local, state and national levels. The SUPERINTENDENT will keep the BOARD apprised of all professional activities.
- 13. **VACATION** - Each July 1, the SUPERINTENDENT will receive twenty-five (25) work days of vacation annually, exclusive of weekends and legal/school holidays. Vacation will be taken after giving advance notice to the BOARD and within 12 months of the year in which it is earned without accumulation, except, however, the SUPERINTENDENT will have the right to receive payment for up to seven (7) days of unused vacation annually at the SUPERINTENDENT'S then per diem rate of pay in lieu of using said days. Vacation will be subject to use provisions contained in the School District policies and procedures with respect thereto.
- 14. **SICK/PERSONAL LEAVE** - The SUPERINTENDENT will be entitled to fifteen (15) days of sick leave annually. Earned sick leave will be subject to such other provisions as may be contained in School District policies and procedures. If the SUPERINTENDENT does not use the full amount of annual sick leave allowed, the unused amount will accumulate without limit. Sick leave will be interpreted to mean personal illness, quarantine at home, or serious illness or death in the immediate family or household. The

BOARD may require a physician's certificate, or equivalent, as a basis for pay during leave after an absence of three (3) consecutive days for personal illness, or as it may deem necessary in other cases.

The Superintendent shall be entitled to three (3) personal days, if unused, shall accumulate as sick leave days.

15. **HOSPITALIZATION/MAJOR MEDICAL INSURANCE** - The BOARD will provide and pay the premiums for single or family (as elected by the SUPERINTENDENT) hospitalization, major medical and dental insurance coverage for the SUPERINTENDENT during the term of this Contract, in accordance with the PPO insurance coverage available to licensed members of the professional staff.
16. **TERM LIFE INSURANCE** - The BOARD will provide and pay the premiums for a term life insurance policy for the SUPERINTENDENT during the term of this Contract in the amount of two (2) times the SUPERINTENDENT'S annual salary. The BOARD will assign the ownership of the term life insurance policy to a person or trust designated by the SUPERINTENDENT, and upon termination of this Contract will allow that owner to continue the life insurance policy at his/her own expense.
17. **OTHER BENEFITS AND LEAVE** - The SUPERINTENDENT will be allowed other privileges, leaves and fringe benefits as are generally and customarily extended to other administrative personnel within the Board's discretion except as set forth herein.
18. **WAIVER OF TENURE** - By accepting the terms of this Contract, the SUPERINTENDENT waives all rights of tenure granted under the *Illinois School Code* during the term of this Contract.
19. **BACKGROUND INVESTIGATION** - The BOARD is prohibited from knowingly employing a person who has been convicted of committing or attempting to commit certain criminal and/or drug offenses. A fingerprint based criminal background investigation is required by the School Code. If the required fingerprint-based criminal background investigation is not completed at the time this Contract is signed, and the subsequent investigation report reveals that there has been a prohibited conviction, this Contract will immediately become null and void.
20. **NOTICE** - Any notice or communication permitted or required under this Contract will be in writing and will become effective on the day of mailing thereof by first class mail, registered or certified mail, postage prepaid, addressed:

If to file BOARD, to:

President
Board of Education
Community Consolidated School District No. 46,
565 Frederick Road
Grayslake, IL 60030

If to the SUPERINTENDENT, to: Lynn Glickman

(Or at the last address of the SUPERINTENDENT contained in official Business Office records of the BOARD).

21. **BUSINESS EXPENSES** - It is anticipated and agreed that the SUPERINTENDENT will be required to incur certain personal expenses for the official business of the BOARD. As such, the BOARD agrees to reimburse the SUPERINTENDENT for any such reasonable expenses incurred by her on behalf of the BOARD in accordance with BOARD policy, subject, however, to the SUPERINTENDENT'S substantiation and the BOARD'S approval of such expenses as the BOARD may require from time to time.
22. **TRANSPORTATION EXPENSES** - As a condition of employment, the SUPERINTENDENT is required to have a personally owned vehicle for business purposes. As the SUPERINTENDENT will be required to make business related trips including, but not limited to, meeting with district representatives, attorneys, auditors, parents, and constituents, it is recognized that the SUPERINTENDENT will incur certain expenses of a business nature for the use of her vehicle. Therefore, the BOARD will reimburse the SUPERINTENDENT for mileage incurred for business purposes at the then current IRS rate.
23. **MEDICAL EXAMINATION** - Annually during the term of this Contract, the SUPERINTENDENT will obtain a comprehensive medical examination, the cost of which will be paid by the BOARD. A copy of the examination or certificate of the physician certifying the physical ability of the SUPERINTENDENT to perform her essential job functions will be maintained in accordance with State and federal law and School Board policy in the SUPERINTENDENT'S personnel file. If required, the President of the BOARD may access the copy.
24. **TEACHERS' RETIREMENT SYSTEM CONTRIBUTION** - In addition to the salary paid to the SUPERINTENDENT by the BOARD as expressed in Section 4, the BOARD will pick up and pay on the SUPERINTENDENT'S behalf, her entire required retirement contribution to TRS pursuant to Sections 16-152 and 16-1 52.1 of the *Illinois Pension Code*. The BOARD will remit this contribution to TRS.
25. **TEACHERS' HEALTH INSURANCE SECURITY FUND CONTRIBUTION** - The BOARD will pay on behalf of the SUPERINTENDENT her required contribution to the Teachers' Health Insurance Security (THIS) fund. The BOARD will remit this contribution to TRS as the fund's collection agent. Payments made by the BOARD to TRS under this Section will not be reportable to TRS as creditable earnings and will be excluded from the SUPERINTENDENT'S taxable income.

