

**DIRECTOR OF TRANSPORTATION  
EMPLOYMENT CONTRACT  
(2022–2023)**

**AGREEMENT** made this 24<sup>th</sup> day of May, 2022, between the **BOARD OF EDUCATION OF TOWNSHIP HIGH SCHOOL DISTRICT NO. 113, LAKE COUNTY, ILLINOIS**, hereinafter referred to as the "Board," and **BRANDON HAYES**, as Director of Transportation, hereinafter referred to as the "Director," and hereinafter collectively referred to as the "Parties."

**A. EMPLOYMENT AND COMPENSATION**

**1. Salary and Term of Employment.** The Board hereby employs the Director for a single-year period commencing on July 1, 2022, and terminating on June 30, 2023 at an annual salary of One Hundred Thirty-One Thousand Nine Hundred and Seventy Seven Dollars and No Cents (\$131,977.00) for the 2022-2023 Contract Year. The Director's salary shall be payable in equal installments in accordance with the rules of the Board governing payments of other administrative staff members in the School District. The term "Contract Year" shall refer to each period under this Contract commencing on July 1 and ending on June 30. The Director hereby accepts employment upon the terms and conditions hereinafter set forth.

**2. Illinois Municipal Retirement Fund.** The annual salary stated in paragraph A.1 of this Contract includes the payment by the Board on behalf of the Director of his required contributions to the Illinois Municipal Retirement Fund ("IMRF"). As such, contributions for IMRF will be salary-reduced from the salary set forth in paragraph A.1 and contributed by the Board to IMRF on behalf of the Director. The Director shall not have any right or claim to said amounts contributed by the Board on his behalf, except as they may become available at the time of retirement or resignation from the IMRF. Both Parties acknowledge that the Director did not have the option of choosing to receive the contributed amounts directly, instead of having such contributions paid by the Board to the IMRF, and further acknowledge that such contributions are made as a condition of employment to secure the Director's future services, knowledge and experience.

**3. Creditable Earnings.** The Parties hereby agree that the Board makes no representations regarding the creditable earnings status with respect to any compensation received by the Director pursuant to the terms of this Contract. Any and all determinations regarding creditable earnings, creditable service and related IMRF issues shall be made by IMRF and, where applicable, a court of competent jurisdiction.

**B. CONDITIONS OF EMPLOYMENT**

**1. Medical Examinations.** The Director shall submit, at Board expense, to a physical or mental examination by a physician licensed in Illinois to practice medicine and surgery in all its branches whenever the Board deems such examination necessary and in accordance with applicable law. Such examination shall be performed by a physician designated by the Board,

unless required by law to be performed by a physician designated by the Director. Subject to any applicable legal requirements, the Director shall authorize and direct the examining physician to provide the Board with a written report or reports of any such examinations and of opinions the physician may form therefrom, as well as other information pertaining to such examination or opinions, whether written or oral, as the Board may require. As a condition of employment, the Director also agrees to comply with all health requirements established by law.

**2. Employment Representations.** The Director represents that he is not under contract with any other school district for any portion of the term covered by this Contract. The Director further represents that all information provided to the District in the process of application for employment was true and complete.

**3. Compliance with Law.** The Director shall comply with all rules, regulations and orders of the Board and all provisions of the *School Code* and all other relevant local, state, and federal laws and statutes.

## **C. BENEFITS**

**1. Insurance.** The Board will provide the Director with the following Board-paid benefits:

- a. 100% Board-paid single or 76% Board-paid family hospitalization/medical insurance and dental insurance, as provided under any program effective in the District;
- b. Disability insurance in accordance with the District's insurance policy;
- c. Liability insurance, as provided to other administrators in the District; and
- d. Term life insurance, in the amount equal to three times (3x) the Director's annual salary as stated in Paragraph A.1 with an insurance limit cap of \$500,000.00 and in accordance with the District's insurance policy.

If, at any time during the term of this Contract, the Board's payment of insurance premiums is deemed to constitute a discriminatory or otherwise impermissible benefit under law or regulation or other official guidance subjecting the Board or the Director to potential penalties, fees, employee benefit plan failures or increased tax payments, then the Board may, in its discretion, determine to decrease its payment for such insurance and make a corresponding increase in the Director's salary or other compensation to offset the cash value of the reduction in such insurance premium benefit. The Board's action to modify the insurance benefit and increase another form of compensation under this paragraph shall be in implementation of this provision of this Contract and shall not constitute or require an amendment to this Contract.

**2. Reimbursement of Business Expenses.** The Board shall reimburse the Director for reasonable monthly expenses incurred in the performance of his duties. Substantiation of all

expenses incurred pursuant to this provision shall be made by the Director in accordance with the regulations of the *Internal Revenue Code*, as amended, and the Board's expense reimbursement policies.

**3. Vacation.** The Director shall be entitled to a paid vacation of twenty-five (25) working days in each Contract Year, provided however, that the Director shall provide the Superintendent with prior advanced notice before utilizing vacation days and that any vacation time in excess of five (5) consecutive school days shall be mutually agreed upon by the Director and the Superintendent. Vacation must be taken within the Contract Year or will be lost and unavailable for use or payment, provided, however, that up to half of the vacation days may be carried over with the written approval of the Board to the subsequent Contract Year should there be one. Any days permitted to be carried-over must be used by the Director by December 31 of that immediately following Contract Year or shall be lost and no longer available for use or payment. The Director shall also be entitled to all legal school holidays. Winter, Spring, and Summer recess periods shall constitute working days unless specifically scheduled and credited toward the vacation days listed above.

