

**BUSINESS MANAGER/CSBO  
EMPLOYMENT CONTRACT  
(2024 - 2029)**

**THIS AGREEMENT** is made on November 7, 2024, between the **Board of Education of Lincolnwood School District No. 74, Cook County, Illinois** (the “Board”), and **Courtney L. Whited** (the “Administrator”) (collectively, the “parties”).

**A. EMPLOYMENT AND COMPENSATION**

**1. Salary and Term of Employment.** The Board employs the Administrator for a multi-year period commencing December 1, 2024, through July 31, 2029, as further defined below. The Administrator shall be paid compensation payable in 26 equal installments in accordance with the rules of the Board governing payments of other administrative staff members in the District, in the following amounts:

- For December 1, 2024, through June 30, 2025, a per-diem rate based on an annualized salary amount of \$187,500;
- For July 1, 2025, through June 30, 2026, an annual salary of \$198,750;
- For July 1, 2026, through June 30, 2027, an annual salary of \$210,675;
- For July 1, 2027, through June 30, 2028, an annual salary of \$223,315;
- For July 1, 2028, through June 30, 2029, an annual salary of \$236,713; and
- For July 1, 2029, through July 31, 2029, a per-diem rate based on an annualized salary amount of \$236,713.

A Contract Year shall consist of the period from July 1 of a given year through June 30 of the following year. Any period which does not include a full Contract Year shall be considered a Partial Contract Year.

The Contract will consist of 260 workdays for a Contract Year. The Administrator acknowledges that she will work on a schedule set by the Superintendent and agrees that the 260-workday provision is intended solely for the purposes of calculating compensation and/or benefits on a per-diem basis and is not intended to establish or limit the number of days the Administrator may be required to work during a Contract Year. During the Partial Contract Year of July 1, 2029, through July 31, 2029, the Administrator shall only be required to work on selected days, to be determined by mutual agreement between the Administrator and the Superintendent, and not anticipated to exceed twenty (20) working days.

The Administrator hereby accepts employment upon the terms and conditions hereinafter set forth.

**2. Teachers’ Retirement System and Health Insurance Security Fund.** In addition to the annual salary stated in paragraph A.1 of this Contract, the Board shall pay on behalf of the Administrator to the Teachers’ Retirement System of the State of Illinois (hereafter “TRS”) up to the rate of contribution required for the 2024-25

fiscal year (9.0%) and the Teachers Health Insurance Security Fund (hereafter “THIS”) the Administrator’s required member contributions to such pension system and health fund. The Administrator shall not have any right or claim to said amounts, except as they may become available at the time of retirement or resignation from TRS and THIS. Both parties acknowledge that the Administrator did not have the option of choosing to receive the contributed amounts directly, instead of having such contributions paid by the Board to the TRS and THIS, and further acknowledge that such contributions are made as a condition of employment to secure the Administrator’s future services, knowledge, and experience. The Administrator does not have the right to receive payment for any amounts that would have been contributed to TRS or THIS by the Board on her behalf had the Administrator’s required contributions not been limited by such retirement system and fund due to the application of an established limit for contributions to the pension plan, or to a refund of an overpayment of such contributions due to a decrease in the applicable member rate, if any.

3. **Creditable Earnings.** The parties agree that the Board makes no representations regarding the creditable earnings status with respect to any compensation received by the Administrator pursuant to the terms of this Contract. Any and all determinations regarding creditable earnings, creditable service, and related TRS issues shall be made by TRS and, where applicable, a court of competent jurisdiction.

It is the intent of the parties that the Administrator’s compensation shall be such that the District will not incur any additional TRS costs, surcharges, or penalties, and consequently the Administrator’s total creditable earnings for TRS purposes in each Contract Year shall not increase by more than six percent (6%) over the Administrator’s total creditable earnings in the prior Contract Year. Any increase in the Administrator’s creditable earnings reportable to TRS in any partial or full Contract Year during the term of this Contract shall be limited to six percent (6%), which is the maximum increase allowed by law for the calculation of a TRS retirement annuity benefit without penalty, and the Administrator’s salary or per-diem compensation rate in such Contract Year(s), as otherwise specified in Section A.1 above, shall be increased or decreased so as not to exceed said limit.

