

**AGREEMENT FOR EMPLOYMENT
OF
EXECUTIVE DIRECTOR
OF
MID-VALLEY SPECIAL EDUCATION COOPERATIVE,
KANE COUNTY, ILLINOIS**

THIS AGREEMENT made by and between the **ADVISORY BOARD OF MID-VALLEY SPECIAL EDUCATION COOPERATIVE**, Kane County, Illinois (the "Board") and **CARLA CUMBLAD** (the "Executive Director").

For and in consideration of the mutual covenants and agreements herein contained, it is agreed by and between the Board and the Executive Director as follows:

1. **EMPLOYMENT:**

The Board hereby employs the Executive Director for Mid-Valley Special Education Cooperative for a three-year term commencing on July 1, 2014 and terminating on June 30, 2017. The Executive Director accepts employment on the terms and conditions herein set forth.

2. **SALARY:**

A. For the 2014-15 school year, the Board shall pay the Executive Director a base salary of \$147,908.75.

B. For the 2015-16 school year, the Executive Director's annual salary shall be adjusted from that of the 2014-15 contract year by 1% plus the percentage change in the Consumer Price Index for all Urban Consumers for the Chicago Area published by the United States Department of Labor Bureau of Labor

Statistics for “all items” for the 12-month period ending December 31, 2014. Any increase as a result of this formula shall not exceed 5%.

C. For the 2016-17 school year, the Executive Director’s annual salary shall be adjusted from that of the 2015-16 contract year by 1% plus the percentage change in the Consumer Price Index for all Urban Consumers for the Chicago Area published by the United States Department of Labor Bureau of Labor Statistics for “all items” for the 12-month period ending December 31, 2015. Any increase as a result of this formula shall not exceed 5%.

D. This salary shall be payable in equal installments in accordance with the rules of the Board governing payments of other administrative staff members employed by the Board.

E. In addition to the salary provided for in this contract, the Board shall pick up and pay, on behalf of the Executive Director, all retirement contributions to the Illinois Teachers’ Retirement System (TRS) as required by Section 16-152.1 of the Illinois Pension Code, as amended from time to time, up to a maximum of 8.40%. Although designated by the Illinois Pension Code as employee contributions, the amounts herein required to be picked up by the Board shall be paid by the Board in lieu of contributions by the Executive Director. It is the intention of the parties to qualify all such payments paid by the Board on the Executive Director’s behalf as employer payments pursuant to Section 414(h) of the *Internal Revenue Code of 1986*, as amended. The Executive Director shall not have the option of choosing to receive directly the amounts contributed to TRS by the Board on the Executive Director’s behalf, nor any right or claim to the contributions to TRS except as such may subsequently become available pursuant

to the provisions of the Pension Code and TRS rules and regulations, and such contributions are made as a condition of employment to secure the Executive Director's future services, knowledge and experience.

F. The Board retains the right to adjust the annual salary and/or fringe benefits of the Executive Director during the term of this Agreement provided that any such adjustments do not reduce the annual salary or benefits below the amounts set forth in this Agreement. Any salary or other adjustment or modification made during the life of this Agreement shall be in the form of a written amendment and shall become a part of this Agreement, but such adjustment or modification shall not be construed as a new Agreement with the Executive Director, nor as an extension of the termination date of this Agreement. *However, the Executive Director shall not receive any salary increase that would subject the Board to a penalty contribution to TRS as set out in 40 ILCS 5/16-158(f) as effective June 1, 2005 and amended thereafter.*

3. **WORK YEAR:**

The Executive Director shall be employed as a twelve (12) month employee. All job responsibilities contained in this contract are inclusive and are considered part of the work year/day for the Executive Director.

4. **UNDERTAKING BY THE EXECUTIVE DIRECTOR:**

A. During the term of this Agreement, the Executive Director shall hold a valid license issued by the Illinois State Board of Education (Educator Licensure Board), qualifying her to serve as Executive Director. The Executive Director's license shall be properly registered and filed with the Board.

