

ADMINISTRATOR’S CONTRACT
(July 1, 2020 through June 30, 2021)

This Contract is between the Board of Education (the “Board”) of Riverside School District 96, Cook County, Illinois (the “School District”) and Kimberly Hefner (“the Administrator”). The Board and the Administrator agree as follows:

A. EMPLOYMENT AND COMPENSATION

1. **Term of Employment.** In accordance with the provisions of Section 10-23.8a of the School Code of Illinois, 105 ILCS 5/10-23.8a, the Administrator is hereby employed as an Administrator in the School District (currently assigned as Principal) for the one-year period beginning July 1, 2020, and extending through June 30, 2021. 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. The Administrator further represents that all information provided to the District in the process of application for employment was true and complete. The Administrator hereby accepts employment upon the terms and conditions hereinafter set forth.

2. **Duties.** The duties and responsibilities of the Administrator shall be those duties prescribed by federal and state law and regulations and by the policies, regulations, job description and directions of the Board and the Superintendent, all as may be amended or modified from time to time, and as are reasonably incidental thereto. 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. 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.

3. **Salary.** The Board, as compensation for the duties set forth in this Contract, shall pay the Administrator a base annual salary of One Hundred Sixteen Thousand Forty Eight Dollars (\$116,048.00), payable in equal installments in accordance with the rules of the Board governing payments of other administrative staff members in the District.

4. **Teachers' Retirement System and Health Insurance Security Fund.** In addition to the annual salary stated in paragraph 3 of this Contract, the Board shall pick up and pay, on behalf of the Administrator, all retirement contributions to the Illinois Teachers' Retirement System (TRS) at a rate not to exceed the current 9%, plus the applicable TRS factor under Section 16-152.1 of the Illinois Pension Code for a total TRS contribution not to exceed 9.098901% and the Teacher's Health Insurance (THIS) Fund contribution paid to TRS not to exceed the rate published by TRS for the 2020-2021 school year. Any required employee contributions in excess of the foregoing shall be picked up and paid by the Board as a deduction from the Administrator's applicable creditable earnings. It is the intention of the parties to qualify all contributions picked up and paid by the Board as employer contributions pursuant to Section 414(h) of the Internal Revenue Code of 1986, as amended. The Administrator shall not have the option of choosing to receive contributions directly or any right or claim to the contributions except as such may subsequently become available pursuant to the provisions of the Pension Code and TRS rules and regulations.

5. **Evaluation.** The Superintendent or designee shall evaluate the Administrator's performance in writing in accordance with the District's evaluation program and within the time required by law applicable to the Administrator's assignment. The results of the evaluation, or the failure to evaluate in whole or in part, will not preclude dismissal or non-renewal under the Contract.

B. CONDITIONS OF EMPLOYMENT

1. **License.** The Administrator shall furnish to the Board before beginning employment under this Contract a valid and appropriate license to act in the capacity in which the Administrator is assigned. The Administrator shall keep the license in effect at all times during the term of this Contract.

2. **Medical Examination.** As a required condition of employment for new employees, and 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, including tuberculosis, pursuant to Section 24-5 of the *School Code*. The Administrator shall further 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.

3. **Background Investigation.** This Contract is contingent on completion of the background investigation required of all public school employees by Section 10-21.9 of the School Code of Illinois and of any other background investigation required by law, such as a DCFS, or equivalent, pending investigation or indicated finding check. If the investigation discloses information which would prohibit employment or call into question the Administrator's fitness to serve the School District as the role model required by Section 27-12 of the School Code, the Board may, in its sole discretion, terminate this Contract on ten (10) days' written notice to the Administrator. The background investigation may be repeated from time to time upon notice from the Board to the Administrator.

4. **Outside Activities.** The Administrator shall confine professional and employment

activities to the business of the School District, except as provided in this paragraph or as otherwise approved in advance by the Superintendent.

C. RENEWAL AND TERMINATION

1. **Termination for Cause During the Term of the Contract.** In the event the Board intends to terminate this Contract before its expiration for cause, the Board or its designee shall give the Administrator written notice of such intention, together with a statement of the reasons for termination. Discharge for cause shall be for conduct which is detrimental to the best interests of the School District. Within five (5) days after receipt of such notice, the Administrator may request in writing a hearing before the Board, which shall be in closed session. If no hearing is timely requested, the termination shall become effective on the date specified in the Board's notice. Pending any hearing requested by the Administrator, the Board may suspend the Administrator with or without pay. If the Administrator chooses to be accompanied by legal counsel, he/she shall bear any costs therein involved. At the conclusion of any hearing, the Board shall determine whether to terminate this Contract and the Administrator's employment.

2. **Non-Renewal.** If either the Board or the Administrator decides not to renew this Contract at the end of its term, notice of such decision shall be given by no later than April 1.

3. **Termination by Agreement.** During the term of this Contract, the Board and the Administrator may mutually agree, in writing, to terminate this Contract. Termination of this Contract shall not prohibit the Administrator and Board from entering into a new contract.

4. **Termination due to Permanent Disability or Death.** Should the Administrator become physically or mentally disabled from performing any substantial duty permanently or for a period of ninety (90) calendar days in any 180 calendar-day period, or if a physician's statement certifies that he/she is permanently disabled or incapacitated, the Board may, at its option,

terminate the Administrator's employment upon thirty (30) days' written notice to the Administrator and the opportunity for a hearing before the Board on the issues of disability and performance capability.

Termination of this Contract shall also occur upon the death of the Administrator.

