

**Director of Transportation
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 Mary Holsinger, hereinafter referred to as the "**Director of Transportation**."

A. EMPLOYMENT AND COMPENSATION

- 1. Salary and Term of Employment.** The Board hereby employs the Director of Transportation for one (1) year commencing on July 1, 2020, and terminating on June 30, 2021 at a salary of \$72,841.60 (Seventy-Two Thousand Eight Hundred Forty-One and 60/100s) prorated payable in equal installments in accordance with the rules of the Board governing payments of other administrative staff members in the District. The Director of Transportation hereby accepts employment upon the terms and conditions hereinafter set forth.
- 2. Illinois Municipal Retirement Fund.** In addition to the annual salary stated in paragraph A.1 of this contract, the Board shall pay on behalf of the Director of Transportation to the Illinois Municipal Retirement Fund required contributions to said pension system. The Director of Transportation shall not have any right or claim to said amount except as they may become available at the time of retirement or resignation from the Illinois Municipal Retirement Fund. Both parties acknowledge that the Director of Transportation did not have the option of choosing to receive the contributed amounts directly, instead of having such contributions paid by the Board to the Illinois Municipal Retirement Fund, and further acknowledge that such contributions are made as a condition of employment to secure the Director of Transportations future services, knowledge, and experience.
- 3. 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 Director of Transportation, nor as an extension of the termination date of this Contract.
- 4. Employment Representations.** The Director of Transportation represents that she is not under contract with any other school district for any portion of the term covered by this Contract.
- 5. Medical Examinations.** The Director of Transportation 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 Director of Transportation. Subject to any applicable legal requirements, the Director of Transportation 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 Director of Transportation 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 Director of Transportation also agrees to comply with all health requirements established by law.

- 6. Criminal Background Investigation.** If the Director of Transportation is a new employee or has had a break in service with the District, the Director of Transportation 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 Director of Transportation 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 Director of Transportations salary or other form of compensation to offset the cash value of the reduction in such insurance premium.

2. **Mileage Reimbursement.** The Board will reimburse the Director of Transportation 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 Director of Transportation 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 Director of Transportation shall be granted sick leave, as defined in Section 24-6 of the School Code of fifteen (15) working days, which may be accumulated to a maximum of two hundred forty (240) days. The parties mutually acknowledge that the Director of Transportation 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. **Vacation.** The Director of Transportation shall work twelve (12) months during the Contract Year. The Director of Transportation shall be entitled to a paid vacation of twenty (20) working days during the term of this Contract, provided, however, that prior to scheduling any vacation, the Director of Transportation must provide the CSBO with reasonable advance notice and any such vacation in excess of two (2) consecutive work days shall be mutually agreed upon by the Director of Transportation and the CSBO. Vacation must be taken within the term of this Contract and shall not carry over.
7. **Bereavement.** The Board shall provide the Director of Transportation up to three (3) days of paid leave for bereavement purposes. Such leave may be used to the extent it is necessary for the Director of Transportation 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.

8. **Membership Fees and Dues.** The Director of Transportation shall be reimbursed for dues and membership fees to professional organizations upon CSBO approval.
9. **Professional Organizations.** The Director of Transportation 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.
10. **Civic Organizations.** The Director of Transportation 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.
11. **403(b) and 457 Contributions.** From the annual salary stated in paragraph A.1 of this Contract, the Director of Transportation 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 Director of Transportation as described in Section 403(b) of the *Internal Revenue Code*.

C. **POWERS AND DUTIES**

1. The duties and responsibility of the Director of Transportation of this District shall be those duties as set forth in the job description adopted by the District as well as any obligations imposed by the law of the State of Illinois upon school district employees, and to perform such other duties as from time to time may be assigned to the Director of Transportation by the CSBO, Superintendent and/or the Board.

D. **REAPPOINTMENT**

1. **Renewal or Extension.** At the end of this Contract the Board and Director of Transportation may mutually agree to extend the employment of the Director of Transportation for a single or multi-year period, provided that any multi-year agreement shall include performance-based goals and indicators. In such event, the Board shall take specific action to enter into a new contract of employment with the Director of Transportation.
2. **Non-Renewal.** In the event the Board determines not to extend the employment of the Director of Transportation, this Contract shall expire at the end of the term set forth in paragraph A.1. The Director of Transportation shall receive notice of intent not to renew his employment as required by law.

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 Director of Transportation 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 Director of Transportation permanently disabled after a Board-required physical or mental examination. Prior to termination for disability, the Director of Transportation may request a hearing before the Board. If the Director of Transportation chooses to be accompanied by legal counsel, she 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 Director of Transportation 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 Director of Transportation who shall be entitled to notice and a hearing before the Board to discuss such causes. If the Director of Transportation chooses to be accompanied by legal counsel, she 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 Director of Transportation 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.

Director of Transportation

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

Mary Holsinger

By: _____
Board President

ATTEST:

Superintendent

Board Secretary