## **B. CONDITIONS OF EMPLOYMENT**

1. **License.** During the term of this Contract, the Administrator shall hold a valid and properly registered license with necessary endorsement as issued by the Illinois State Educator Preparation and Licensure Board qualifying her to serve in District 74 in the position of Chief School Business Official. The Administrator shall also keep current her attendance at required state Administrator Academy workshops and shall satisfy other license renewal and prequalification requirements necessary to enable her to legally evaluate staff.
2. **Medical Examination.** Pursuant to paragraph 24-5 of the *School Code*, the Administrator shall submit, at Board expense, to a physical or mental examination

by a physician licensed in Illinois to practice medicine and surgery in all its branches whenever the Board deems such examination necessary and in accordance with applicable law. As a condition of employment, the Administrator also agrees to comply with all health requirements established by law.

3. **Cell Phone.** The Administrator is required to purchase and maintain a cell phone at her own expense and provide the cell phone number to District administrators and Board members for daily communication.
4. **Tenure and Related Rights.** The Administrator acknowledges that, pursuant to the *School Code*, and by accepting the terms of a multi-year contract, the Administrator waives all tenure and other rights granted her under Sections 24-11 through 24-16 of the *School Code* only for the term of the multi-year contract and any multi-year extension thereof; however, the Administrator shall not lose any previously acquired tenure credit with the District, if any.
5. **Employment Representations.** The Administrator represents that she is not under contract with any other employer, including but not limited to school districts or cooperatives, for any portion of the term covered by this Contract. The Administrator further represents that all information provided to the District in the process of application for employment was true and complete.

### C. BENEFITS

1. **Reimbursement of Business Expenses.** The Board shall reimburse the Administrator in accordance with District procedures for monthly expenses incurred in the performance of her duties. The Administrator shall itemize and substantiate all expenses incurred, in accordance with applicable Board policy and procedures.
2. **Insurance.** The Board will provide the Administrator with the following insurance benefits during the term of this Contract:
  - a. Pursuant to the Administrator's benefit election, single or family hospitalization/medical insurance and dental insurance, as provided under any group program effective in the District. If, at any time during the term of this Contract, the Board's payment of insurance premiums is deemed to constitute a discriminatory or otherwise impermissible benefit under law or regulation or other official guidance, subjecting the Board or Administrator to potential penalties, civil fines, benefit plan disqualification, or increased tax payments, including excise taxes, the Board may, in its discretion, determine to decrease or eliminate its payment for such insurance and may, in its discretion, make a corresponding increase in another form of compensation to offset the cash value of the reduction in such insurance premium benefit. The parties acknowledge that the action to modify the benefit set forth in this paragraph of this Contract shall be in implementation

of this provision of this Contract and shall not constitute or require an amendment to this Contract.

- b. Long-term disability insurance, as provided under any group program effective in the District.
- c. Single or family coverage vision service plan, as provided under any group program effective in the District.
- d. Group term life and AD&D insurance, in the amount of \$150,000, subject to all eligibility conditions of the District's group program carrier. The Board will pay the premiums, and the Administrator is entitled to designate any and all beneficiaries.

3. **Vacation.** In a full Contract Year, the Administrator shall be entitled to a paid vacation of twenty-one (21) working days annually, exclusive of legal holidays. In a Partial Contract Year, this allotment shall be prorated based on the number of working days. Vacation shall be taken, subject to the approval of the Superintendent, within the twelve (12) month period of a Contract Year; however, at the end of a Contract Year, unused vacation days will be converted into accumulated sick days for the following Contract Year with the Superintendent's approval. However, upon separation of employment, any unused vacation days shall be paid to the Administrator at the Administrator's current per diem pursuant to the Illinois Wage Payment and Collection Act (820 ILCS 115/1 *et seq.*). Such payment shall not become due and payable to the Administrator until after her receipt of her final regular paycheck or last day of work, whichever is later. In no event shall unused vacation days accumulate as sick leave in the Contract Year in which the Parties separate employment.

To the extent that the Cook County Paid Leave Ordinance (Ordinance Amendment 24-0583, Chapter 42, Human Relations, Article II, In General, Division 1, Paid Leave, Section 42-1 through 42-10 of the Cook County Code, effective December 31, 2023, as amended, herein "the Ordinance") applies to any period of employment under this Contract, the Board and the Administrator agree as follows. A portion of the allotment of vacation days described in this Section, up to the minimum Accrual Cap required under the Ordinance, shall be considered to be provided as Ordinance Paid Leave in fulfillment of the required Paid Leave Ordinance, via the frontload method, for the 12-month period of the School District's fiscal year (namely, July 1 to the following June 30). Because such Ordinance Paid Leave shall be made available to the Administrator to be used for any purpose allowed under the Ordinance as of the start of the 12-month period, no unused amount shall be carried over to the next 12-month period.

