

David Shepherd – Coordinator of Transition to On-Site Learning
EMPLOYMENT CONTRACT
2020-2021

AGREEMENT made this 16th day of June 2020 between the **BOARD OF EDUCATION OF ANTIOCH COMMUNITY CONSOLIDATED SCHOOL DISTRICT NO. 34, LAKE COUNTY, ILLINOIS**, hereinafter referred to as the "**Board**," and David Shepherd, hereinafter referred to as the "**Administrator**."

A. EMPLOYMENT AND COMPENSATION

1. **Salary and Term of Employment.** The Board hereby employs the Administrator for one (1) year commencing on July 1, 2020, and terminating on June 30, 2021 at an annual salary of \$96,408.00 (Ninety-Six Thousand Four Hundred Eight and NO/100s) payable in equal installments in accordance with the rules of the Board governing payments of other administrative staff members in the District. The Administrator hereby accepts employment upon the terms and conditions hereinafter set forth. A "Contract Year" shall be defined as July 1 – June 30. For the purpose of calculating a per diem, the formula shall be $\text{Salary}/261 = \text{per diem}$. However, the Administrator acknowledges and agrees that his or her work schedule shall not necessarily be limited to 261 workdays, as the actual number of workdays could vary from contract to contract depending on the calendar.
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 State of Illinois Teachers' Retirement System ("TRS") and the Teachers' Health Insurance Security Fund ("THIS") the Administrator's required contributions to said pension system and health funds. 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 the TRS and the THIS Funds. 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 Funds, and further acknowledge that such contributions are made as a condition of employment to secure the Administrator's future services, knowledge and experience.
3. **Representations Concerning Creditable Earnings.** The Parties hereby 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. Both Parties further acknowledge that the Administrator does not have the right to receive payment for any amounts that would have been contributed to the TRS by the Board on his 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.

4. **Salary Adjustments.** Any salary 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, nor as an extension of the termination date of this Contract.
5. **Professional Educator License.** During the term of this Contract, the Administrator shall hold a valid and properly registered professional educator license, issued by the Illinois State Board of Education Educator Licensure Division, with the appropriate endorsement qualifying him/her to act as Principal of the School District.
6. **Employment Representations.** The Administrator represents that he/she is not under contract with any other school district for any portion of the term covered by this Contract.
7. **Medical Examinations.** If the Administrator is a new employee or has had a break in service with the District, prior to commencing duties under this Contract, the Administrator shall submit to a physical examination by a physician licensed in Illinois to practice medicine and surgery in all its branches, and shall provide the Board with evidence of physical fitness to perform duties assigned and freedom from communicable disease pursuant to Section 24-5 of the School Code. In addition, regardless of prior employment history with the District, during the term of this Contract, 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. Such examination shall be performed by a physician designated by the Board, unless required by law to be performed by a physician designated by the Administrator. Subject to any applicable legal requirements, the Administrator shall authorize and direct the examining physician to provide the Board with a written report or reports of any such examinations and of opinions the physician may form therefrom, as well as other information pertaining to such examination or opinions, whether written or oral, as the Board may require. In accordance with the federal *Genetic Information and Non-Discrimination Act* (GINA), the Administrator is warned not to disclose to the Board any family medical history or genetic information in the report of any examination pursuant to this paragraph. As a condition of employment, the Administrator also agrees to comply with all health requirements established by law.
8. **Criminal Background Investigation.** If the Administrator is a new employee or has had a break in service with the District, the Administrator shall authorize a criminal background investigation by the Board, pursuant to the *School Code* and a DCFS Child Abuse Registry background investigation. The Administrator acknowledges that this Contract is contingent upon the Board deeming acceptable

the results of such criminal background investigation, the DCFS Child Abuse Registry check, a Statewide Sex Offender Database check, and a Statewide Murderer and Violent Offender Against Youth Database check.

