

# ADMINISTRATOR'S EMPLOYMENT CONTRACT

AGREEMENT made this 13<sup>th</sup> day of January 2025, between the **BOARD OF EDUCATION OF HERSCHER COMMUNITY UNIT SCHOOL DISTRICT NO. 2, KANKAKEE COUNTY, ILLINOIS**, hereinafter referred to as the "Board," and *Kyle Boudreau*, hereinafter referred to as the "Administrator."

## WITNESSETH:

### A. EMPLOYMENT AND COMPENSATION

#### 1. Contract Duration and Annual Salary

The Board hereby employs the Administrator as *Assistant Principal* for the fiscal year, commencing **July 1, 2025**, and terminating on **June 30, 2026**, with such responsibilities and duties in that connection as may be fixed by the Board in this contract and in its policies, rules and regulations. The Board shall pay to the Administrator an annual salary of *Eighty-One Thousand Nine Hundred Twenty-nine Dollars & 81/100 (\$81,929.81)* during the term of this contract, in equal installments in accordance with the rules of the Board governing payments of other certificated, professional staff members in the District. The Administrator hereby accepts employment upon the terms and conditions hereinafter set forth.

#### 2. TRS / THIS Contributions

In addition to the annual salary stated in paragraph A.1 of this contract, the Board shall make a contribution on behalf of the Administrator to the State of Illinois Teachers' Retirement System (TRS) in the amount of 9.4% or less (per ILCS) of the Administrator's creditable earnings in satisfaction of the Administrator's required contribution to TRS. In addition, the Board shall pay the Administrator's required contribution to TRS for Teacher Retirees' Health Insurance ["THIS"]. It is the intention of the parties to qualify all such payments paid by the Board on the Administrator's behalf as employer payments pursuant to Section 414(h) of the *Internal Revenue Code of 1986*, as amended. The Administrator does not have any right or claim to said amounts except as they may become available at the time of retirement or resignation from the State of Illinois Teachers' Retirement System. 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 State of Illinois Teachers' Retirement System, and that such contributions are made as a condition of employment to secure the Administrator's future services, knowledge and experience.

#### 3. Salary Adjustments

Any salary or other adjustment or modification in the Administrator's compensation or fringe benefits 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, nor as an extension of the termination date of this contract.

#### 4. Certificate

During the term of this contract, the Administrator shall hold a valid and properly registered license issued by the State of Illinois Teachers' Certification Board qualifying him to act in the capacity to which he is assigned as an Administrator in the School District.

### B. BENEFITS

#### 1. Insurance Benefits

The Board will provide the Administrator with the following insurance benefits:

- (a) Family level coverage for hospitalization and medical insurance in a program approved by the Board; and
- (b) Term life insurance, in the amount of Fifty Thousand Dollars (\$50,000).

2. **Sick Leave and Personal Leave**

The Administrator shall be granted paid sick leave, as defined in Section 24-6 of *The School Code*, of twelve (12) workdays per contract year accumulative to three hundred forty (340) days.

The Administrator shall be granted three (3) paid personal leave days per contract year for personal business. Unused personal leave days shall be credited towards the Administrator's accumulated sick leave.

3. **Professional Dues**

The Board shall pay on behalf of the Administrator the annual membership dues to the Illinois Principal's Association.

4. **Deferred Compensation Plan/Annuity Policy**

From the annual salary stated in paragraph A.1 of this Agreement, the Administrator 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 Administrator as described in Section 403(b) of the Internal Revenue Code, provided that any amounts deferred under a Section 457 eligible deferred compensation plan will serve to reduce the maximum amount which can be tax sheltered through a Section 403(b) annuity.

5. **Other Benefits**

(a) The Administrator shall be allowed such other privileges, leaves, and fringe benefits not specifically enumerated herein but applicable to other full-time certificated personnel, provided the Administrator satisfies any eligibility criteria for such fringe benefits.

(b) The Board shall reimburse the Administrator for reasonable monthly expenses incurred in the performance of his duties. Itemization shall be made of all expenses incurred and receipts shall be submitted to the Superintendent for review and approval.

(c) The Board shall reimburse the Administrator Fifty Dollars (\$50.00) monthly for cellular phone expenses incurred. The Administrator will turn in a copy of their cellular phone bill to accounts payable for reimbursement at the next board meeting.

C. **DUTIES AND CALENDAR**

1. **Duties**

The duties and responsibilities of the Administrator shall be those duties set forth in the Administrator's job description, those obligations imposed by the laws of the State of Illinois, all such other professional duties as may be assigned by the Superintendent, and such other duties as required by applicable Board policies and rules.

The Administrator agrees to devote his best efforts to the educational program of the School District and shall not perform any work outside of the duties and responsibilities of the position for which he is employed. Only with the prior approval of the Superintendent and the Board of Education may he undertake consultative work, speaking engagements or other professional duties and obligations.

2. **Normal Work Year**

The normal work year for the Administrator shall be *Two Hundred Ten (210) days* between July 1 and June 30 annually which will include all student attendance days and teacher work days. The Administrator shall not be entitled to any additional paid days unless specifically required to work beyond the Two Hundred Ten (210) day contract by the Superintendent or the Board.

E. **EVALUATION**

1. **Written Evaluation**

The Superintendent in consultation with the Board shall review and assess the Administrator's performance on or before February 1 of each year. The Administrator shall be formally evaluated in writing annually by the Superintendent on or before February 1 of each year. The evaluation shall include a description of the Administrator's duties and responsibilities and the standards to which the Administrator is to perform. It shall consider the Administrator's specific duties, responsibilities, management and competence as an Administrator; specify the Administrator's strengths and weaknesses with supporting reasons; align with research based standards established by the Illinois State Board of Education and use data and indicators on student growth as a significant factor in rating performance. The evaluation shall also consist of a review of the Administrator's progress toward meeting established professional, student performance and academic goals set forth in Appendix A and a review of the Administrator's leadership and management performance relative to his current assignment. The written evaluation shall be signed by both the Superintendent and the Administrator. The Administrator may respond to the evaluation in writing and such response shall be attached to and included in the Administrator's personnel file.

**2. Periodic Assessments**

The Superintendent will meet with the Administrator periodically throughout the year to review and discuss the Administrator's performance and effectiveness in achieving the performance and professional goals established in cooperation with the Superintendent at the beginning of each term, the Administrator's assigned duties in accordance with the performance standards established for the position and to review progress toward meeting the Administrator's student performance and academic improvement goals listed in Appendix A.

**3. Extension/Termination of Contract**

The Board shall make a determination regarding the re-employment and assignment of the Administrator no later than February 1. If the Board determines not to re-employ the Administrator or to reassign the Administrator, such decision shall be provided in writing to the Administrator no later than February 1.

This Agreement does not constitute an obligation, either written or implied, for re-employment beyond the term set forth herein.

**F. TERMINATION**

This employment contract may be terminated by:

- (a) Mutual agreement;
- (b) Permanent disability;
- (c) Discharge for cause;
- (d) Retirement; or
- (e) Resignation, provided, however, the Administrator shall provide the Board at least ninety (90) days advance written notice of the resignation.

**1. Permanent Disability**

The Board may terminate this contract for reasons of permanent disability or incapacity at any time after the Administrator has exhausted his accumulated sick leave and vacation benefits and either has been absent from his employment for a continuous period of fifty percent (50%) of his work days or presents to the Board upon request a physician's statement certifying that he is permanently disabled or incapacitated, subject to any obligation the Board may have to provide the Administrator an accommodation under the *Americans with Disabilities Act*, as amended. All obligations of the Board shall cease upon written notice of termination for permanent disability or incapacity, provided that the Administrator shall be entitled to a hearing before the Board in closed session if he so requests. Such examination shall be performed by a physician licensed to practice medicine in all its branches, who is selected and paid by the Board. The physician shall prepare a detailed report of the state of the Administrator's physical and/or mental health and submit it to the Board of Education.