The BOARD and the SUPERINTENDENT make no commitment or guarantee that the BOARD'S payment of the contribution limit will continue to be excludable from the SUPERINTENDENT'S gross income for federal or state income

Because neither party can represent what position the IRS, or any other government entity, will take with respect to these payments and withholdings; it is mutually agreed that each side will be responsible for any costs for which it is legally responsible without indemnification or any other recourse from the other side. That is, if it is subsequently determined that the SUPERINTENDENT should have paid taxes on any portion of the contribution for which she did not pay taxes, the interest and penalties are the SUPERINTENDENT'S responsibility alone. If the BOARD is penalized for failing to withhold enough taxes based on the payroll information in its possession at the time of payment of the contribution, those penalties are the BOARD'S responsibility alone. Both the BOARD and the SUPERINTENDENT expressly waive the right to seek indemnification or reimbursement from the other as the result of any government decision on the taxability of these amounts. In the event the IRS, or any other government entity, determines that the SUPERINTENDENT owes more taxes, she has no right to seek additional sums from the BOARD.

26. **PROFESSIONAL LIABILITY** - The BOARD agrees that it will defend, hold harmless, and indemnify the SUPERINTENDENT from any and all demands, claims, suits, actions and legal proceedings brought against the SUPERINTENDENT in her individual capacity, or in her official capacity as agent and employee of the BOARD provided the incident arose while the SUPERINTENDENT was acting within the scope of her employment and excluding criminal litigation as such liability coverage is beyond the authority of the BOARD to provide under state law. In no case, will individual BOARD members be considered personally liable for indemnifying the SUPERINTENDENT against such demands, claims, suits, actions and legal proceedings.

27. **MISCELLANEOUS**

- A. This Contract has been executed in Illinois, and will be governed in accordance with the laws of the State of Illinois in every respect.
- B. Section headings and numbers have been inserted for convenience of reference only, and if there is any conflict between such headings or numbers and the text of this Contract, the text will control.
- C. This Contract may be executed in one or more counterparts, each of which will be considered an original, and all of which taken together will be considered one and the same instrument.
- D. This Contract contains all the terms agreed upon by the parties with respect to the subject matter of this Contract and supersedes all prior contracts, arrangements, and communications between the parties concerning such subject matter, whether oral or written.
- E. This Contract will be binding upon and inure to the benefit of the BOARD, its successors and assigns.

- F. Both parties have had the opportunity to seek the advice of counsel.
- G. No subsequent alteration, amendment, change, or addition to this Contract, will be binding upon the parties unless reduced to writing and duly authorized and signed by each of them.
- H. The BOARD retains the right to repeal, change or modify any policies, procedures or regulations which it has adopted or hereafter adopt, subject however, to restrictions contained in the *Illinois School Code* and other applicable law.
- I. If any section, provision, paragraph, phrase, clause or word contained herein is held to be void, invalid or contrary to law by a court of competent jurisdiction, it will be deemed removed here from, and the remainder of this Contract will continue to have its intended full force and effect.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed in their respective names and in the case of the BOARD, by its President and Secretary.

SUPERINTENDENT

Date: _____, 2021

By: _____
Lynn Glickman

BOARD OF EDUCATION OF COMMUNITY
CONSOLIDATED SCHOOL DISTRICT NO. 46,
LAKE COUNTY, ILLINOIS

Date: _____, 2021

By: _____
President

ATTEST:

Secretary

Unfinished Business

CCSD 46 Return to In-Person Learning Plan

CCSD 46 Board of Education Meeting
June 9, 2021



What Have We Learned?