- B. During the term of this Agreement, the Executive Director hereby agrees to devote her full time, skill, labor, and attention to her employment as Executive Director and further agrees not to undertake any other employment which is to be performed during the term of this Agreement without prior written consent from the Board. The Executive Director is encouraged to seek speaking, writing or other professional engagements with state and local organizations that would not interfere with the effective performance of her administrative duties, but prior written consent from the Board shall still be sought in these cases.
- C. The duties and responsibilities of the Executive Director shall be those duties incident to the office of Executive Director as set forth in the official job description for this position, a copy of which is attached hereto as **Exhibit "A,"** those obligations imposed by the laws of the State of Illinois, and such other professional duties as assigned by the Board.
- D. The Board reserves the right to reassign the Executive Director to another position during the term of this Agreement without a hearing or loss of pay.
- E. **Waiver of Tenure:**
Under Section 10-22.31(c) of the School Code (105 ILCS 5/10-22.31(c)), as a result of entering into this contract, the Executive Director waives all rights granted under Sections 24-11 through 24-16 of the School Code (105 ILCS 5/24-11 through 105 ILCS 5/24-16), for the duration of her employment as Executive Director.

F. **Performance Goals and Objectives:**

The Executive Director acknowledges that this multi-year contract is a performance-based contract which includes the goals and indicators of student performance and academic improvement determined by the Board to measure the performance and effectiveness of the Executive Director. As part of the Executive Director's annual performance evaluation, the parties shall meet to review the Executive Director's progress towards attainment of the student performance and academic improvement goals established by the Board. The goals and indicators of student performance and academic improvement are set forth in Exhibit B of this Agreement, a copy of which is attached hereto and hereby incorporated by reference as though fully set forth herein.

The Board will review and assess the Executive Director's performance based upon the student performance and academic improvement goals set forth in Exhibit B, and any other performance goals and objectives established by the Board. The Board and Executive Director agree to work cooperatively in order to successfully achieve the intended outcomes as stipulated in the goals and by the dates specified. Both parties recognize that to be successful, sufficient resources must be allocated to implement the goals. The parties also recognize that events beyond the control of either party could have an adverse impact on goal implementation. This contract may be extended or rolled-over prior to its scheduled date of expiration provided that the Board finds that all of the goals and objectives set forth in Exhibit B have been met to the extent

possible based on the time frames expressed in the goals and objectives.

Any renewal of this contract shall be subject to the sound discretion of the Board and in accordance with applicable law.

Notice of non-renewal of this contract shall be given at least 90 days prior to the expiration of the term of the contract.

6. **BENEFITS:**

- A. The Executive Director shall be entitled to administrative benefits which include a travel allowance of no less than \$1,632.00, 100% Board-paid premiums for single/dependent coverage under District's major medical, dental, and vision insurance, 100% Board-paid premiums for term life insurance policy equal to twice the Executive Director's annual salary, 100% Board-paid premiums for long-term disability insurance, \$3,000 for professional growth (professional memberships, conferences/workshops and/or tuition reimbursement) with prior approval by the Board, 15 days of sick leave per full year, including 2 days of personal leave, 13 paid holidays (Independence Day, Day Adjacent to Independence Day, Labor Day, Columbus Day, Thanksgiving Day, Thanksgiving Friday, Christmas Eve Day, Christmas Day, New Year's Eve Day, New Year's Day, Martin Luther King Day, Presidents' Day, and Memorial Day), and a 403(b) employer matching contribution of 1.0% (following at least 5 years of service as Executive Director) or 2.0% (following at least 10 years of service as Executive Director). The Executive Director will also receive 20 days of vacation leave per full year (plus 1 day for each year of 12-Month Administrator service beyond 5 years, up to 25 vacation days

total). The use of vacation days is subject to prior approval by the Advisory Board. Any earned but unused balance as of December 31, 2012 or in any subsequent year may be carried over to the next year, provided that the maximum number of days carried forward may not exceed the annual accrual plus 5 days. The Executive Director will have the option to "sell back" up to 5 unused vacation days either in December or June. However, in the event the "sell back" exposes the District to a penalty by TRS or an additional payment to TRS, this option shall not be available.