**2. Discharge for Cause**

Discharge for cause shall be for any conduct, act, or failure to act by the Administrator which 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 an opportunity to request a hearing before the Board to discuss such causes. If the Administrator chooses to be accompanied by legal counsel, he/she shall be responsible for any costs involved. The Board hearing shall be conducted in closed session.

**G. NOTICE**

Any notice or communication permitted or required under this Agreement shall be in writing and shall become effective on the day of mailing thereof by first class mail or certified mail, postage prepaid, addressed:

- (a) ***If to the Board:*** Board of Education  
Herscher CUSD No. 2  
501 North Main Street - P.O. Box 504  
Herscher, IL 60941
- (b) ***If to the Administrator:*** *Kyle Boudreau*  
*1319 Mill Pond Rd*  
*Bourbonnais, IL 60914*

**H. APPLICABLE LAW**

This Agreement shall be interpreted in accordance with the laws of the State of Illinois. If any portion of this Agreement is determined to be illegal or unenforceable by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect.

**I. COMPLETE AGREEMENT**

This Agreement contains all the terms agreed upon by the parties with respect to the subject matter of the Agreement and supersedes all prior agreements, arrangements, and communications between the parties concerning such subject matter whether oral or written.

**J. COUNTERPARTS**

This Agreement may be executed in one or more counterparts, each of which shall be considered an original, and all or which taken together shall be considered the same instrument.

**IN WITNESS WHEREOF**, the parties have executed this Agreement this 13<sup>th</sup> day of January 2025.

**HHS ASSISTANT PRINCIPAL**

**BOARD OF EDUCATION, HERSCHER  
CUSD#2, KANKAKEE COUNTY, ILLINOIS**

\_\_\_\_\_  
*Kyle Boudreau*

**By:**

\_\_\_\_\_  
*President*

**ATTEST:**

\_\_\_\_\_  
*Secretary*

# ADMINISTRATOR'S EMPLOYMENT CONTRACT

AGREEMENT made this 13<sup>th</sup> day of January 2024, between the **BOARD OF EDUCATION OF HERSCHER COMMUNITY UNIT SCHOOL DISTRICT NO. 2, KANKAKEE COUNTY, ILLINOIS**, hereinafter referred to as the "Board," and *Michelle Chavers*, hereinafter referred to as the "Administrator."

## WITNESSETH:

### A. EMPLOYMENT AND COMPENSATION

#### 1. Contract Duration and Annual Salary

The Board hereby employs the Administrator as a *Building Principal* for the fiscal year, commencing **July 1, 2025**, and terminating on **June 30, 2026**, with such responsibilities and duties in that connection as may be fixed by the Board in this contract and in its policies, rules and regulations. The Board shall pay to the Administrator an annual salary of *One Hundred Forty-four Thousand, Three Hundred Four Dollars & 90/100 (\$144,304.90)* during the term of this contract, in equal installments in accordance with the rules of the Board governing payments of other certificated, professional staff members in the District. The Administrator hereby accepts employment upon the terms and conditions hereinafter set forth.

#### 2. TRS / THIS Contributions

In addition to the annual salary stated in paragraph A.1 of this contract, the Board shall make a contribution on behalf of the Administrator to the State of Illinois Teachers' Retirement System (TRS) in the amount of 9% or less (per ILCS) of the Administrator's creditable earnings in satisfaction of the Administrator's required contribution to TRS. In addition, the Board shall pay the Administrator's required contribution to TRS for Teacher Retirees' Health Insurance ["THIS"]. It is the intention of the parties to qualify all such payments paid by the Board on the Administrator's behalf as employer payments pursuant to Section 414(h) of the *Internal Revenue Code of 1986*, as amended. The Administrator does not have any right or claim to said amounts except as they may become available at the time of retirement or resignation from the State of Illinois Teachers' Retirement System. 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 State of Illinois Teachers' Retirement System, and that such contributions are made as a condition of employment to secure the Administrator's future services, knowledge and experience.

#### 3. Salary Adjustments

Any salary or other adjustment or modification in the Administrator's compensation or fringe benefits 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, nor as an extension of the termination date of this contract.

#### 4. Certificate

During the term of this contract, the Administrator shall hold a valid and properly registered license issued by the State of Illinois Teachers' Certification Board qualifying her to act in the capacity to which she is assigned as an Administrator in the School District.

### B. BENEFITS

#### 1. Insurance Benefits

The Board will provide the Administrator with the following insurance benefits:

- (a) Family level coverage for hospitalization and medical insurance in a program approved by the Board; and
- (b) Term life insurance, in the amount of Fifty Thousand Dollars (\$50,000).

**2. Sick Leave, Personal Leave, Vacation Days**

The Administrator shall be granted paid sick leave, as defined in Section 24-6 of *The School Code*, of twelve (12) workdays per contract year accumulative to three hundred forty (340) days.

The Administrator shall be granted three (3) paid personal leave days per contract year for personal business. Unused personal leave days shall be credited towards the Administrator's accumulated sick leave.

The Administrator shall receive twenty (20) work days of vacation annually, exclusive of board approved holidays. No more than ten (10) work days may be taken in succession nor shall said vacation days be taken during a period of time when school is in session without the express approval of the Board. A maximum of ten (10) unused vacation days may be carried over from one school year to the next.

The Administrator shall also be entitled to all school holidays as set forth in the school calendar. Christmas and Spring breaks shall constitute as work days and any day not worked during such periods shall be treated as a vacation day. The Administrator may exchange a maximum of five (5) unused accumulated vacation days each year for sick leave except in the final four (4) years of employment preceding retirement. In the final three (3) years preceding retirement, the Administrator shall use all of her vacation days by September 1 of the following year or they shall be forfeited. In the final year before retirement, the Administrator shall be paid for any unused vacation days up to a maximum of five (5) after she has submitted her official letter of retirement to the Illinois Teachers Retirement System and received her final pay check from the Board. Any days of sick vacation leave above the five (5) days hereinbefore set forth shall be lost.

**3. Professional Dues**

The Board shall pay on behalf of the Administrator the annual membership dues to the Illinois Principal's Association.

**4. Deferred Compensation Plan/Annuity Policy**

From the annual salary stated in paragraph A.1 of this Agreement, the Administrator 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 Administrator as described in Section 403(b) of the Internal Revenue Code, provided that any amounts deferred under a Section 457 eligible deferred compensation plan will serve to reduce the maximum amount which can be tax sheltered through a Section 403(b) annuity.

**5. Other Benefits**

(a) The Administrator shall be allowed such other privileges, leaves, and fringe benefits not specifically enumerated herein but applicable to other full-time certificated personnel, provided the Administrator satisfies any eligibility criteria for such fringe benefits.

(b) The Board shall reimburse the Administrator for reasonable monthly expenses incurred in the performance of her duties. Itemization shall be made of all expenses incurred and receipts shall be submitted to the Superintendent for review and approval.

(c) The Board shall reimburse the Administrator Fifty Dollars (\$50.00) monthly for cellular phone expenses incurred. The Administrator will turn in a copy of their cellular phone bill to accounts payable for reimbursement at the next board meeting.

**C. DUTIES AND CALENDAR**

**1. Duties**

The duties and responsibilities of the Administrator shall be those duties set forth in the Administrator's job description, those obligations imposed by the laws of the State of

Illinois, all such other professional duties as may be assigned by the Superintendent, and such other duties as required by applicable Board policies and rules.