“Plans are nothing. Planning is everything.”

-Dwight D. Eisenhower



Current Guidance from ISBE

- [IDPH/ISBE Revised Public Health Guidance for Schools](#) (March, 2021)
 - All of the mitigation strategies that we used for opening onsite this spring
 - Awaiting revisions based on vaccination and CDC announcements
- [Return to In-Person: Lessons Learned from the Pandemic](#) (May, 2021)
 - Congratulations
 - Instructional Planning
- [Interim Post-Vaccination Guidance for Schools](#) (May, 2021)
 - Individuals who are close contacts but are fully vaccinated and are not symptomatic do not need to quarantine



Current Guidance from ISBE

- [Resolution In-Person Instruction Q&A \(May, 2021\)](#)
 - Beginning with the 2021-22 school year, all schools must resume fully in-person learning for all student attendance days, provided that remote instruction be made available for students who are:
 - Not eligible for a COVID-19 vaccine, and
 - Under a quarantine order by a local public health department or the IDPH
 - Declaration not yet in effect
- [Interim Guidance on Testing for Covid-19 in Community Settings and Schools \(June, 2021\)](#)
 - Modifies “close contact” classroom definition for individuals who are screened to 3 feet or less for 15 minutes or more within a 24 hour period



In-Person Learning

As of Early June, 2021...What is SIMILAR to Spring, 2021?

- Masking
- Social distancing
- Classroom desks facing one direction
- Bus limitations
- Student self-certification process
- Arrival and dismissal procedures



In-Person Learning

As of Early June, 2021...What is SIMILAR to Spring, 2021?

- Lunch and recess procedures
- Packaged take-home breakfasts
- Protocols for symptomatic students
- Daily sanitization of high touch points



In-Person Learning

As of Early June, 2021...What is DIFFERENT from Spring, 2021?

- Return to 5 days per week onsite for all students, K - 8
 - Potential of 5 clock hours per week of remote instruction for students who qualify with Covid-related health reasons
 - Awaiting more guidance from ISBE regarding student qualification and instruction
- Return to full day K
- Return to pre-pandemic PreK schedule
- Return to pre-pandemic teaching strategies



In-Person Learning

As of Early June, 2021...What is DIFFERENT from Spring, 2021?

- If students need to quarantine, they will continue with learning as possible through Google Meet, but rest of class not typically on Google Meet.
- All schools have a planned intervention block, which can be used to address unfinished learning.
- Students move to various instructional spaces, as they did pre-pandemic
- Extra-curricular activities are resumed, following mitigation strategies



In-Person Learning

As of Early June, 2021...What is DIFFERENT from Spring, 2021?

- Screening test protocol through Shield Illinois
 - No cost to district
 - Only for unvaccinated individuals
 - “Opt Out” model
- Quarantining is not needed for in-class exposure for
 - Individuals who are fully vaccinated
 - Individuals who have passed a screening test (Shield) and have not been closer than 3 feet for 15 minutes or more within 24 hours



ESSER ARP Funds

- March 11, 2021, American Rescue Plan signed into law
- \$1.9 trillion assistance
- \$122 billion for the ARP Elementary and Secondary School Emergency Relief Fund (ESSER APR)
- \$2,141,418 goes to CCSD 46
- Funds to be expended through 9/30/24
- At least 20% must be spent on addressing unfinished learning



ESSER ARP Funds

Planned Expenditures for 21-22 Include:

- Additional specials teachers needed to lower class sizes to meet social distancing requirements (additional classroom teachers already allocated in ESSER II)
- Desks and chairs to accommodate the number desks and chairs in lunch rooms for social distancing
- Indoor Air Quality Assessments (IAQ) (partial allocation in ESSER II)



ESSER ARP Funds

Planned Expenditures for 21-22 Include:

- Learning intervention materials
- PPE
- Technology upgrades to enhance teaching and learning



ESSER ARP Funds

Future Expenditures May Include:

- Summer programs
- Online curriculum resources
- Literacy materials
- Social Emotional Learning (SEL) materials
- Additional student support programs
- Support for new teacher mentoring
- Additional busses for social distancing



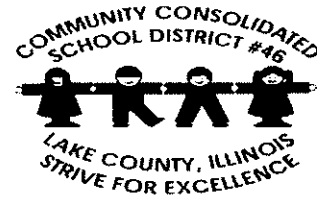
CCSD 46 Return to In-Person Learning Plan

CCSD 46 Board of Education Meeting
June 9, 2021



New Business

Community Consolidated School District 46



565 Frederick Road • Grayslake • Illinois • 60030 (847) 223-3650 FAX (847) 223-3695

To: Board of Education, Dr. Lynn Glickman
From: Chris Wildman, CPA SFO, Assistant Superintendent for Finance/CSBO
Date: June 9, 2021
Memo: Development of a Finance Committee

Background

The role of a school district finance committee is primarily to provide financial oversight for the Board and the community. Typical task areas include discussing budgeting and financial reporting, financial forecasting, debt issuance, oversight of the audit and the monitoring of internal controls / board policies relating to the Business Office. During the recent strategic planning process, several actionable steps were discussed around the district's Finance Goal. A Finance Committee was one the ideas discussed with the Board and Strategic Planning group.

