HINCKLEY-BIG ROCK CUSD 429 ADMINISTRATOR CONTRACT (2025-2026)

THIS CONTRACT made this 24th day of April 2024, by and between the **Board of Education of Hinckley-Big Rock Community Unit School District No. 429**, DeKalb County, Illinois ("the Board"), and **Bonnie Osborne** ("Administrator"). For and in consideration of the mutual covenants and agreements herein contained, it is hereby agreed by the parties as follows:

A. EMPLOYMENT AND COMPENSATION

- Employment Administrator is hereby employed for one year, July 1, 2025, to June 30, 2026, as *Director of Student Services* for Hinckley-Big Rock Community Unit School District No. 429, DeKalb County, Illinois. The Administrator shall work a 260-day calendar whereas winter, spring, and summer recess periods shall constitute working days unless vacation leave is applied. The Administrator shall also be entitled to all legal school holidays.
- 2. <u>Salary</u> In consideration of a 2025-2026 annual salary of one hundred twentythousand dollars seven hundred fifty and 00/00 (\$120,750,.00), less all withholding required by law, the Administrator hereby agrees to devote the Administrator's full-time, skill, labor, and attention to this employment during the term of this Contract, and to perform faithfully the duties of the position for this District. The annual salary shall be paid in equal installments in accordance with the policy of the Board governing payment of salary to other certificated members of the professional staff.
- 3. Teacher's Retirement System and Health Insurance Security Fund. In addition to the annual base salary stated in paragraph A.2 of this contract, the Board shall pay on behalf of the Administrator to the State of Illinois Teachers' Retirement System (TRS) the Administrator's required contributions to said pension system on all reportable earnings as required by law. The Administrator shall not have any right or claim to this amount, except as it may become available at the time of retirement or resignation from TRS. The Board shall pick up and pay on behalf of the Administrator the Administrator's entire required contribution to the Teachers' Health Insurance Security ("THIS") fund. The BOARD shall remit this contribution to the Illinois Teachers' Retirement System ("TRS") as the fund's collection agent. 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 TRS, and further acknowledge that such contributions are made as a condition of employment to secure the Administrators's future services, knowledge, and experience.

B. CONDITIONS OF EMPLOYMENT

- 1. <u>License</u>. During the term of this contract, the Administrator shall hold and maintain a valid and properly registered administrative license and endorsements issued by the Illinois Educator Preparation and Licensure Board qualifying her to act as an administrator in the School District, including the Director of Special Education endorsement.
- 2. <u>Employment Representations.</u> The Administrator represents that she is not under contract with any other school district for any portion of the term covered by this contract, except as allowed under paragraph D.2 of this contract. The Administrator further represents that all information provided to the District in the process of employment application was true and complete.
- 3. <u>Evaluation</u> No later than March 1, the Superintendent shall review the Administrator's performance, assess the working relationship of the Administrator with the Board, Superintendent, other administrators, faculty, staff, students, and the community and provide a written evaluation to the Administrator.

C. BENEFITS

- 1. <u>Insurance</u>. The Board will provide the Administrator with the following 100% Board paid benefits during the term of this contract:
 - a. Full-family hospitalization and medical insurance, as may be provided under any HMO or the HSA PPO group program effective in the District. Shall the Administrator select the HSA PPO plan, the Board will make a \$2000 deposit into the Administrator's HSA.
 - b. Term life insurance, for \$100,000, subject to the maximum amount and all eligibility conditions established by the group plan insurance carrier. The terms of this contract shall not be considered to be violated if, because of the Administrator's physical condition, term life insurance coverage cannot be provided.
 - c. The Administrator will be eligible to participate in all of the District's supplemental insurance plans pursuant to the same terms and conditions provided to certificated members of the professional staff.
 - d. Liability indemnification and protection, as provided under the District's liability insurance policies.

If the provision of insurance contemplated by this contract could 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 may convert its contribution toward such insurance benefit to another form of compensation or benefit to the extent necessary to avoid the imposition of a penalty, excise tax, or fee. In the event the Board makes such a determination, the Board shall collaborate with TRS so as to avoid the loss of creditable earnings to the extent permitted by law and to the extent a penalty to the Board does not result.

