

PART-TIME ADMINISTRATOR EMPLOYMENT CONTRACT FOR JENNIFER GENDEL

AGREEMENT made this 18th day of June, 2025, between the **BOARD OF EDUCATION OF WINFIELD SCHOOL DISTRICT NO. 34, DUPAGE COUNTY, ILLINOIS**, hereafter referred to as the "Board," and **JENNIFER GENDEL**, hereafter referred to as the "Administrator."

A. EMPLOYMENT AND COMPENSATION

1. Salary and Term of Employment. The Board hereby employs the Administrator as a part-time Student Services Coordinator (0.65 FTE - 170 days) for one year, commencing on July 1, 2025, and terminating on June 30, 2026, at an annual salary of \$69,307.69 for the 2025 - 2026 Contract Year, payable in equal installments in accordance with the rules of the Board governing payments of other administrative staff members in the District. The term "Contract Year" shall refer to each period under this Contract commencing on July 1 and ending on June 30. The Administrator hereby accepts employment upon the terms and conditions hereinafter set forth.

The Administrator's work year shall include 170 days during the 2025-2026 school year as determined by the Superintendent.

2. Teacher's Retirement System. In addition to the annual salary stated in paragraph A.1 of this Contract, the Board shall pay on behalf of the Administrator her required member contributions on all credible earnings to the State of Illinois Teachers' Retirement System and the Teacher's Health Insurance Security Fund ("THIS"). The Administrator shall not have any right or claim to these amounts, except as they may become available at the time of retirement or resignation from TRS or 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. Except as provided in this paragraph, the Administrator does not have the right to receive payment for any amounts that would have been contributed to the TRS or THIS by the Board on her behalf had the Administrator's required contributions not been limited by TRS or THIS due to the application of an established limit for contributions to the pension plan or due to a refund of an overpayment of contributions because of a decrease in the applicable member rate, if any.

3. 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

B. CONDITIONS OF EMPLOYMENT

1. **Professional Educator License.** During the term of this Contract, the Administrator shall hold and maintain a valid and properly registered license with necessary endorsements as issued by the Illinois State Educator Preparation and Licensure Board qualifying her to act as a Student Services Coordinator in the School District.

2. **Employment Representations.** The Administrator represents that she is not under contract with any other school district for any portion of the term covered by this Contract, other than her contract as a teacher in District 34. The Administrator further represents that all information provided to the District in the process of application for employment was true and complete. The Administrator understands that the Board has relied on the information the Administrator provided to the School District in the application process in making its decision concerning employment and has relied on the additional language provided by the Administrator since the application process in making its decision to renew her employment. As such, the Board reserves the right to terminate this Contract in the event any of the information the Administrator provided to the School District is untrue, inaccurate, or demonstrably incomplete.

3. **Medical Examination.** 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, and agrees to execute any necessary consent and disclosure forms to effectuate the provision of the results of such examination to the Board. As a condition of employment, the Administrator also agrees to comply with all health requirements established by law.

4. **Tenure Status.** The Administrator shall retain such seniority and tenure status as accrued during her employment as a teacher in the School District.

5. **Transfer.** During the term of this Contract, the Administrator may be transferred to another position if it is in the best interests of the Board as determined by the Board in its sole discretion and the Administrator's salary and benefits provided under this Contract are not reduced.

6. **Compliance with Law.** The Administrator shall comply with all rules, regulations and orders of the Board and all provisions of the *School Code* and all other relevant local, state, and federal laws and statutes.

C. BENEFITS

1. **Professional Organizations.** Subject to prior approval of the Superintendent, the Administrator shall be reimbursed for dues and membership fees to those professional organizations to which she belongs.

2. **Professional Meetings Attendance.** The Administrator is expected to attend appropriate professional meetings at the local, state, and national levels subject to prior

Superintendent approval. All reasonable expenses incurred shall be paid by the Board.

3. Insurance. The Board will provide the Administrator with the following Board-paid benefits:

- a. 65% of single or family hospitalization/medical insurance and dental insurance, as provided under any group program effective in the School District; and
- b. Liability indemnification and protection, as provided under the School District's liability insurance policies.

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 to potential penalties, fines, fees, employee benefit plan failures or new or increased tax or accessible payments, then the Board may, in its discretion, determine to modify its payment for such insurance and make a corresponding increase in the Administrator's salary or other compensation to offset the diminished cash value, if any, of the change in such insurance premium benefit.