The Administrator agrees to devote his best efforts to the educational program of the School District and shall not perform any work outside of the duties and responsibilities of the position for which he/she is employed. Only with the prior approval of the Superintendent and the Board of Education may he/she undertake consultative work, speaking engagements or other professional duties and obligations.

2. **Normal Work Year**

The normal work year for the Administrator shall be *Two Hundred Sixty (260) days* between July 1 and June 30 annually which will include all student attendance days and teacher work days. The Administrator shall not be entitled to any additional paid days unless specifically required to work beyond the Two Hundred Sixty (260) day contract by the Superintendent or the Board.

E. **EVALUATION**

1. **Written Evaluation**

The Superintendent in consultation with the Board shall review and assess the Administrator's performance on or before March 1 of each year. The Administrator shall be formally evaluated in writing annually by the Superintendent on or before March 1 of each year. The evaluation shall include a description of the Administrator's duties and responsibilities and the standards to which the Administrator is to perform. It shall consider the Administrator's specific duties, responsibilities, management and competence as an Administrator; specify the Administrator's strengths and weaknesses with supporting reasons; align with research-based standards established by the Illinois State Board of Education and use data and indicators on student growth as a significant factor in rating performance. The evaluation shall also consist of a review of the Administrator's progress toward meeting established professional, student performance and academic goals set forth in Appendix A and a review of the Administrator's leadership and management performance relative to his/her current assignment. The written evaluation shall be signed by both the Superintendent and the Administrator. The Administrator may respond to the evaluation in writing and such response shall be attached to and included in the Administrator's personnel file.

2. **Periodic Assessments**

The Superintendent will meet with the Administrator periodically throughout the year to review and discuss the Administrator's performance and effectiveness in achieving the performance and professional goals established in cooperation with the Superintendent at the beginning of each term, the Administrator's assigned duties in accordance with the performance standards established for the position and to review progress toward meeting the Administrator's student performance and academic improvement goals listed in Appendix A.

3. **Extension/Termination of Contract**

The Board shall make a determination regarding the re-employment and assignment of the Administrator no later than 45 days before the end of the contract term. If the Board determines not to re-employ the Administrator or to reassign the Administrator, such decision shall be provided in writing to the Administrator at least forty-five (45) days before the end of the contract term.

This Agreement does not constitute an obligation, either written or implied, for re-employment beyond the term set forth herein.

F. **TERMINATION**

This employment contract may be terminated by:

- (a) Mutual agreement;
- (b) Permanent disability;
- (c) Discharge for cause;

- (d) Retirement; or
- (e) Resignation, provided, however, the Administrator shall provide the Board at least ninety (90) days advance written notice of the resignation.

**1. Permanent Disability**

The Board may terminate this contract for reasons of permanent disability or incapacity at any time after the Administrator has exhausted her accumulated sick leave and vacation benefits and either has been absent from her employment for a continuous period of fifty percent (50%) of her work days or presents to the Board upon request a physician's statement certifying that she is permanently disabled or incapacitated, subject to any obligation the Board may have to provide the Administrator an accommodation under the *Americans with Disabilities Act*, as amended. All obligations of the Board shall cease upon written notice of termination for permanent disability or incapacity, provided that the Administrator shall be entitled to a hearing before the Board in closed session if she so requests. Such examination shall be performed by a physician licensed to practice medicine in all its branches, who is selected and paid by the Board. The physician shall prepare a detailed report of the state of the Administrator's physical and/or mental health and submit it to the Board of Education.

**2. Discharge for Cause**

Discharge for cause shall be for any conduct, act, or failure to act by the Administrator which 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 an opportunity to request a hearing before the Board to discuss such causes. If the Administrator chooses to be accompanied by legal counsel, she shall be responsible for any costs involved. The Board hearing shall be conducted in closed session.

**G. NOTICE**

Any notice or communication permitted or required under this Agreement shall be in writing and shall become effective on the day of mailing thereof by first class mail or certified mail, postage prepaid, addressed:

(a) ***If to the Board:*** Board of Education, Herscher CUSD No. 2  
501 North Main Street - P.O. Box 504  
Herscher, Illinois 60941

(b) ***If to the  
Administrator:*** ***Michelle Chavers  
2041 Bluff Rd South  
Kankakee IL 60901***

**H. APPLICABLE LAW**

This Agreement shall be interpreted in accordance with the laws of the State of Illinois. If any portion of this Agreement is determined to be illegal or unenforceable by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect.

**I. COMPLETE AGREEMENT**

This Agreement contains all the terms agreed upon by the parties with respect to the subject matter of the Agreement and supersedes all prior agreements, arrangements, and communications between the parties concerning such subject matter whether oral or written.

**J. COUNTERPARTS**

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 the same instrument.

**IN WITNESS WHEREOF**, the parties have executed this Agreement this 13<sup>th</sup> day of January 2024.

**LMS PRINCIPAL**

**BOARD OF EDUCATION, HERSCHER CUSD2  
KANKAKEE COUNTY, ILLINOIS**

\_\_\_\_\_  
*Michelle Chavers*

**By:** \_\_\_\_\_  
*President*

**ATTEST:**

\_\_\_\_\_  
*Secretary*

# ADMINISTRATOR'S EMPLOYMENT CONTRACT

AGREEMENT made this 13<sup>th</sup> day of January 2025, between the **BOARD OF EDUCATION OF HERSCHER COMMUNITY UNIT SCHOOL DISTRICT NO. 2, KANKAKEE COUNTY, ILLINOIS**, hereinafter referred to as the "Board," and **Brad Elliot**, hereinafter referred to as the "Administrator."

## WITNESSETH:

### A. EMPLOYMENT AND COMPENSATION

#### 1. Contract Duration and Annual Salary

The Board hereby employs the Administrator as a ***Building Principal*** for the fiscal year, commencing **July 1, 2025**, and terminating on **June 30, 2026**, with such responsibilities and duties in that connection as may be fixed by the Board in this contract and in its policies, rules and regulations. The Board shall pay to the Administrator an annual salary of ***One Hundred and Seven Thousand Eight Hundred and Thirty-Seven Dollars & 79/100 (\$107,837.79)*** during the term of this contract, in equal installments in accordance with the rules of the Board governing payments of other certificated, professional staff members in the District. The Administrator hereby accepts employment upon the terms and conditions hereinafter set forth.

#### 2. TRS / THIS Contributions

In addition to the annual salary stated in paragraph A.1 of this contract, the Board shall make a contribution on behalf of the Administrator to the State of Illinois Teachers' Retirement System (TRS) in the amount of 9.4% or less (per ILCS) of the Administrator's creditable earnings in satisfaction of the Administrator's required contribution to TRS. In addition, the Board shall pay the Administrator's required contribution to TRS for Teacher Retirees' Health Insurance ["THIS"]. It is the intention of the parties to qualify all such payments paid by the Board on the Administrator's behalf as employer payments pursuant to Section 414(h) of the *Internal Revenue Code of 1986*, as amended. The Administrator does not have any right or claim to said amounts except as they may become available at the time of retirement or resignation from the State of Illinois Teachers' Retirement System. 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 State of Illinois Teachers' Retirement System, and that such contributions are made as a condition of employment to secure the Administrator's future services, knowledge and experience.

#### 3. Salary Adjustments

Any salary or other adjustment or modification in the Administrator's compensation or fringe benefits 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, nor as an extension of the termination date of this contract.

#### 4. Certificate

During the term of this contract, the Administrator shall hold a valid and properly registered license issued by the State of Illinois Teachers' Certification Board qualifying him to act in the capacity to which he is assigned as an Administrator in the School District.