- 2. <u>Sick and Personal Leave.</u> The Administrator shall be granted paid sick leave, as defined in Section 24-6 of the *School Code*, of eighteen (18) working days annually. Unused sick leave may accumulate up to a maximum of 340 days. The Administrator shall also be afforded two (2) personal leave days in a contract year with full pay, for personal business or illness, to be taken at the discretion of the Superintendent. Personal leave is not cumulative. However, unused personal leave days shall be transferred to cumulative sick leave.
- 3. <u>Vacation</u>. The Administrator shall be entitled to a paid vacation of twenty-five (25) working days annually. Vacation must be taken within the twelve-month contract period. Any vacation days not used or exchanged for payment will be lost and not available for future use or payment. However, each contract year, the Administrator may exchange a maximum of five (5) unused vacation days for payment at the Administrator's current per diem (1/260th of the salary) instead of using said days. Additionally, up to five (5) unused vacation days may be carried over for use during the next contract year and any such carried over vacation days remaining at the end of that year shall be forfeited. As required by law, the Board shall reimburse the Administrator for any accumulated, unused vacation days that he may have upon departure from the District. This reimbursement shall be made as a post-separation payment (i.e., not as creditable earnings) after the Administrator has retired or otherwise left the District.
- 4. **Professional Activities and Memberships.** The Board shall pay the cost of the Administrator's annual membership dues in local, state, and/or national community service or professional organizations selected by the Administrator and approved by the Superintendent provided that the Board reserves the right to reasonably limit the total amount it shall pay for such dues.
- 5. <u>Transportation Expenses</u> The Board shall reimburse the Administrator at the current IRS rate for mileage incurred by the Administrator's use of the Administrator's personal vehicle on District business. The Administrator shall keep a monthly log of such travel to verify reimbursement requests.

D. RESPONSIBILITIES AND DUTIES

1. <u>Duties.</u> The duties of the Administrator shall be those set forth in the District's job description for the Director of Special Education. The Administrator shall perform all other duties incident to her administrative position as the Superintendent may delegate to her or as required by law.

2. Extent of Service. The Administrator shall devote her time, attention, and energy to the business of the School District and her responsibilities and related professional activities. With the permission of the Superintendent, the Administrator may attend seminars or other professional growth activities; serve as a consultant to another district or educational agency for a short-term duration without loss of salary; lecture; and engage in writing and speaking activities. The Administrator may not jeopardize the functioning of the District by any lengthy and conspicuous absence for such professional activities.

E. RENEWAL, EXTENSION, AND AMENDMENT OF CONTRACT

- 1. <u>Non-Renewal by Board.</u> Notice of intent not to renew this contract shall be given to the Administrator by the Board as may be required under the school code.
- **2.** Renewal and Extensions. Prior to the end of this contract, the Board and Administrator may mutually agree to renew or extend the employment of the Director of Student Services.
- **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 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);
 - c. Discharge for cause; or
 - d. Death of the Administrator
- 2. <u>Cause.</u> Discharge for cause shall be for any conduct, act, or failure to act by the Administrator that is 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 in executive session before the Board to review such causes. If the Administrator chooses to be accompanied by legal counsel, she shall bear any costs therein involved.
- 3. <u>Disability.</u> If, during the term of this Contract, the Administrator should be unable to perform the duties and obligations of this Contract, because of illness, accident, or other cause beyond the Administrator's control and such disability exists for a period of more than the balance of the Administrator's accumulated sick leave days and vacation days, the Board, in its discretion, may make a proportionate deduction from the salary

stipulated. If in the opinion of the Board such disability is permanent, irreparable, or of such nature as to make the performance of Administrator's duties impossible, the Board, at its option, may terminate this Contract, whereupon the respective duties, rights, and obligations of the parties hereunder shall terminate.

4. **Resignation.** Resignation, provided, however, the Administrator gives the Board at least ninety (90) school days written notice of the proposed resignation shall also terminate this contract.

The Board will not arbitrarily or capriciously call for the dismissal of the Administrator. Failure to comply with the terms and conditions of this Contract shall also constitute cause for dismissal. Nothing shall prohibit the Board from suspending the Administrator without pay pending dismissal proceedings. After the effective date of dismissal, the Administrator shall not be entitled to further payments or compensation of any kind under this Contract, except that the Administrator shall be entitled to any vested benefits payable under the terms and provisions of the Illinois Teachers' Retirement System.

G. 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.
- 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 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. 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.
- 6. This contract shall operate 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 24th day of April 2024, upon formal approval by the Board at a duly convened meeting held this same date.

DIRECTOR OF STUDENT SERVICES	BOARD OF EDUCATION OF HINCKLEY-BIG ROCK CUSD429
Administrator	By:President
	ATTEST:
	Secretary