4. **Sick Leave.** The Administrator shall be granted sick leave, as defined in Section 24-6 of the *School Code*, of seventeen (17) working days annually or, to the extent it differs, the same amount as the normal annual allotment provided to District 74 teachers, which may be accumulated to a maximum of 340 days. In a Partial

Contract Year, this allotment shall be prorated based on the number of working days.

5. **Personal Leave.** The Administrator shall be granted personal leave of four (4) working days annually, or, to the extent it differs, in the same amount and pursuant to the same terms of use and accumulation as such days are provided to District 74 teachers. In the 2024-2025 Partial Contract Year, this allotment shall be prorated based on the number of working days. No allotment shall be granted in the 2029 Partial Contract Year.
6. **Professional Organizations.** Upon the Superintendent's approval of the appropriateness of the Administrator's involvement in state or national organization(s) or professional membership(s), the Board shall pay the reasonable professional dues for such organizations or memberships for the Administrator.
7. **Attendance at Professional Meetings.** The Administrator is expected to attend appropriate professional meetings or conferences at the local and state levels and, subject to prior Superintendent approval, at one national-level conference. Expenses incurred shall be reimbursed by the Board in accordance with applicable Board policy and procedures.
8. **Annuities and Deferred Compensation.** From the annual salary stated in paragraph A.1 of this Contract, the Administrator may (1) annually defer compensation pursuant to and in accordance with the terms of an eligible deferred compensation plan as described in Section 457(b) of the *Internal Revenue Code*, if adopted by the Board, and/or (2) authorize a salary reduction in order that the Board may purchase a 403(b)-eligible product for the Administrator as described in Section 403(b) of the *Internal Revenue Code*, in accordance with the Board's 403(b) Plan if offered, and provided that the Administrator confirms that any such deferrals and/or reductions are within *Internal Revenue Code* limitations.
9. **Insurance Coverage Upon Retirement.** In recognition of the Administrator's extensive years of service to District 74 upon her retirement through TRS on or after July 31, 2029, as indicated in Section F.1 below, the Board shall provide, effective August 1, 2029, until the Administrator becomes Medicare-eligible, the following insurance benefits:
  - a. payment toward the Administrator's single hospitalization/medical insurance not to exceed 70% payment of the single premium cost for TRS TRIP medical insurance at that time; and
  - b. payment toward the Administrator's single dental insurance not to exceed 70% payment of the single premium cost for the group dental program effective in the District at that time.

If, at any time during the term of this Contract, the Board's payment of insurance premiums is deemed to constitute a discriminatory or otherwise impermissible benefit under law or regulation or other official guidance, subjecting the Board or

Administrator to potential penalties, civil fines, benefit plan disqualification, or increased tax payments, including excise taxes, the Board may, in its discretion, determine to decrease or eliminate its payment for such insurance and may, in its discretion, make a corresponding increase in another form of compensation to offset the cash value of the reduction in such insurance premium benefit. The parties acknowledge that the action to modify the benefit set forth in this paragraph of this Contract shall be require a post-retirement amendment to this Contract.

**D. POWERS AND DUTIES**

- 1. **Duties.** The Administrator, as directed in her job description, shall assist the Superintendent in the administrative operation and management of the School District. The Administrator also shall assume any additional administrative responsibilities and duties as may be assigned, under the supervision and direction of the Superintendent and in accordance with the laws of the State of Illinois and the policies, rules, and regulations of the Board. Additionally, the Administrator shall keep such records and make such reports as are now or hereafter may be required by law or by the Board.
  
- 2. **Extent of Service.** The Administrator shall devote her time, skill, labor, and attention to the business of the School District and related professional activities so as to faithfully perform the duties of Business Manager/CSBO, as set forth in the job description attached as Exhibit A and incorporated in this Contract by reference. With the permission of the Superintendent, the Administrator may attend university courses, seminars, or other professional growth activities; serve as a consultant to another district or educational agency for a short-term duration without loss of salary; or lecture and engage in writing activities and speaking engagements. The Administrator may not jeopardize the functioning of the School District by engaging in or by any lengthy and conspicuous absence for such professional activities.
  
- 3. **Compliance with Policies.** The Administrator is responsible for and deemed to have knowledge of all policies, rules, and regulations established by the Board or the District administration and shall comply with their requirements.