B. BENEFITS

1. Insurance. The Board shall provide the Administrator with the following benefits:

- a. Single hospitalization/medical insurance as provided under any program effective in the District and up to \$1680.00 toward full family hospitalization/medical insurance coverage with the difference in cost being the responsibility of the employee;
- b. Liability insurance, as provided to other administrators; and
- c. \$150,000 Group Term Life Insurance; and
- d. \$110.00 toward the cost of employee dental insurance

If the provision of insurance benefits provided under this Contract would result in the Board being obligated to pay a penalty, excise tax or other fee due to changes and/or interpretations of the *Internal Revenue Code* or other laws affecting the provision of insurance benefits, or rules and regulations thereunder, the Board, in its discretion, may determine to decrease the payment for such insurance and make a corresponding increase in the Administrator's salary or other form of compensation to offset the cash value of the reduction in such insurance premium. The Board makes no representation regarding the taxable nature of the insurance benefits under this Paragraph, and may withhold taxes from or impute taxes on such benefits.

2. Mileage Reimbursement. The Board will reimburse the Administrator for automobile mileage incurred in the performance of his/her duties. Substantiation of all expenses incurred pursuant to this provision shall be made by the Administrator within one hundred twenty (120) days of the date the expense is incurred and in accordance with the regulations of the Internal Revenue Code, as amended. The Board reserves the right to deny a request for reimbursement that is not made within the one hundred twenty (120) day period.

3. Expense Reimbursement. The Board shall reimburse the Administrator for other reasonable monthly expenses incurred in the performance of his/her duties, including cell phone reimbursement, up to the actual amount, but not to exceed \$50.00 per month. Substantiation of all expenses incurred pursuant to this provision shall be made by the Administrator within one hundred twenty (120) days of the date the expense is incurred and in accordance with the regulations of the Internal Revenue Code, as amended. The Board reserves the right to deny a request for reimbursement that is not made within the one hundred twenty (120) day period.

4. **Sick Leave.** The Administrator shall be granted sick leave, as defined in Section 24-6 of the *School Code* of fifteen (15) working days per Contract Year, which may be accumulated to a maximum of three hundred forty (340) days. The parties mutually acknowledge that the Administrator shall have no claim of entitlement, under law or practice, to the payment of unused sick leave days from the Board upon the termination of this Contract.
5. **Personal Leave.** The Administrator shall be given three (3) personal leave days at full salary per Contract Year. Such unused leave shall accumulate as sick leave.
6. **Bereavement.** The Board shall provide the Administrator up to three (3) days of paid leave for bereavement purposes per Contract Year. Such leave may be used to the extent it is necessary for the Administrator to make any arrangements for or attend services related to the death of an immediate family member. For the purposes of bereavement leave, the term "immediate family member" is defined as parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, daughters-in-law, sons-in-law, nieces, nephews, aunts, uncles and legal guardians. Unused bereavement leave shall not carry over and shall not accumulate as sick leave.
7. **Membership Fees and Dues.** The Administrator shall be reimbursed for dues and membership fees to professional organizations upon Superintendent approval.
8. **Professional Organizations.** With the Superintendent's prior approval, the Administrator is expected to attend appropriate professional meetings at the local and state levels and, subject to prior Board approval, at the national level. All reasonable expenses incurred shall be paid by the Board.
9. **Civic Organizations.** With the Superintendent's prior approval, the Administrator is encouraged to participate in local civic and fraternal organizations in the interest of promoting a better understanding of the District and its concerns. Subject to its prior approval, the Board shall pay the dues incurred through membership in such organizations.
10. **403(b) and 457 Contributions.** From the 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 state deferred compensation plan as described in Section 457 of the *Internal Revenue Code* if adopted by the Board, or (2) authorize a salary reduction in order that the Board may purchase an annuity policy for the Administrator as described in Section 403(b) of the *Internal Revenue Code*.
11. **Tuition Reimbursement.** The Board will reimburse the Administrator for tuition related to voluntary elective professional development courses in the field of education. [One class per semester unless otherwise approved by Superintendent].

The Administrator must have the Superintendent's pre-approval for all requests for tuition reimbursements by the Administrator. Upon the approval of requests for tuition reimbursements by the Superintendent, the Administrator shall sign and execute the Tuition Assistance Repayment Agreement, a copy of which is attached as Exhibit A. In order for the Administrator to be eligible for full tuition reimbursement, the Administrator must remain in the District's employ for twelve months after the completion of the courses. If the Administrator leaves the District before serving at least twelve months after completion of the courses, the Administrator consents to authorize the Board, within the meaning of the *Illinois Wage Payment and Collection Act*, 820 ILCS 115/9, to deduct any amounts provided to him relating to tuition reimbursements, in conjunction with the Tuition Assistance Repayment Agreement.