6. Sick and Personal Leave. The Administrator shall be granted paid sick leave, as defined in Section 24-6 of the *School Code*, in the same amount as the normal annual allotment provided the teachers under the Teachers' Contract, which may be accumulated to a maximum of three hundred and fifty-five days (355) days. The Administrator shall be granted paid personal leave in the same amount as and pursuant to the same terms of use as personal days are provided the teachers under the CBA. Both the sick leave and personal leave granted in this section will be pro-rated based on Gendel's 0.5 FTE status as Administrator.

7. 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 deferrals and/or reductions are within *Internal Revenue Code* limitations.

D. POWERS AND DUTIES

1. Responsibilities and Duties. Duties and responsibilities of the Administrator shall be those incidental to the office of the Administrator, those imposed by the laws of the State of Illinois and those duties contained in policies, rules, and regulations of the Board, which may be amended from time to time and to perform other duties as from time to time may be assigned to the Administrator by the Board or the Superintendent. The Administrator shall be responsible for all obligations contained in the official job description for District Administrator. The Board reserves the right to reassign the Administrator to different duties during the term of this

Contract, without a loss of pay.

2. **Compliance with Board Policy.** The Administrator shall be responsible for, and deemed to have knowledge of, all of the policies and rules and regulations established by the Board and shall comply with their requirements.

3. **Extent of Service.** Except for her role as teacher in District 34, the Administrator shall devote her full time, attention, and energy to serving as Administrator of the School District and related professional activities. With the permission of the Board, the Administrator may engage in other professional or employment activities. The Administrator may not jeopardize the functioning of the School District by any lengthy and conspicuous absence for such professional activities.

E. RENEWAL, NON-RENEWAL, AND AMENDMENT OF CONTRACT

1. **Renewal.** At the end of this Contract, the Board and Administrator may mutually agree to renew the employment of the Administrator. 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 extend this Administrator contract for another year, this Contract shall expire on June 30, 2025. The Administrator shall receive notice of intent not to renew her Administrator contract in accordance with the requirements of the *School Code*.

3. **Amendment.** Any salary or other 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.

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 if (a) her condition no longer qualifies as a "temporary illness or incapacity" because she is absent for a continuous period of ninety (90) calendars days after the exhaustion of all available leave; (b) she presents to the Board a physician's statement certifying that she is permanently disabled or incapacitated; or (c) the Board deems the Administrator permanently disabled after a Board-required physical or mental examination. All obligations of the Board shall cease should the Administrator become permanently disabled, and the Board may, at its

option, terminate the Administrator's employment after providing the Administrator with an opportunity for a hearing before the Board on the issue of disability if he/she so requests);

- c. Discharge for cause;
- d. Death of the Administrator; or
- e. Board determination of irreconcilable differences with 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 which, in the discretion of the Board, is deemed 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, she shall bear any costs therein involved. The Board hearing shall be conducted in executive session.

3. **Effects of Termination.** Upon termination of this Contract, no further compensation or benefits shall be paid to the Administrator or any third party on her behalf, unless otherwise specified herein.

G. EVALUATION

By March 1 or 75 calendar days before the end of the school year, whichever is sooner, 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 Board. Failure of the Superintendent or designee to complete an evaluation does not preclude termination or non-renewal of this Contract.

H. TECHNICAL CLAUSES

1. **Applicable Law.** This Contract has been executed in Illinois and shall be governed in accordance with the laws of the State of Illinois in every respect.

2. **Headings and Numbers.** 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. **Counterparts.** 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. **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.

5. **Successors and Assigns.** This Contract shall inure to the benefit of and be binding upon the Board and its successors and assigns.

6. **Severability.** If any 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 shall be deemed removed herefrom, and the remainder of this Contract shall continue to have its intended full force and effect.

7. **Advice of Counsel.** Both Parties have had the opportunity to seek the advice of counsel.

8. **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, the Superintendent and the President of the Board at the administrative office of the School District, as the case may be.

IN WITNESS WHEREOF, the parties have executed this Contract this 25th day of April, 2024, upon formal approval by the Board at a duly convened meeting held this same date.

ADMINISTRATOR

**BOARD OF EDUCATION,
WINFIELD SCHOOL DISTRICT
NO. 34, DUPAGE COUNTY, ILLINOIS**

Jennifer Gendel

President

ATTEST:

Secretary