**E. PERFORMANCE GOALS AND EVALUATIONS**

- 1. **Student Performance and Academic Improvement.** The Administrator acknowledges that, pursuant to Section 10-23.8a of the School Code (105 ILCS 5/10-23.8a), this multi-year agreement is subject to performance-based goals and indicators. The Parties agree the goals and indicators are linked to student performance and academic improvement of the schools within the District.

Annually, the Administrator shall: (1) review student performance; (2) evaluate the District’s budget and financial status; and (3) report to the Superintendent on her findings as to (a) student performance and (b) her recommendations, if any, for

budgetary adjustments or programmatic changes as a result of her review and evaluation of such matters. The presentation of the report shall constitute the achievement of the goals and indicators of student performance and academic improvement as required by Section 10-23.8a of the Illinois School Code. The Superintendent shall make a recommendation to the Board concerning whether the Administrator has met the established goals above for purposes of the Board's determination whether to extend this Contract.

2. **Evaluation.** The Superintendent or designee shall evaluate the Administrator's performance, including but not limited to performance on the goals and indicators listed above, at least annually. One copy of the evaluation shall be included in the Administrator's personnel file and one copy of the evaluation shall be provided to the Administrator. Except as provided by statute, failure of the Superintendent or designee to complete an evaluation does not preclude termination or non-renewal of this Contract.

#### **F. RENEWAL OR AMENDMENT OF CONTRACT**

1. **Retirement and Intent Not to Renew Contract.** In entering into this multi-year contract of employment, the Administrator hereby reports her decision to retire from the teaching profession on or after July 31, 2029, and the Board of Education accepts her retirement as of that date. The Board hereby provides notice of intent not to renew this Contract beyond July 31, 2029. The parties agree that this Contract shall expire on that date without further notice or action required.
2. **Amendment.** Any adjustment or modification made during the life of this Contract shall be in the form of a written amendment and shall become a part of this Contract, but such adjustment or modification shall not be construed as a new contract with the Administrator or as an extension of the termination date of this Contract.
3. **Reclassification.** Throughout the term of this Contract, or any extension hereof, the Administrator shall be subject to reclassification, by demotion or reduction in rank, in accordance with the terms, provisions and procedures of Section 10-23.8b of the Illinois School Code. Nothing, however, shall be construed so as to limit the authority of the Board to order the lateral transfer of the Administrator to a position of similar rank and equal salary during the term of this Contract.

#### **G. TERMINATION**

1. **Grounds for Termination.** This Contract may be terminated during its term:
  - a. By mutual agreement, in writing;
  - b. Upon the Administrator's permanent disability (inability to perform essential job functions with or without accommodation) (The Administrator shall be considered permanently disabled: (i) after any absence due to "permanent illness or incapacity" in accordance with the terms of the Board

Policy on Temporary Illness or Incapacity; (ii) if she presents to the Board a physician's statement certifying that she is permanently disabled or incapacitated; or (iii) if the Board deems the Administrator permanently disabled after a Board-required physical or mental examination. Before a termination for permanent disability, the Administrator may request a hearing before the Board. If the Administrator chooses to be accompanied by legal counsel, she shall bear any related costs. The Board hearing shall be conducted in executive session.);

- c. Via discharge for cause;
  - d. Upon elimination of the Administrator's position; or
  - e. Upon the death of the Administrator.
2. **Cause.** Discharge for cause during the term of this Contract shall be for any conduct, act, or failure to act by the Administrator that, in the discretion of the Board, is detrimental to the best interests of the School District. Reasons for discharge for cause shall be given in writing to the Administrator, who will be entitled to notice and a hearing before the Board to discuss such causes. If the Administrator chooses to be accompanied by legal counsel, she shall bear any costs involved. The Board hearing shall be conducted in closed session. The decision of the Board will be final.