### B. BENEFITS

#### 1. Insurance Benefits

The Board will provide the Administrator with the following insurance benefits:

- (a) Family level coverage for hospitalization and medical insurance in a program approved by the Board; and
- (b) Term life insurance, in the amount of Fifty Thousand Dollars (\$50,000).

2. **Sick Leave, Personal Leave, Vacation Days**

The Administrator shall be granted paid sick leave, as defined in Section 24-6 of *The School Code*, of twelve (12) workdays per contract year accumulative to three hundred forty (340) days.

The Administrator shall be granted three (3) paid personal leave days per contract year for personal business. Unused personal leave days shall be credited towards the Administrator's accumulated sick leave.

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The Administrator shall also be entitled to all school holidays as set forth in the school calendar. Christmas and Spring breaks shall constitute as work days and any day not worked during such periods shall be treated as a vacation day. The Administrator may exchange a maximum of five (5) unused accumulated vacation days each year for sick leave except in the final four (4) years of employment preceding retirement. In the final three (3) years preceding retirement, the Administrator shall use all of her vacation days by September 1 of the following year or they shall be forfeited. In the final year before retirement, the Administrator shall be paid for any unused vacation days up to a maximum of five (5) after she has submitted her official letter of retirement to the Illinois Teachers Retirement System and received her final pay check from the Board. Any days of sick vacation leave above the five (5) days hereinbefore set forth shall be lost.

3. **Professional Dues**

The Board shall pay on behalf of the Administrator the annual membership dues to the Illinois Principal's Association.

4. **Deferred Compensation Plan/Annuity Policy**

From the annual salary stated in paragraph A.1 of this Agreement, the Administrator 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 Administrator as described in Section 403(b) of the Internal Revenue Code, provided that any amounts deferred under a Section 457 eligible deferred compensation plan will serve to reduce the maximum amount which can be tax sheltered through a Section 403(b) annuity.

5. **Other Benefits**

(a) The Administrator shall be allowed such other privileges, leaves, and fringe benefits not specifically enumerated herein but applicable to other full-time certificated personnel, provided the Administrator satisfies any eligibility criteria for such fringe benefits.

(b) The Board shall reimburse the Administrator for reasonable monthly expenses incurred in the performance of his duties. Itemization shall be made of all expenses incurred and receipts shall be submitted to the Superintendent for review and approval.

(c) The Board shall reimburse the Administrator Fifty Dollars (\$50.00) monthly for cellular phone expenses incurred. The Administrator will turn in a copy of their cellular phone bill to accounts payable for reimbursement at the next board meeting.

C. **DUTIES AND CALENDAR**

1. **Duties**

The duties and responsibilities of the Administrator shall be those duties set forth in the Administrator's job description, those obligations imposed by the laws of the State of

Illinois, all such other professional duties as may be assigned by the Superintendent, and such other duties as required by applicable Board policies and rules.

The Administrator agrees to devote his best efforts to the educational program of the School District and shall not perform any work outside of the duties and responsibilities of the position for which he/she is employed. Only with the prior approval of the Superintendent and the Board of Education may he/she undertake consultative work, speaking engagements or other professional duties and obligations.

2. **Normal Work Year**

The normal work year for the Administrator shall be *Two Hundred Sixty (260) days* between July 1 and June 30 annually which will include all student attendance days and teacher work days. The Administrator shall not be entitled to any additional paid days unless specifically required to work beyond the Two Hundred Sixty (260) day contract by the Superintendent or the Board.

E. **EVALUATION**

1. **Written Evaluation**

The Superintendent in consultation with the Board shall review and assess the Administrator's performance on or before March 1 of each year. The Administrator shall be formally evaluated in writing annually by the Superintendent on or before March 1 of each year. The evaluation shall include a description of the Administrator's duties and responsibilities and the standards to which the Administrator is to perform. It shall consider the Administrator's specific duties, responsibilities, management and competence as an Administrator; specify the Administrator's strengths and weaknesses with supporting reasons; align with research based standards established by the Illinois State Board of Education and use data and indicators on student growth as a significant factor in rating performance. The evaluation shall also consist of a review of the Administrator's progress toward meeting established professional, student performance and academic goals set forth in Appendix A and a review of the Administrator's leadership and management performance relative to his/her current assignment. The written evaluation shall be signed by both the Superintendent and the Administrator. The Administrator may respond to the evaluation in writing and such response shall be attached to and included in the Administrator's personnel file.

2. **Periodic Assessments**

The Superintendent will meet with the Administrator periodically throughout the year to review and discuss the Administrator's performance and effectiveness in achieving the performance and professional goals established in cooperation with the Superintendent at the beginning of each term, the Administrator's assigned duties in accordance with the performance standards established for the position and to review progress toward meeting the Administrator's student performance and academic improvement goals listed in Appendix A.

3. **Extension/Termination of Contract**

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This Agreement does not constitute an obligation, either written or implied, for re-employment beyond the term set forth herein.

F. **TERMINATION**

This employment contract may be terminated by:

- (a) Mutual agreement;

- (b) Permanent disability;
- (c) Discharge for cause;
- (d) Retirement; or
- (e) Resignation, provided, however, the Administrator shall provide the Board at least ninety (90) days advance written notice of the resignation.

**1. Permanent Disability**

The Board may terminate this contract for reasons of permanent disability or incapacity at any time after the Administrator has exhausted his accumulated sick leave and vacation benefits and either has been absent from his employment for a continuous period of fifty percent (50%) of his work days or presents to the Board upon request a physician's statement certifying that he is permanently disabled or incapacitated, subject to any obligation the Board may have to provide the Administrator an accommodation under the *Americans with Disabilities Act*, as amended. All obligations of the Board shall cease upon written notice of termination for permanent disability or incapacity, provided that the Administrator shall be entitled to a hearing before the Board in closed session if he so requests. Such examination shall be performed by a physician licensed to practice medicine in all its branches, who is selected and paid by the Board. The physician shall prepare a detailed report of the state of the Administrator's physical and/or mental health and submit it to the Board of Education.

**2. Discharge for Cause**

Discharge for cause shall be for any conduct, act, or failure to act by the Administrator which 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 an opportunity to request a hearing before the Board to discuss such causes. If the Administrator chooses to be accompanied by legal counsel, he shall be responsible for any costs involved. The Board hearing shall be conducted in closed session.

**G. NOTICE**

Any notice or communication permitted or required under this Agreement shall be in writing and shall become effective on the day of mailing thereof by first class mail or certified mail, postage prepaid, addressed:

(a) ***If to the Board:*** Board of Education, Herscher CUSD # 2  
501 North Main Street - P.O. Box 504  
Herscher, Illinois 60941

(b) ***If to the Administrator:*** Brad Elliot  
2000B N Springview Dr  
Kankakee IL 60901

**H. APPLICABLE LAW**

This Agreement shall be interpreted in accordance with the laws of the State of Illinois. If any portion of this Agreement is determined to be illegal or unenforceable by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect.

**I. COMPLETE AGREEMENT**

This Agreement contains all the terms agreed upon by the parties with respect to the subject matter of the Agreement and supersedes all prior agreements, arrangements, and communications between the parties concerning such subject matter whether oral or written.

**J. COUNTERPARTS**

This Agreement may be executed in one or more counterparts, each of which shall be considered an original, and all or which taken together shall be considered the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement this 13<sup>th</sup> day January 2025.

HHS PRINCIPAL

BOARD OF EDUCATION, HERSCHER CUSD  
#2, KANKAKEE COUNTY, ILLINOIS

\_\_\_\_\_  
*Brad Elliot*

By: \_\_\_\_\_  
*President*

ATTEST:

\_\_\_\_\_  
*Secretary*

## ADMINISTRATOR'S EMPLOYMENT CONTRACT

AGREEMENT made this 13<sup>th</sup> day of January 2025, between the **BOARD OF EDUCATION OF HERSCHER COMMUNITY UNIT SCHOOL DISTRICT NO. 2, KANKAKEE COUNTY, ILLINOIS**, hereinafter referred to as the "Board," and **Brett Miller**, hereinafter referred to as the "Administrator."

