

COMMUNITY UNIT SCHOOL DISTRICT NO. 16
CHIEF SCHOOL BUSINESS OFFICIAL EMPLOYMENT CONTRACT

AGREEMENT made the 24th day of April, 2025, by and between the Board of Education, Community Unit School District No. 16, hereafter “the Board,” and, Lori Niemeier hereafter “Chief School Business Official” or “CSBO”, ratified by a simple motion adopted at the regular meeting of the Board held on the 24th day of April, 2025, and as found in the minutes of that meeting.

In consideration of the mutual promises contained herein, it is hereby agreed as follows:

1. **EMPLOYMENT**: CSBO is hereby hired and retained for a period commencing on July 1, 2025, and terminating on June 30, 2030 to serve as a Chief School Business Official within Community Unit School District No. 16, Sangamon and Morgan Counties, Illinois.

2. **DUTIES**: The duties and responsibilities of the CSBO shall be all those duties incident to the office of CSBO as set forth in Board policy, those obligations set forth in the Illinois *School Code*, and, such other duties normally performed by a CSBO, and as from time to time may be assigned by the Superintendent

3. **SALARY AND BENEFITS**:

A. **SALARY**. In consideration of the CSBO services listed herein, the Board of Education will pay to her an annual salary of \$127,564.50 Dollars and No Cents for the 2025-2026 fiscal year; and for the 2026-2027, 2027-2028, 2028-2029, and 2029-2030 fiscal years, the Board shall increase the annual salary for each contract year thereafter over the previous contract year by the greater of either 5.0% or the percentage increase as received by certificated members as stipulated per the collectively bargained agreement. In consideration of the salary listed herein, the CSBO hereby agrees to devote such time, skill, labor, and attention to this employment during the term of this Agreement, and to perform faithfully the duties of a CSBO for this District as set forth in this Agreement. The annual salary herein provided shall be paid in equal installments in accordance with the policy of the Board governing payment of salary to other directors. The Board retains the right to adjust the annual salary of CSBO during the term of this Agreement, provided that any salary and benefit adjustment does not reduce the annual salary and benefits provided in the previous fiscal year. Any adjustment in salary made during the life of this Agreement shall be in the form of an amendment and shall become a part of this Agreement. However, by so doing, it shall not be considered that the Board has entered into a new Agreement with CSBO or that the termination date of this Agreement has been in any way extended.

B. **PENSION SYSTEM**. In addition to the annual salary set forth above, the Board shall pay on behalf of the CSBO to the Illinois Municipal Retirement Fund or the Illinois Teachers’ Retirement System and the Teachers’ Health Insurance Security Fund the CSBO required contributions to said pension system, depending on certification. The CSBO does not have any right or claim to said amount except as it may become available at the time of retirement or resignation from the Illinois Municipal Retirement Fund and/or the State of Illinois Teachers’ Retirement System and the Teachers’ Health Insurance Security Fund. Both parties acknowledge

that the CSBO did not have the option of choosing to receive the contributed amounts directly, instead of having such contributions made as a condition of employment to secure the CSBO's future services, knowledge, and experience.

C. INSURANCE. The Board will provide the CSBO with the following insurance benefits:

- a. Full employee and children hospitalization and medical insurance as provided under any group program effective in the District during the term of this Agreement.
- b. Reimbursement of the CSBO's life insurance program at an amount not to exceed \$3,600 per year.
- c. In the event that any health reform legislation or other law shall prohibit or otherwise restrict the Board from providing the insurance benefit herein described, the Board retains the right to limit participation of the employee and her beneficiaries in the district Health Plans to the same terms and conditions provided to other certified employees. In such event, the monetary equivalent of the difference in premium cost for the employee's elected coverage shall be paid to the employee as salary to the extent that any such additional payment does not result in a penalty or other cost to the Board from the Illinois Municipal Retirement Fund and/or the State of Illinois Teachers' Retirement System and the Teachers' Health Insurance Security Fund. To the extent possible, the Board and employee will work together to avoid any TRS conversion issues.

D. VACATION. The CSBO shall receive twenty (20) working days of vacation annually, exclusive of legal holidays and student vacation days scheduled during the school attendance year. Vacation days shall be taken subject to the approval of the Superintendent. Vacation days must be taken within twelve (12) months of the year in which it is earned and shall not be cumulative. Unless this contract is terminated prior to the expiration of this Agreement, pursuant to either Section 8 or 9 below, all unused vacation days earned under this contract shall convert to and accumulate as sick days at the expiration of the twelve month period for which they are received, except in the last year of employment.