12. **Vacation.** The Administrator shall work twelve (12) months during the Contract Year. The Administrator shall be entitled to a paid vacation of twenty (20) working days in each Contract Year, provided, however, that prior to scheduling any vacation, the Administrator must provide the Superintendent with reasonable advance notice and any such vacation in excess of two consecutive work days shall be mutually agreed upon by the Administrator and the Superintendent. Vacation days shall be available to the Administrator as of the first day of each Contract Year, but, in the event the Administrator leaves the District's employ before a Contract Year is complete, his/her vacation days shall be pro-rated according to the percentage of the year worked (e.g., a termination on October 1 would entitle the Administrator to earn 5 days paid vacation for the contract year, as illustrated: $20 \text{ days divided by } 12 \text{ months} = 1.67 \text{ days earned per month of employment} \times 3 \text{ months of completed employment} = 5 \text{ vacation days earned}$). In the event of a mid-year termination of this Contract, the District shall pay to the Administrator any earned and unused vacation days, and the Administrator shall reimburse the District for any unearned and used vacation days, whichever may be applicable. Any payment by the District for unused and earned vacation days shall be made after the Administrator's receipt of his/her final paycheck for regular earnings and shall not be considered creditable earnings for the purpose of reporting to the Teachers' Retirement System. Vacation must be taken within the twelve-month contract period and shall not carry over.

C. **POWERS, DUTIES, AND EXTENT OF SERVICE**

1. **Extent of Service.** The Administrator shall devote his entire time, attention, and energy to the business of the School District and related professional activities. With the permission of the Board, 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; lecture, and engage in writing activities and speaking engagements. The Administrator may not jeopardize the functioning of the School District by any lengthy and conspicuous absence for such professional activities.

2. **Duties.** The Administrator shall supervise the operation of attendance centers as the Board shall determine necessary and shall have as his primary responsibility the improvement of instruction. The Administrator shall also assume administrative responsibilities and instructional leadership 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 for the planning, operation and evaluation of the educational program of his assigned attendance area. The Administrator shall assume such additional duties and attend such additional meetings as directed by the Board or the Superintendent. The Administrator shall submit recommendations, as requested, to the Superintendent concerning the appointment, retention, promotion and assignment of all personnel assigned to his attendance center(s) and shall keep such other registers, records and reports as may be directed by the Superintendent and the Board or required by law. The Administrator shall suspend students guilty of gross disobedience or misconduct from school and from the school bus in accordance with the requirements of Section 10-22.6 of the School Code and Board policy. [The Principal shall oversee and administer the District's summer school program in cooperation with other appropriate District and school administrators.]

D. RENEWAL, EXTENSION, RECLASSIFICATION AND TRANSFER

1. **Renewal or Extension.** After January 1 of the Contract Year in which the Contract expires, the Board and Administrator may mutually agree to renew the Administrator's employment. In such event, the Board shall take specific action to enter into a new contract of employment with the Administrator.
2. **Non-Renewal.** In the event the Board determines not to renew the employment of the Administrator, this Contract shall expire at the end of the term set forth in paragraph A.1, unless it is terminated prior to this date pursuant to Section F of this Contract. The Administrator shall receive notice of intent not to renew his/her employment in accordance with the applicable requirements of the *School Code*, including the reclassification provisions of Section 10-23.8b, if applicable.
3. **Transfer.** During the term of this Contract, the Administrator may be transferred to another position in the School District if it is in the best interests of the School District as determined by the Board in its sole discretion and the Administrator's salary and benefits provided under this Contract are not reduced.

E. EVALUATION

The Administrator shall be evaluated by the Superintendent or designee by May 1st. The Administrator shall meet with the Superintendent or designee to discuss and evaluate performance, goals, working relationship, rapport and understanding in accordance with an evaluation plan established by the Superintendent or designee. Failure of the Superintendent or designee to complete an evaluation does not preclude termination or

non-renewal of this Contract, unless otherwise provided by the *School Code*. The Superintendent shall report to the Board the results of the evaluation for the purposes of the Board's determination whether to renew this Contract.