### WITNESSETH:

#### **A. EMPLOYMENT AND COMPENSATION**

##### **1. Contract Duration and Annual Salary**

The Board hereby employs the Administrator as a *Building Principal* for the fiscal year, commencing **July 1, 2025** and terminating on **June 30, 2026**, with such responsibilities and duties in that connection as may be fixed by the Board in this contract and in its policies, rules and regulations. The Board shall pay to the Administrator an annual salary of **One Hundred Sixteen Thousand Eight Hundred Nineteen Dollars & 40/100 (\$116,819.40)** during the term of this contract, in equal installments in accordance with the rules of the Board governing payments of other certificated, professional staff members in the District. The Administrator hereby accepts employment upon the terms and conditions hereinafter set forth.

##### **2. TRS / THIS Contributions**

In addition to the annual salary stated in paragraph A.1 of this contract, the Board shall make a contribution on behalf of the Administrator to the State of Illinois Teachers' Retirement System (TRS) in the amount of 9.4% or less (per ILCS) of the Administrator's creditable earnings in satisfaction of the Administrator's required contribution to TRS. In addition, the Board shall pay the Administrator's required contribution to TRS for Teacher Retirees' Health Insurance ["THIS"]. It is the intention of the parties to qualify all such payments paid by the Board on the Administrator's behalf as employer payments pursuant to Section 414(h) of the *Internal Revenue Code of 1986*, as amended. The Administrator does not have any right or claim to said amounts except as they may become available at the time of retirement or resignation from the State of Illinois Teachers' Retirement System. 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 State of Illinois Teachers' Retirement System, and that such contributions are made as a condition of employment to secure the Administrator's future services, knowledge and experience.

##### **3. Salary Adjustments**

Any salary or other adjustment or modification in the Administrator's compensation or fringe benefits 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, nor as an extension of the termination date of this contract.

##### **4. Certificate**

During the term of this contract, the Administrator shall hold a valid and properly registered license issued by the State of Illinois Teachers' Certification Board qualifying him to act in the capacity to which he is assigned as an Administrator in the School District.

#### **B. BENEFITS**

##### **1. Insurance Benefits**

The Board will provide the Administrator with the following insurance benefits:

- (a) Family level coverage hospitalization and medical insurance in a program approved by the Board; and
- (b) Term life insurance, in the amount of Fifty Thousand Dollars (\$50,000).

2. **Sick Leave, Personal Leave, Vacation Days**

The Administrator shall be granted paid sick leave, as defined in Section 24-6 of *The School Code*, of twelve (12) workdays per contract year accumulative to three hundred forty (340) days.

The Administrator shall be granted three (3) paid personal leave days per contract year for personal business. Unused personal leave days shall be credited towards the Administrator's accumulated sick leave.

The Administrator shall receive twenty (20) work days of vacation annually, exclusive of legal holidays. No more than ten (10) work days may be taken in succession nor shall said vacation days be taken during a period of time when school is in session without the express approval of the Board. A maximum of ten (10) unused vacation days may be carried over from one school year to the next.

The Administrator shall also be entitled to all school holidays as set forth in the school calendar. Christmas and Spring breaks shall constitute as work days and any day not worked during such periods shall be treated as a vacation day. The Administrator may exchange a maximum of five (5) unused accumulated vacation days each year for sick leave except in the final four (4) years of employment preceding retirement. In the final three (3) years preceding retirement, the Administrator shall use all of his vacation days by September 1 of the following year or they shall be forfeited. In the final year before retirement, the Administrator shall be paid for any unused vacation days up to a maximum of five (5) after he has submitted his official letter of retirement to the Illinois Teachers Retirement System and received his final pay check from the Board. Any days of sick vacation leave above the five (5) days hereinbefore set forth shall be lost.

3. **Professional Dues**

The Board shall pay on behalf of the Administrator the annual membership dues to the Illinois Principal's Association.

4. **Deferred Compensation Plan/Annuity Policy**

From the annual salary stated in paragraph A.1 of this Agreement, the Administrator 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 Administrator as described in Section 403(b) of the Internal Revenue Code, provided that any amounts deferred under a Section 457 eligible deferred compensation plan will serve to reduce the maximum amount which can be tax sheltered through a Section 403(b) annuity.

5. **Other Benefits**

(a) The Administrator shall be allowed such other privileges, leaves, and fringe benefits not specifically enumerated herein but applicable to other full-time certificated personnel, provided the Administrator satisfies any eligibility criteria for such fringe benefits.

(b) The Board shall reimburse the Administrator for reasonable monthly expenses incurred in the performance of his/her duties. Itemization shall be made of all expenses incurred and receipts shall be submitted to the Superintendent for review and approval.

(c) The Board shall reimburse the Administrator Fifty Dollars (\$50.00) monthly for cellular phone expenses incurred. The Administrator will turn in a copy of their cellular phone bill to accounts payable for reimbursement at the next board meeting.

C. **DUTIES AND CALENDAR**

1. **Duties**

The duties and responsibilities of the Administrator shall be those duties set forth in the Administrator's job description, those obligations imposed by the laws of the State of

Illinois, all such other professional duties as may be assigned by the Superintendent, and such other duties as required by applicable Board policies and rules.

The Administrator agrees to devote his best efforts to the educational program of the School District and shall not perform any work outside of the duties and responsibilities of the position for which he is employed. Only with the prior approval of the Superintendent and the Board of Education may he undertake consultative work, speaking engagements or other professional duties and obligations.

2. **Normal Work Year**

The normal work year for the Administrator shall be *Two Hundred Sixty (260)* days between July 1 and June 30 annually which will include all student attendance days and teacher work days. The Administrator shall not be entitled to any additional paid days unless specifically required to work beyond the Two Hundred Sixty (260) day contract by the Superintendent or the Board.

E. **EVALUATION**

1. **Written Evaluation**

The Superintendent in consultation with the Board shall review and assess the Administrator's performance on or before March 1 of each year. The Administrator shall be formally evaluated in writing annually by the Superintendent on or before March 1 of each year. The evaluation shall include a description of the Administrator's duties and responsibilities and the standards to which the Administrator is to perform. It shall consider the Administrator's specific duties, responsibilities, management and competence as an Administrator; specify the Administrator's strengths and weaknesses with supporting reasons; align with research-based standards established by the Illinois State Board of Education and use data and indicators on student growth as a significant factor in rating performance. The evaluation shall also consist of a review of the Administrator's progress toward meeting established professional, student performance and academic goals set forth in Appendix A and a review of the Administrator's leadership and management performance relative to his current assignment. The written evaluation shall be signed by both the Superintendent and the Administrator. The Administrator may respond to the evaluation in writing and such response shall be attached to and included in the Administrator's personnel file.

2. **Periodic Assessments**

The Superintendent will meet with the Administrator periodically throughout the year to review and discuss the Administrator's performance and effectiveness in achieving the performance and professional goals established in cooperation with the Superintendent at the beginning of each term, the Administrator's assigned duties in accordance with the performance standards established for the position and to review progress toward meeting the Administrator's student performance and academic improvement goals listed in Appendix A.

3. **Extension/Termination of Contract**

The Board shall make a determination regarding the re-employment and assignment of the Administrator no later than 45 days before the end of the contract term. If the Board determines not to re-employ the Administrator or to reassign the Administrator, such decision shall be provided in writing to the Administrator at least forty-five (45) days before the end of the contract term.