5. **Evaluation and Termination/Non-Renewal.** The Board may terminate or non-renew this Contract in accordance with its terms whether or not the evaluations provided for in paragraph A(5) have occurred.

D. BENEFITS

1. **Reimbursement of Business Expenses.** The Board shall reimburse the Administrator for reasonable monthly expenses incurred in the performance of his/her duties. Substantiation of all expenses incurred pursuant to this provision shall be made by the Administrator in accordance with the regulations of the *Internal Revenue Code*, as amended.

2. **Insurance.** The Board will provide the Administrator with the following benefits:

A. Individual or Full-family hospitalization and medical insurance, dental and vision insurance, as provided under any program effective in the District. It is understood between the Parties that should the Board's payment of insurance premiums pursuant to this Contract be deemed to constitute a discriminatory benefit under law or regulation or other official guidance subjecting the Board or Administrator to potential penalties or increased tax payments, then the Board may, in its discretion, determine to decrease or eliminate its payment for such insurance and may also, in its sole discretion, make a corresponding increase in a different form of compensation to offset the cash value of the reduction or elimination in such insurance premium benefit; and

B. Life insurance, in the amount of \$150,000, subject to all eligibility

conditions of the District's program carrier; and

C. Liability insurance, as provided to other administrators; and

D. Long-term disability insurance, as provided to other administrators, subject to all eligibility conditions of the program available in the District.

3. **Vacation and Holidays.** The Administrator shall be entitled to a paid vacation of twenty (20) working days in each Contract Year, provided, however, that vacation shall be taken when school is not in session and no more than five (5) consecutive days of vacation may be taken without the prior approval of the Superintendent. Vacation days must be taken within the Contract Year, or shall be forfeited and not compensated. If, however, the Administrator receives a contract from the Board for the 2021-2022 school year, and upon the written pre-approval of the Superintendent, up to five (5) days of vacation may be carried over for use during the month of July following the end of the 2020-2021 Contract Year. Any such carry over vacation days will be lost and no longer usable if not taken during the approved July period. The Administrator shall also be entitled to all legal or Board designated school holidays. Days during the District's Winter recess period from Christmas day to New Years' Day shall be deemed non-working days for District Administrators and as such no vacation days need to be used during that period. All other days of the Winter recess period and all days of Spring and Summer recess periods shall constitute working days unless specifically scheduled toward the vacation days listed above.

4. **Sick Leave.** The Administrator shall be granted paid sick leave, as defined in Section 24-6 of the *School Code*, in the amount of the normal annual allotment for teachers pursuant to the Agreement between the Board and the Riverside Education Council.

5. **Personal Leave.** The Administrator shall be granted three (3) days per year for personal business leave without loss of pay for matters which cannot be handled during non-school

days or hours or for religious holidays observed by the Administrator. Such days shall not accumulate and any unused personal days shall be applied to sick leave at the end of the Contract Year.

6. **Bereavement Leave.** The Administrator shall be entitled to five (5) days of bereavement leave per year for a death in the immediate family. The immediate family, for purposes of this section, shall include parents, spouse, children, sisters, brothers, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law and legal guardians. Such days shall not accumulate. At the discretion of the Superintendent or designee, the Administrator may be permitted to use accumulated sick leave days for additional bereavement leave or for death outside of the immediate family.

7. **Professional and Civic Organizations.** Subject to prior approval of the Board, the Administrator shall be reimbursed for all dues and membership fees to a reasonable number of professional/civic organizations.

8. **Professional Meetings Attendance.** The Administrator is expected to attend appropriate professional meetings at the local and state levels and, subject to prior Superintendent approval, at the national level. Subject to prior approval by the Superintendent, all reasonable expenses incurred shall be paid by the Board.

9. **Cell Phone Allowance.** The Board has determined that, by virtue of her job duties, the Administrator needs to be immediately reachable by the Board and District administrators and staff in the event of emergencies outside normal work hours and/or when the Administrator is away from the District. Accordingly, the Board will provide the Administrator with a cell phone allowance in the amount of \$300/year for the business use of the Administrator's personal cell

phone. The Board shall make such provision for a business purpose, and not for purposes of compensation of the Administrator.

E. MISCELLANEOUS

1. 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 at the administrative offices of the District.

2. This Contract has been executed in Illinois, and shall be governed in accordance with the laws of the State of Illinois in every respect.

3. Paragraph headings and numbers have been inserted for convenience of reference only, and if there shall be any conflict between any such headings or numbers and the text of this Contract, the text shall control.

4. 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.

5. If any provision of this Contract is subsequently declared by the proper legislative or judicial authority to be unlawful or unenforceable, all other provisions of the Contract shall remain in full force and effect.

6. This Contract contains all the terms and benefits 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.

7. This Contract shall become effective and be deemed dated as of the date the last of the parties signs this contract as set forth below.

8. This Contract is subject to state and federal laws and regulations and the rules and

regulations of the Board, all as may be amended from time to time.

9. This Contract may be amended by mutual consent of the parties, or modified as provided above, in writing, with all remaining portions of the Contract continuing in effect. No amendment of this Contract shall be valid or binding on the parties unless it is in writing and signed by the Board and the Administrator.

IN WITNESS WHEREOF, the parties have executed this Agreement this **15th** day of April 2020 upon formal approval by the Board at a duly convened meeting held this same date.

**Board of Education of Riverside Public
Schools District 96, Cook County,
Illinois**

Kimberly Hefner

By: _____
Board President

Attest

By: _____
Board Secretary