Administrative Considerations

As per Board Policy 2:150, the Board of Education may establish committees to assist with the Board's governance function and, in some situations, to comply with State law requirements. These committees are known as Board committees and report directly to the Board. Committee members may include both Board members and non-Board members depending on the committee's purpose. The Board President makes all Board committee appointments unless specifically stated otherwise. Board committee meetings shall comply with the Open Meetings Act. A Board committee may not take final action on behalf of the Board - it may only make recommendations to the Board.

The administration believes strongly that a Finance Committee will help support the strategic planning process in determining the financial implications and implementation of strategies.

District Goal

This action is responsive to District Goal #3- Finance:

Review, expand, and clarify financial practices to increase transparency and communication, with a focus on aligning financial decision making to district goals.

Recommendation

The administration recommends the development of a Finance Committee to the Board of Education for approval at the June 23, 2021 Board meeting.

BOARD RECOMMENDATION

For discussion only.

Mission: Empowering learners, creating equity, cultivating community.

Vision: CCSD 46 provides opportunities that expand learning beyond our walls so that all learners grow locally, connect globally, and excel universally.

Developing a Finance Committee

A Strategic Plan Goal



Mission

Empowering learners,

Creating equity,

Cultivating community



Strategic Plan Goals and Board Policy

- Review, expand, and clarify financial practices to increase transparency and communication, with a focus on aligning financial decision making to district goals.
- Maintain an operating fund balance of at least 25 - 30% (Board Policy 4:20)



Strategic Plan Goals and Board Policy

- Standing Board Committees (Board Policy 2:150)
- The duties of the President are to make Board appointments (Board Policy 2:110)



What is a Finance Committee?

- Standing committee of the Board where members work directly with Superintendent and CSBO on financial issues
- Gives the Board greater financial governance and oversight of the district



Responsibilities of the Finance Committee

- Evaluation of the district's financial position and ensuring that the financial elements of the district are in accordance with the vision, mission and strategic plan
- Discussion of the Annual Budget
- Serves as the District's Audit Committee (Annual Audit)
- Governance of the Internal Control Environment



Why do we need a Finance Committee?

- Eyes and Ears of the Board in the financial operations of the district. Assists in Board Members fulfilling their fiduciary duties
- Serves as an Advisory Panel to the administration for financial issues.
- Helps interpret results for the rest of the Board / community (eg. audit results)



Who Should be Involved in a Finance Committee?

- Board members with a desire and background (2-4 members).
Appoint Finance Committee Chair
- Non-Board members from community (recruited / selected)
- Members do not need to be financial experts, but are willing to learn. Questions should be representative of the rest of the

Board.

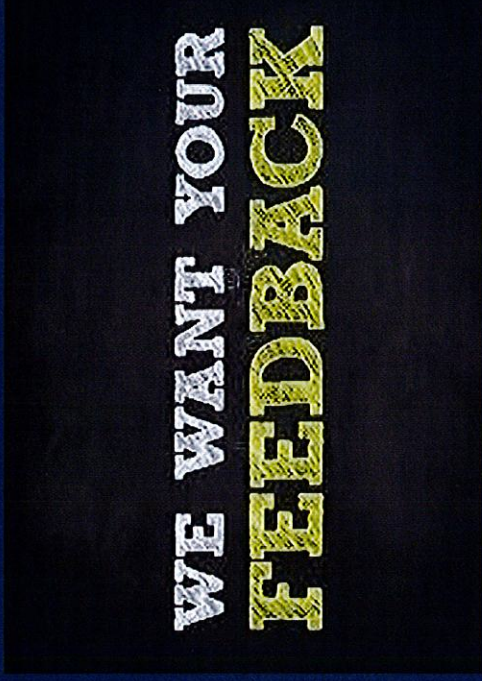


Questions, Comments and Feedback

One District

One Direction

#OneD46



Developing a Finance Committee

A Strategic Plan Goal



Closed Session