This Agreement does not constitute an obligation, either written or implied, for re-employment beyond the term set forth herein.

F. **TERMINATION**

This employment contract may be terminated by:

- (a) Mutual agreement;
- (b) Permanent disability;
- (c) Discharge for cause;
- (d) Retirement; or

- (e) Resignation, provided, however, the Administrator shall provide the Board at least ninety (90) days advance written notice of the resignation.

**1. Permanent Disability**

The Board may terminate this contract for reasons of permanent disability or incapacity at any time after the Administrator has exhausted his accumulated sick leave and vacation benefits and either has been absent from his employment for a continuous period of fifty percent (50%) of his work days or presents to the Board upon request a physician's statement certifying that he is permanently disabled or incapacitated, subject to any obligation the Board may have to provide the Administrator an accommodation under the *Americans with Disabilities Act*, as amended. All obligations of the Board shall cease upon written notice of termination for permanent disability or incapacity, provided that the Administrator shall be entitled to a hearing before the Board in closed session if he so requests. Such examination shall be performed by a physician licensed to practice medicine in all its branches, who is selected and paid by the Board. The physician shall prepare a detailed report of the state of the Administrator's physical and/or mental health and submit it to the Board of Education.

**2. Discharge for Cause**

Discharge for cause shall be for any conduct, act, or failure to act by the Administrator which 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 an opportunity to request a hearing before the Board to discuss such causes. If the Administrator chooses to be accompanied by legal counsel, he shall be responsible for any costs involved. The Board hearing shall be conducted in closed session.

**G. NOTICE**

Any notice or communication permitted or required under this Agreement shall be in writing and shall become effective on the day of mailing thereof by first class mail or certified mail, postage prepaid, addressed:

- (a) ***If to the Board:*** Board of Education, Herscher CUSD #2  
501 North Main Street - P.O. Box 504  
Herscher, Illinois 60941
- (b) ***If to the Administrator:*** Brett Miller  
4381 Main St (Irwin)  
Kankakee IL 60901

**H. APPLICABLE LAW**

This Agreement shall be interpreted in accordance with the laws of the State of Illinois. If any portion of this Agreement is determined to be illegal or unenforceable by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect.

**I. COMPLETE AGREEMENT**

This Agreement contains all the terms agreed upon by the parties with respect to the subject matter of the Agreement and supersedes all prior agreements, arrangements, and communications between the parties concerning such subject matter whether oral or written.

**J. COUNTERPARTS**

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 the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement this 13<sup>th</sup> day of January 2025.

**HIS PRINCIPAL**

**BOARD OF EDUCATION, HERSCHER CUSD#2  
KANKAKEE COUNTY, ILLINOIS**

\_\_\_\_\_  
**Brett Miller**

By: \_\_\_\_\_

**President**

ATTEST:

\_\_\_\_\_  
**Secretary**

## ADMINISTRATOR'S EMPLOYMENT CONTRACT

AGREEMENT made this 13<sup>th</sup> day of January 2025, between the **BOARD OF EDUCATION OF HERSCHER COMMUNITY UNIT SCHOOL DISTRICT NO. 2, KANKAKEE COUNTY, ILLINOIS**, hereinafter referred to as the "Board," and *Mark Taylor*, hereinafter referred to as the "Administrator."

### WITNESSETH:

#### **A. EMPLOYMENT AND COMPENSATION**

##### **1. Contract Duration and Annual Salary**

The Board hereby employs the Administrator as *Assistant Principal* for the fiscal year, commencing **July 1, 2025** and terminating on **June 30, 2026**, with such responsibilities and duties in that connection as may be fixed by the Board in this contract and in its policies, rules and regulations. The Board shall pay to the Administrator an annual salary of *One Hundred Six Thousand, One Hundred Sixty-One Dollars & 65/100 (\$106,161.65)* during the term of this contract, in equal installments in accordance with the rules of the Board governing payments of other certificated, professional staff members in the District. The Administrator hereby accepts employment upon the terms and conditions hereinafter set forth.

##### **2. TRS / THIS Contributions**

In addition to the annual salary stated in paragraph A.1 of this contract, the Board shall make a contribution on behalf of the Administrator to the State of Illinois Teachers' Retirement System (TRS) in the amount of 9.4% or less (per ILCS) of the Administrator's creditable earnings in satisfaction of the Administrator's required contribution to TRS. In addition, the Board shall pay the Administrator's required contribution to TRS for Teacher Retirees' Health Insurance ["THIS"]. It is the intention of the parties to qualify all such payments paid by the Board on the Administrator's behalf as employer payments pursuant to Section 414(h) of the *Internal Revenue Code of 1986*, as amended. The Administrator does not have any right or claim to said amounts except as they may become available at the time of retirement or resignation from the State of Illinois Teachers' Retirement System. 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 State of Illinois Teachers' Retirement System, and that such contributions are made as a condition of employment to secure the Administrator's future services, knowledge and experience.

##### **3. Salary Adjustments**

Any salary or other adjustment or modification in the Administrator's compensation or fringe benefits 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, nor as an extension of the termination date of this contract.

##### **4. Certificate**

During the term of this contract, the Administrator shall hold a valid and properly registered license issued by the State of Illinois Teachers' Certification Board qualifying him to act in the capacity to which he is assigned as an Administrator in the School District.

#### **B. BENEFITS**

##### **1. Insurance Benefits**

The Board will provide the Administrator with the following insurance benefits:

- (a) Family level coverage for hospitalization and medical insurance in a program approved by the Board; and

(b) Term life insurance, in the amount of Fifty Thousand Dollars (\$50,000).

2. **Sick Leave and Personal Leave**

The Administrator shall be granted paid sick leave, as defined in Section 24-6 of *The School Code*, of twelve (12) workdays per contract year accumulative to three hundred forty (340) days.

The Administrator shall be granted three (3) paid personal leave days per contract year for personal business. Unused personal leave days shall be credited towards the Administrator's accumulated sick leave.

3. **Professional Dues**

The Board shall pay on behalf of the Administrator the annual membership dues to the Illinois Principal's Association.

4. **Deferred Compensation Plan/Annuity Policy**

From the annual salary stated in paragraph A.1 of this Agreement, the Administrator 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 Administrator as described in Section 403(b) of the Internal Revenue Code, provided that any amounts deferred under a Section 457 eligible deferred compensation plan will serve to reduce the maximum amount which can be tax sheltered through a Section 403(b) annuity.

5. **Other Benefits**

(a) The Administrator shall be allowed such other privileges, leaves, and fringe benefits not specifically enumerated herein but applicable to other full-time certificated personnel, provided the Administrator satisfies any eligibility criteria for such fringe benefits.

(b) The Board shall reimburse the Administrator for reasonable monthly expenses incurred in the performance of his duties. Itemization shall be made of all expenses incurred and receipts shall be submitted to the Superintendent for review and approval.

(c) The Board shall reimburse the Administrator Fifty Dollars (\$50.00) monthly for cellular phone expenses incurred. The Administrator will turn in a copy of their cellular phone bill to accounts payable for reimbursement at the next board meeting.

C. **DUTIES AND CALENDAR**

1. **Duties**

The duties and responsibilities of the Administrator shall be those duties set forth in the Administrator's job description, those obligations imposed by the laws of the State of Illinois, all such other professional duties as may be assigned by the Superintendent, and such other duties as required by applicable Board policies and rules.

The Administrator agrees to devote his best efforts to the educational program of the School District and shall not perform any work outside of the duties and responsibilities of the position for which he is employed. Only with the prior approval of the Superintendent and the Board of Education may he undertake consultative work, speaking engagements or other professional duties and obligations.