7. **REPORTS TO:**

Board.

8. **TERMINATION:**

This employment contract may be terminated by:

- (a) Mutual agreement;
- (b) Permanent disability;
- (c) Discharge for cause;
- (d) Death; or
- (e) Expiration of this Agreement.

1. Permanent Disability

The Board may terminate this contract for reasons of permanent disability or incapacity at any time after the Executive Director has exhausted her accumulated sick leave and vacation benefits and either has been absent from her employment for a continuous period of three (3) months or presents to the Board upon request a physician's statement certifying that

she is permanently disabled or incapacitated. All obligations of the Board shall cease upon written notice of termination for permanent disability or incapacity, provided that the Executive Director shall be entitled to a hearing before the Board if she so requests. The Board reserves the right to require the Executive Director to submit to a medical examination, either physical or mental, whenever the Board deems the Executive Director disabled. Such examination shall be performed by a physician licensed to practice medicine in all its branches, who is selected and paid by the Board. The physician shall prepare a detailed report of the state of the Executive Director's physical and/or mental health and submit it to the Board.

2. Discharge for Cause

Discharge for cause shall be for any conduct, act, or failure to act by the Executive Director which is detrimental to the best interests of the Cooperative. Reasons for discharge for cause shall be given in writing to the Executive Director, who shall be entitled to notice and an opportunity to request a hearing before the Board to discuss such causes. If the Executive Director chooses to be accompanied by legal counsel, she shall be responsible for any costs involved. The Board hearing shall be conducted in closed session.

9. EVALUATION:

The Board shall review the Executive Director's performance on an annual basis. The performance evaluation shall include, but not be limited to, the Executive

Director's progress toward the attainment of the student performance and academic achievement goals set forth in Exhibit B of the Agreement, administration of personnel, rapport with the Board and the community, and such other evaluation criteria or performance goals that may be established by the Board. The appraisal of the Executive Director's performance shall be provided in writing by the Board to the Superintendent.

10. **NOTICES:**

All notices hereunder shall be given at times and in such manner as is consistent with the Illinois School Code. Any notices required to be given under this Agreement shall be deemed sufficient if in writing and sent by certified mail to the residence of the Executive Director on file with the Cooperative or the business address of the President of the Board, as the case may be, unless the Illinois School Code requires a different manner of giving notice.

11. **MISCELLANEOUS**

- A. This Agreement has been executed in the State of Illinois and shall be governed in accordance with the laws of Illinois.
- B. Paragraph headings and numbers, and page numbers have been inserted for convenience of reference only, and if there is any conflict between such heading or numbers and the text of the Agreement, the text shall control.

- C. This Agreement may be executed in one or more counterparts, each of which shall be considered an original, and all of which taken together shall be considered one and the same instrument.
- D. The Agreement contains all the terms agreed upon by the parties with respect to the subject matter of this Agreement and supersedes all prior agreements, arrangements, and communications between the parties concerning such subject matter, whether oral or written.
- E. The Agreement shall be binding upon and inure to the benefit of the Executive Director, her successors, assigns, heirs, executors, and personal representatives, and shall be binding upon, and inure to the benefit of the Board, its successors, and assigns.
- F. In the event a court of competent jurisdiction declares any provision of this Agreement to be illegal or unenforceable, the remainder of the Agreement shall remain in full force and effect.
- G. Any amendment or modification of this Agreement must be in writing and executed by both parties to this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the ___ day of _____, 2014.

ADVISORY BOARD OF MID-VALLEY
SPECIAL EDUCATION COOPERATIVE

EXECUTIVE DIRECTOR

President

CARLA CUMBLAD

ATTEST: _____
Secretary

ADMINISTRATIVE AGENT OF MID-VALLEY
SPECIAL EDUCATION COOPERATIVE (ST. CHARLES
COMMUNITY UNIT SCHOOL DISTRICT NO. 303)

President

ATTEST: _____
Secretary