F. TERMINATION

1. **Grounds for Termination.** This employment contract may be terminated during its term by:
 - a. Mutual agreement;
 - b. Permanent disability (inability to perform essential job functions with or without accommodation). The Administrator shall be considered permanently disabled: 1) after any absence that renders him "permanently ill or incapacitated" in accordance with the terms of the Board Policy on Temporary Illness or Incapacity; ii) if he presents to the Board a physician's statement certifying that he is permanently disabled or incapacitated; or iii) if the Board deems the Administrator permanently disabled after a Board-required physical or mental examination. Prior to termination for disability, the Administrator may request a hearing before the Board. If the Administrator chooses to be accompanied by legal counsel, he shall bear any costs therein involved. The Board hearing shall be conducted in executive session;
 - c. Discharge for cause; or
 - d. Death.
2. **Cause.** Discharge for cause during the term of this Contract shall be for any conduct, act, or failure to act by the Administrator which, 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 shall be entitled to notice and a hearing before the Board to discuss such causes. If the Administrator chooses to be accompanied by legal counsel, he shall bear any costs therein involved. The Board hearing shall be conducted in executive session

G. NOTICE

Any notice required to be given under this Contract shall be deemed sufficient if it is in writing and sent by mail to the last known residence of the Administrator or the President of the Board.

H. MISCELLANEOUS

1. This Contract has been executed in Illinois and shall be governed in accordance with the laws of the State of Illinois in every respect. If any portion of this Contract is deemed illegal due to conflict with State or Federal law, the remainder of the Contract shall remain in full force and effect.
2. Paragraph headings and numbers have been inserted for convenience of reference only and, if there shall be any conflict between such headings or numbers and the text of this Contract, the text shall control.
3. This Contract may be executed in one or more counterparts, each of which shall be considered an original, and all of which taken together shall be considered one and the same instrument.
4. 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.
5. This Contract shall inure to the benefit of and be binding upon the Board and its successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Agreement this 16th day of June, 2020.

ADMINISTRATOR

**BOARD OF EDUCATION OF
ANTIOCH COMMUNITY UNIT
SCHOOL DISTRICT NO. 34**

David Shepherd

By: _____
Board President

ATTEST:

Superintendent

Board Secretary

EXHIBIT A

**ANTIOCH COMMUNITY CONSOLIDATED SCHOOL DISTRICT NO. 34
TUITION ASSISTANCE PRE-APPROVAL**

The Antioch Community Consolidated School District No. 34 Board of Education will reimburse the Administrator for tuition related to voluntary elective professional development courses in the field of education. [One class per semester unless otherwise approved by Superintendent]. The Administrator must have the Superintendent's pre-approval for all requests for tuition reimbursement by the Administrator. Upon the approval of requests for tuition reimbursements by the Superintendent, the Administrator shall sign and execute the Tuition Assistance Repayment Agreement.

Name of Course/Workshop and Institution/Provider for which I am receiving tuition assistance:

_____.

Date on which Course/Workshop will begin and be completed:

_____.

After successful completion of the course, the Administrator will submit a receipt of payment and course grade. I understand and agree that, in the event I do not continue in the employ of the District for at least 12 full months from the date of the completion of this course or workshop, I will be required to repay 100% of tuition assistance advanced to me for this course/workshop.

My repayment schedule shall be as follows: At the time it is determined that I will not continue in the employ of the District, the District will divide the amount of tuition assistance by the number of my outstanding pay periods and will deduct, in near equal installments, the tuition assistance from any wages or final compensation owed. If the tuition assistance cannot, for whatever reason, be entirely deducted from my remaining paycheck(s), I agree to repay the amount still due and owing to the District within fifteen (15) days of my last date of employment with the District.

THIS AGREEMENT SHALL CONSTITUTE MY EXPRESS WRITTEN CONSENT, WITHIN THE MEANING OF THE *ILLINOIS WAGE PAYMENT AND COLLECTION ACT*, 820 ILCS § 115/9, TO THE DEDUCTION OF TUITION ASSISTANCE FROM ANY WAGES OR FINAL COMPENSATION DUE ME BY ANTIOCH COMMUNITY CONSOLIDATED SCHOOL DISTRICT NO. 34. THIS CONSENT IS FREELY GIVEN AT THE TIME THE TUITION ASSISTANCE IS PROVIDED TO ME.

Employee: _____ Date: _____

Superintendent: _____ Date: _____