2. **Normal Work Year**

The normal work year for the Administrator shall be *Two Hundred Ten (210)* days between July 1 and June 30 annually which will include all student attendance days and teacher work days. The Administrator shall not be entitled to any additional paid days

unless specifically required to work beyond the Two Hundred Ten (210) day contract by the Superintendent or the Board.

**E. EVALUATION**

**1. Written Evaluation**

The Superintendent in consultation with the Board shall review and assess the Administrator's performance on or before February 1 of each year. The Administrator shall be formally evaluated in writing annually by the Superintendent on or before February 1 of each year. The evaluation shall include a description of the Administrator's duties and responsibilities and the standards to which the Administrator is to perform. It shall consider the Administrator's specific duties, responsibilities, management and competence as an Administrator; specify the Administrator's strengths and weaknesses with supporting reasons; align with research-based standards established by the Illinois State Board of Education and use data and indicators on student growth as a significant factor in rating performance. The evaluation shall also consist of a review of the Administrator's progress toward meeting established professional, student performance and academic goals set forth in Appendix A and a review of the Administrator's leadership and management performance relative to his current assignment. The written evaluation shall be signed by both the Superintendent and the Administrator. The Administrator may respond to the evaluation in writing and such response shall be attached to and included in the Administrator's personnel file.

**2. Periodic Assessments**

The Superintendent will meet with the Administrator periodically throughout the year to review and discuss the Administrator's performance and effectiveness in achieving the performance and professional goals established in cooperation with the Superintendent at the beginning of each term, the Administrator's assigned duties in accordance with the performance standards established for the position and to review progress toward meeting the Administrator's student performance and academic improvement goals listed in Appendix A.

**3. Extension/Termination of Contract**

The Board shall make a determination regarding the re-employment and assignment of the Administrator no later than February 1. If the Board determines not to re-employ the Administrator or to reassign the Administrator, such decision shall be provided in writing to the Administrator no later than February 1.

This Agreement does not constitute an obligation, either written or implied, for re-employment beyond the term set forth herein.

**F. TERMINATION**

This employment contract may be terminated by:

- (a) Mutual agreement;
- (b) Permanent disability;
- (c) Discharge for cause;
- (d) Retirement; or
- (e) Resignation, provided, however, the Administrator shall provide the Board at least ninety (90) days advance written notice of the resignation.

**1. Permanent Disability**

The Board may terminate this contract for reasons of permanent disability or incapacity at any time after the Administrator has exhausted his accumulated sick leave and vacation benefits and either has been absent from his employment for a continuous period of fifty percent (50%) of his work days or presents to the Board upon request a physician's statement certifying that he is permanently disabled or incapacitated, subject to any

obligation the Board may have to provide the Administrator an accommodation under the *Americans with Disabilities Act*, as amended. All obligations of the Board shall cease upon written notice of termination for permanent disability or incapacity, provided that the Administrator shall be entitled to a hearing before the Board in closed session if he so requests. Such examination shall be performed by a physician licensed to practice medicine in all its branches, who is selected and paid by the Board. The physician shall prepare a detailed report of the state of the Administrator's physical and/or mental health and submit it to the Board of Education.

**2. Discharge for Cause**

Discharge for cause shall be for any conduct, act, or failure to act by the Administrator which 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 an opportunity to request a hearing before the Board to discuss such causes. If the Administrator chooses to be accompanied by legal counsel, he/she shall be responsible for any costs involved. The Board hearing shall be conducted in closed session.

**G. NOTICE**

Any notice or communication permitted or required under this Agreement shall be in writing and shall become effective on the day of mailing thereof by first class mail or certified mail, postage prepaid, addressed:

(a) ***If to the Board:*** Board of Education, Herscher CUSD No. 2  
501 North Main Street - P.O. Box 504  
Herscher, IL 60941

(b) ***If to the Administrator:*** *Mark Taylor*  
*2830 Stone Ridge Dr*  
*Kankakee IL 60901*

**H. APPLICABLE LAW**

This Agreement shall be interpreted in accordance with the laws of the State of Illinois. If any portion of this Agreement is determined to be illegal or unenforceable by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect.

**I. COMPLETE AGREEMENT**

This Agreement contains all the terms agreed upon by the parties with respect to the subject matter of the Agreement and supersedes all prior agreements, arrangements, and communications between the parties concerning such subject matter whether oral or written.

**J. COUNTERPARTS**

This Agreement may be executed in one or more counterparts, each of which shall be considered an original, and all or which taken together shall be considered the same instrument.

**IN WITNESS WHEREOF**, the parties have executed this Agreement this 13<sup>th</sup> day of January 2025.

**ASSISTANT PRINCIPAL-LMS**

**BOARD OF EDUCATION, HERSCHER CUSD#2  
KANKAKEE COUNTY, ILLINOIS**

\_\_\_\_\_  
**Mark Taylor**

**By:**

\_\_\_\_\_  
**President**

**ATTEST:**

\_\_\_\_\_  
**Secretary**

# ADMINISTRATOR'S EMPLOYMENT CONTRACT

AGREEMENT made this 13<sup>th</sup> day of January 2025, between the **BOARD OF EDUCATION OF HERSCHER COMMUNITY UNIT SCHOOL DISTRICT NO. 2, KANKAKEE COUNTY, ILLINOIS**, hereinafter referred to as the "Board," and *Molly Wepprecht*, hereinafter referred to as the "Administrator."

WITNESSETH:

## A. EMPLOYMENT AND COMPENSATION

### 1. Contract Duration and Annual Salary

The Board hereby employs the Administrator as *Building Principal* for one year, commencing **July 1, 2025**, and terminating on **June 30, 2026**, with such responsibilities and duties in that connection as may be fixed by the Board in this contract and in its policies, rules and regulations. The Board shall pay to the Administrator an annual salary of *One Hundred Thousand Six Hundred fifty-nine Dollars & 33/100 (\$105,659.33)* during the term of this contract, in equal installments in accordance with the rules of the Board governing payments of other certificated, professional staff members in the District. The Administrator hereby accepts employment upon the terms and conditions hereinafter set forth.

### 2. TRS / THIS Contributions

In addition to the annual salary stated in paragraph A.1 of this contract, the Board shall make a contribution on behalf of the Administrator to the State of Illinois Teachers' Retirement System (TRS) in the amount of 9.4% of the Administrator's creditable earnings in satisfaction of the Administrator's required contribution to TRS. In addition, the Board shall pay the Administrator's required contribution to TRS for Teacher Retirees' Health Insurance ["THIS"]. It is the intention of the parties to qualify all such payments paid by the Board on the Administrator's behalf as employer payments pursuant to Section 414(h) of the *Internal Revenue Code of 1986*, as amended. The Administrator does not have any right or claim to said amounts except as they may become available at the time of retirement or resignation from the State of Illinois Teachers' Retirement System. 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 State of Illinois Teachers' Retirement System, and that such contributions are made as a condition of employment to secure the Administrator's future services, knowledge and experience.

### 3. Salary Adjustments

Any salary or other adjustment or modification in the Administrator's compensation or fringe benefits 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, nor as an extension of the termination date of this contract.

### 4. Certificate

During the term of this contract, the Administrator shall hold a valid and properly registered license issued by the State of Illinois Teachers' Certification Board qualifying her to act in the capacity to which she is assigned as an Administrator in the School District.

## B. BENEFITS

### 1. Insurance Benefits

The Board will provide the Administrator with the following insurance benefits:

- (a) Family level coverage for hospitalization and medical insurance in a program approved by the Board; and

(b) Term life insurance, in the amount of Fifty Thousand Dollars (\$50,000).

**2. Sick Leave, Personal Leave, and Vacation Days**

The Administrator shall be granted paid sick leave, as defined in Section 24-6 of *The School Code*, of twelve (12) workdays per contract year accumulative to three hundred forty (340) days.