E. SICK LEAVE. At the beginning of each fiscal year, the CSBO shall be granted sick leave, as defined in Section 24-6 of the Illinois School Code, of twenty (20) working days per year and may accumulate to a maximum of three hundred forty (340) days and shall be subject to such other provisions as may be contained in the Illinois School Code, District policies, and rules and regulations.

F. PERSONAL LEAVE. At the beginning of each fiscal year, the CSBO shall be granted three (3) personal leave days. All unused personal leave days may be converted to sick leave days, except when the CSBO has reached the maximum amount of days listed above.

G. OTHER BENEFITS. The CSBO shall be entitled to all the benefits normally given to other certified employees in the District.

4. **PROFESSIONAL ORGANIZATIONS.** The Board will pay directly to both the Illinois Association of School Business Officials (IASBO) and the Association of School Business Officials International (ASBO), respectively, the annual dues for membership for the CSBO as well as for workshops/conferences that promote the professional development of the CSBO. The Board encourages the CSBO to participate in these professional organizations in the interest of promoting a better understanding of her role in the District and its financial concerns.

5. **PROFESSIONAL ORGANIZATION MEETING ATTENDANCE.** The CSBO is expected to attend appropriate professional meetings at the local and state levels. The Board will reimburse the CSBO for all reasonable expenses incurred as a result of her attendance at these meetings.

6. **EVALUATION:** Annually, but not later than March 1st of each Agreement year, the Superintendent shall, during the term of this Agreement, review, in writing, with CSBO, the CSBO's performance and working relationships among CSBO and the Board, the Superintendent, the faculty, the staff, and the community.

7. **CERTIFICATION:** The CSBO shall furnish to the Board evidence of her possession of a valid and appropriate certificate in accordance with the laws of the State of Illinois and as directed by the Board and must pass the criminal background check as provided by law for certified school employees.

8. **DISCHARGE FOR CAUSE DURING TERM OF AGREEMENT.** Throughout the term of this Agreement, CSBO shall be subject to discharge for just cause. The Board shall not arbitrarily or capriciously call for dismissal of the CSBO and the CSBO shall have the right to service written charges, notice of hearing, and a closed hearing before the Board. If CSBO chooses to be accompanied by counsel at such hearing, all such personal expenses shall be paid by CSBO. The Parties agree that just cause is defined for the purposes of this Contract as (1) the CSBO's material breach of any express condition of this Agreement, Board policies, and/or other rules applicable to the CSBO which is incorporated herein; (2) any action by the CSBO that causes substantial prejudice to or is harmful to the best interests of the District; (3) any action or conduct that constitutes moral turpitude; and (4) conviction of a felony. The Parties agree that the decision of the Board on dismissal for cause shall be final.

This Agreement may be terminated for the following other reasons:

- A. Mutual, written agreement of the Parties; or
- B. Death of the CSBO.

9. **TERMINATION BY AGREEMENT:** During the term of this Agreement, the Board and CSBO may mutually agree, in writing, to terminate this Agreement.

10. **NOTICE OF NON-RENEWAL:** Unless notice of intent not to renew this contract shall be given in writing by the Board not later than April 1st of the final contract year, this Agreement shall renew in accordance with its terms for one additional year.

11. **NOTICE**: Any notice or communication permitted or required under this Agreement shall be in writing and shall become effective on the day of mailing this by registered or certified mail, addressed:

If to the Board, to:

President, New Berlin Board of Education
Community Unit School District #16
P.O. Box 230
300 East Ellis Street
New Berlin, Illinois 62670

If to CSBO, to:

Lori Niemeier
[address on file]

12. **GOVERNING LAW**: This Agreement has been executed in Illinois, and shall be governed in accordance with the laws of the State of Illinois in every respect.

13. **MULTIPLE PARTS**: 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.

14. **COMPLETE AGREEMENT**: This Agreement contains all of the terms agreed upon by the parties with respect to the subject matter of this Agreement and supersedes all prior agreements.

IN WITNESS WHEREEOF, the parties have caused this Agreement to be executed in their respective names and in the case of the Board, by its President, on the day and year first written above.

Board of Education of the New Berlin
Community Unit School District No. 16

By: _____
President, Board of Education

Lori Niemeier, CSBO

Attest:

Secretary, Board of Education