## H. MISCELLANEOUS

- 1. **Notices.** Any notice required to be given under this Contract shall be deemed sufficient if it is in writing and sent by first class mail or certified mail, postage prepaid, to the last known residence of the Administrator or the President of the Board at the administrative offices of the District.
- 2. **Governing Law and Venue.** This Contract has been executed in Illinois and shall be governed in accordance with the laws of the State of Illinois in every respect. The parties agree that venue for all actions between the parties shall lie solely in the state court having jurisdiction over Cook County, Illinois, and the Administrator hereby submits to the jurisdiction of the same.
- 3. **Headings.** Paragraph 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 shall control.
- 4. **Counterparts.** This Contract may be executed in multiple counterparts, and a set of counterparts bearing the signatures of both parties constitutes the Contract as if the parties had signed a single document.
- 5. **Complete Understanding.** This Contract contains all the terms agreed upon by the parties with respect to the subject matter of this contract and supersedes all prior



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

6. **Effect of Agreement.** This Contract shall inure to the benefit of and be binding upon the Board and its successors and assigns. If any portion of this Contract is deemed to be illegal or unenforceable, the remainder shall remain in full force and effect.

**IN WITNESS WHEREOF**, the parties have executed this Contract on the date written above, upon formal approval by the Board at a duly convened meeting.

**ADMINISTRATOR**

**BOARD OF EDUCATION OF  
LINCOLNWOOD SCHOOL DISTRICT  
NO. 74, COOK COUNTY, ILLINOIS**

\_\_\_\_\_  
Courtney L. Whited

By: \_\_\_\_\_  
Board President

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTEST**

By: \_\_\_\_\_  
Board Secretary

Date: \_\_\_\_\_

**EXHIBIT A**

**JOB DESCRIPTION – BUSINESS MANAGER/CSBO**



## EXHIBIT A

# Business Manager/CSBO

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Job Category: Certified

Status: Exempt

Location: Administration Building

Reports to: Superintendent of Schools

### Qualifications

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skills, and abilities required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- Illinois State Board of Education Professional Educator Licensure appropriate to assignment; Chief School Business Official (CSBO) endorsement; Master's Degree.
- Minimum of 2 years administrative experience.
- Possesses a thorough understanding of internal and external auditing requirements and procedures to ensure fiscal integrity and responsibility.
- Supports continuous quality through staff development.
- Ability to demonstrate personal and professional ethical behavior.
- Ability to demonstrate leadership qualities.
- Ability to demonstrate strong communication skills.

### Job Goal

To provide leadership and to carry out the annual and long-range financial goals of the school district and ensure fiscal integrity in all areas of the Business Department.

### Performance Responsibilities

- Assists Superintendent in the daily operations of the school district.
- Plans, organizes and directs the financial affairs of the school district. Utilizes all data to work with the Board and Superintendent to strategically plan for five to ten years in the future.
- Effectively coordinates and supervises support staff that has the responsibilities for purchasing, school nutrition services, budgeting, buildings and grounds, payroll, personnel, accounts payable and accounts receivable and transportation.
- Enhances the financial position of the district through sound investment strategies, long-range financial planning and budget forecasting and cash flow management.
- Responsible for internal and external auditing to ensure fiscal integrity.
- Prepares and oversees the preparation of district financial reports. Ensures that report formats meet all state, local and in-district reporting requirements.
- Facilitates the district Finance Committee.
- Coordinates financial affairs with the Niles Township District for Special Education (NTDSE).
- Attends Board meetings. Prepares and presents reports for the Board of Education as the Superintendent may request.
- Keeps abreast of governmental statutes, regulations and laws relating to school financial affairs.
- Prepares the district budget and meets all governmental regulations and deadlines in that preparation.
- Prepares and presents the district levy to the Board of Education.

- Supervises all department heads that supervise custodial services and food services.
- Oversees facilities, including planning, renovation and maintenance with the Architect of record.
- Oversees and coordinates all departments in the writing and follow-up of grants.
- Directs and controls risk management.
- Serves on all negotiations teams as a resource and negotiator.
- Assists Superintendent in building partnerships with community organizations.
- *Other essential duties and responsibilities may be assigned.*

#### Physical, Sensory and Environmental Demands

Physical: The employee frequently is required to stand, walk, sit, use hands and fingers; sit continuously for extended periods of time; and reach with hands and arms. The employee must have the ability to use a keyboard and equipment typically found in an administrative work setting.

Sensory: While performing the duties of this job, the employee is regularly required to talk and/or hear. Specific vision abilities required by this job include close vision, distance vision, ability to adjust focus, read and interpret documents and instruction; frequent identification of letters, numbers, and symbols in a technology environment.

Environmental: While performing the duties of this job, the employee is exposed to equipment and noise levels typical of an administrative office environment.

#### Evaluation:

Performance will be evaluated by the Superintendent in accordance with Board's Policy.

#### Terms of Employment

Twelve-month position. Salary to be determined by Board of Education.