The Administrator shall be granted three (3) paid personal leave days per contract year for personal business. Unused personal leave days shall be credited towards the Administrator's accumulated sick leave.

The Administrator shall receive twenty (20) work days of vacation annually, exclusive of board approved holidays. No more than ten (10) work days may be taken in succession nor shall said vacation days be taken during a period of time when school is in session without the express approval of the Board. A maximum of ten (10) unused vacation days may be carried over from one school year to the next.

The Administrator shall also be entitled to all school holidays as set forth in the school calendar. Christmas and Spring breaks shall constitute as work days and any day not worked during such periods shall be treated as a vacation day. The Administrator may exchange a maximum of five (5) unused accumulated vacation days each year for sick leave except in the final four (4) years of employment preceding retirement. In the final three (3) years preceding retirement, the Administrator shall use all of her vacation days by September 1 of the following year or they shall be forfeited. In the final year before retirement, the Administrator shall be paid for any unused vacation days up to a maximum of five (5) after she has submitted her official letter of retirement to the Illinois Teachers Retirement System and received her final pay check from the Board. Any days of sick vacation leave above the five (5) days hereinbefore set forth shall be lost.

**3. Professional Dues**

The Board shall pay on behalf of the Administrator the annual membership dues to the Illinois Principal's Association.

**4. Deferred Compensation Plan/Annuity Policy**

From the annual salary stated in paragraph A.1 of this Agreement, the Administrator 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 Administrator as described in Section 403(b) of the Internal Revenue Code, provided that any amounts deferred under a Section 457 eligible deferred compensation plan will serve to reduce the maximum amount which can be tax sheltered through a Section 403(b) annuity.

**5. Other Benefits**

(a) The Administrator shall be allowed such other privileges, leaves, and fringe benefits not specifically enumerated herein but applicable to other full-time certificated personnel, provided the Administrator satisfies any eligibility criteria for such fringe benefits.

(b) The Board shall reimburse the Administrator for reasonable monthly expenses incurred in the performance of his duties. Itemization shall be made of all expenses incurred and receipts shall be submitted to the Superintendent for review and approval.

(c) The Board shall reimburse the Administrator Fifty Dollar (\$50.00) monthly for cellular phone expenses incurred. The Administrator will turn in a copy of their cellular phone bill to accounts payable for reimbursement at the next board meeting.

C. **DUTIES AND CALENDAR**

1. **Duties**

The duties and responsibilities of the Administrator shall be those duties set forth in the Administrator's job description, those obligations imposed by the laws of the State of Illinois, all such other professional duties as may be assigned by the Superintendent, and such other duties as required by applicable Board policies and rules.

The Administrator agrees to devote her best efforts to the educational program of the School District and shall not perform any work outside of the duties and responsibilities of the position for which she is employed. Only with the prior approval of the Superintendent and the Board of Education may she undertake consultative work, speaking engagements or other professional duties and obligations.

2. **Normal Work Year**

The normal work year for the Administrator shall be *Two Hundred Twenty-Five (225)* days between July 1 and June 30 annually which will include all student attendance days and teacher work days. The Administrator shall not be entitled to any additional paid days unless specifically required to work beyond the Two Hundred Twenty-Five (225) day contract by the Superintendent or the Board.

E. **EVALUATION**

1. **Written Evaluation**

The Superintendent in consultation with the Board shall review and assess the Administrator's performance on or before February 1 of each year. The Administrator shall be formally evaluated in writing annually by the Superintendent on or before February 1 of each year. The evaluation shall include a description of the Administrator's duties and responsibilities and the standards to which the Administrator is to perform. It shall consider the Administrator's specific duties, responsibilities, management and competence as an Administrator; specify the Administrator's strengths and weaknesses with supporting reasons; align with research-based standards established by the Illinois State Board of Education and use data and indicators on student growth as a significant factor in rating performance. The evaluation shall also consist of a review of the Administrator's progress toward meeting established professional, student performance and academic goals set forth in Appendix A and a review of the Administrator's leadership and management performance relative to his current assignment. The written evaluation shall be signed by both the Superintendent and the Administrator. The Administrator may respond to the evaluation in writing and such response shall be attached to and included in the Administrator's personnel file.

2. **Periodic Assessments**

The Superintendent will meet with the Administrator periodically throughout the year to review and discuss the Administrator's performance and effectiveness in achieving the performance and professional goals established in cooperation with the Superintendent at the beginning of each term, the Administrator's assigned duties in accordance with the performance standards established for the position and to review progress toward meeting the Administrator's student performance and academic improvement goals listed in Appendix A.

3. **Extension/Termination of Contract**

The Board shall make a determination regarding the re-employment and assignment of the Administrator no later than February 1. If the Board determines not to re-employ the Administrator or to reassign the Administrator, such decision shall be provided in writing to the Administrator no later than February 1.

This Agreement does not constitute an obligation, either written or implied, for re-employment beyond the term set forth herein.

## **F. TERMINATION**

This employment contract may be terminated by:

- (a) Mutual agreement;
- (b) Permanent disability;
- (c) Discharge for cause;
- (d) Retirement; or
- (e) Resignation, provided, however, the Administrator shall provide the Board at least ninety (90) days advance written notice of the resignation.

### **1. Permanent Disability**

The Board may terminate this contract for reasons of permanent disability or incapacity at any time after the Administrator has exhausted her accumulated sick leave and vacation benefits and either has been absent from her employment for a continuous period of fifty percent (50%) of her work days or presents to the Board upon request a physician's statement certifying that she is permanently disabled or incapacitated, subject to any obligation the Board may have to provide the Administrator an accommodation under the *Americans with Disabilities Act*, as amended. All obligations of the Board shall cease upon written notice of termination for permanent disability or incapacity, provided that the Administrator shall be entitled to a hearing before the Board in closed session if he so requests. Such examination shall be performed by a physician, licensed to practice medicine in all its branches, selected and paid by the Board. The physician shall prepare a detailed report of the state of the Administrator's physical and/or mental health and submit it to the Board of Education.

### **2. Discharge for Cause**

Discharge for cause shall be for any conduct, act, or failure to act by the Administrator which 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 an opportunity to request a hearing before the Board to discuss such causes. If the Administrator chooses to be accompanied by legal counsel, she shall be responsible for any costs involved. The Board hearing shall be conducted in closed session.

## **G. NOTICE**

Any notice or communication permitted or required under this Agreement shall be in writing and shall become effective on the day of mailing thereof by first class mail or certified mail, postage prepaid, addressed:

- (a) ***If to the Board:*** Board of Education, Herscher CUSD #2  
501 North Main Street - P.O. Box 504  
Herscher, Illinois 60941
- (b) ***If to the Administrator:*** *Molly Wepprecht*  
*2073-A N 15000 W Rd*  
*Essex IL 60935*

## **H. APPLICABLE LAW**

This Agreement shall be interpreted in accordance with the laws of the State of Illinois. If any portion of this Agreement is determined to be illegal or unenforceable by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect.

## **I. COMPLETE AGREEMENT**

This Agreement contains all the terms agreed upon by the parties with respect to the subject matter of the Agreement and supersedes all prior agreements, arrangements, and communications between the parties concerning such subject matter whether oral or written.

**J. COUNTERPARTS**

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 the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement this 13<sup>th</sup> day of January 2025.

**Building Principal-BGS**

\_\_\_\_\_  
Molly Wepprecht

**BOARD OF EDUCATION, HERSCHER CUSD#2  
KANKAKEE COUNTY, ILLINOIS**

By: \_\_\_\_\_  
President

ATTEST:

\_\_\_\_\_  
Secretary