**4. Sick Leave.** The Director shall be granted sick leave of twenty (20) working days for the Contract Year.

**5. Personal Leave.** The Director shall be granted three (3) personal leave days per Contract Year. Personal leave days shall not be used as sick leave and shall not accumulate. The Director's use of personal leave days is subject to the approval of the Superintendent.

**6. Professional Meetings Attendance.** The Director is expected to attend appropriate professional meetings at the local and state levels and, subject to prior Board/Superintendent approval, at the national level. All reasonable expenses incurred shall be paid by the Board in accordance with and subject to the Board's travel and expense policies.

**7. Annuities and Deferred Compensation.** From the annual salary stated in paragraph A.1 of this Contract, the Director may (1) annually defer compensation pursuant to and in accordance with the terms of an eligible deferred compensation plan as described in Section 457(b) of the *Internal Revenue Code* if adopted by the Board, and/or (2) authorize a salary reduction in order that the Board may purchase a 403(b) eligible product for the Director as described in Section 403(b) of the *Internal Revenue Code*, in accordance with the Board's 403(b) Plan if offered, and provided that the Director confirms that any such deferrals and/or reductions are within *Internal Revenue Code* limitations.

**8. Other Benefits.** The Parties acknowledge and agree that the benefits set forth in this Contract constitute the entire benefits package provided to the Director by the Board and no other benefits, whether established by Board policy or other procedure, shall apply unless required by law or otherwise agreed to by the Parties in writing.

#### **D. POWERS, DUTIES AND GOALS**

1. **Responsibilities and Duties.** The Director as directed in his job description, shall assist the Superintendent in the administrative operation and management of the School District with respect to transportation management. The Director shall also assume any additional administrative responsibilities and duties that may be assigned, under the supervision and direction of the Superintendent and in accordance with the laws of the State of Illinois and the policies, rules and regulations of the Board, for the planning, operation and evaluation of the educational program of the District. The Director shall also assume any additional administrative responsibilities and duties as may be set forth in the official job description for the Director of Transportation, under the supervision and direction of the Superintendent, in accordance with the laws of the State of Illinois and the policies, rules and regulations of the Board. He shall be responsible for, and deemed to have knowledge of, all of the policies, rules and regulations established by the Board and shall comply with their requirements.

2. **Extent of Service.** The Director shall devote his entire time, attention, and energy to the business of the School District and related professional activities. With the permission of the Superintendent, the Director may attend university courses, 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 activities and speaking engagements. The Director may not jeopardize the functioning of the School District by any lengthy and conspicuous absence for such professional activities.

#### **E. EVALUATION**

During the term of this Contract, the Director shall be evaluated by the Superintendent in accordance with the District's practice. One copy of the written evaluation shall be included in the Director's personnel file and one copy shall be provided to the Director. The Director's progress toward and attainment of the performance goals set forth in paragraph D.3 of this Contract will also be assessed. After such evaluation, the Parties may schedule a meeting to review the evaluation and determine, if necessary, the terms and conditions of, and the performance goals for, the continued future employment of the Director.

#### **F. RENEWAL AND EXTENSION OF CONTRACT**

1. **Renewal.** After January 1 of the final year of this Contract, the Board and Director may mutually agree to renew the employment of the Director upon such terms and conditions as they may mutually agree. In such event, the Board shall take specific action to enter into a new contract of employment with the Director.

2. **Non-Renewal.** In the event the Board determines not to extend the employment of the Director, this Contract shall expire at the end of the term set forth in paragraph A. 1. The Director shall receive notice of intent not to renew his employment in accordance with the requirements of the *School Code*.

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 with the Director or as an extension of the termination date of this Contract

## G. 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.

2. **Cause.** Discharge for cause during the term of this Contract shall be for any conduct, act, or failure to act by the Director that is detrimental to the best interests of the School District. Reasons for discharge for cause shall be given in writing to the Director, who shall be entitled to notice and a hearing before the Board to discuss such causes. If the Director chooses to be accompanied by legal counsel, he shall bear any costs therein involved. The Board hearing shall be conducted in executive session.

## H. MISCELLANEOUS

1. **Applicable Law.** This Contract has been executed in Illinois and shall be governed in accordance with the laws of the State of Illinois in every respect.

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

3. **Complete Understanding.** This Contract contains all the terms agreed upon by the Parties with respect to the subject matter of this Contract and supersedes all prior contracts, agreements, arrangements and communications between the Parties concerning such subject matter.

4. **Counterparts.** 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. **Policy Amendments.** The Board retains the right to repeal, change or modify any policies or regulations which it has adopted or may hereafter adopt, subject however, to restrictions contained in the *School Code* and other applicable law.

6. **Severability.** If any provision, paragraph, phrase, clause or word contained herein is held to be void, invalid or contrary to law by a court of competent jurisdiction, it shall be deemed removed herefrom, and the remainder of this Contract shall continue to have its intended full force and effect.

7. **Advice of Counsel.** Both Parties have had the opportunity to seek the advice of counsel.

8. **Notice.** Any notice required to be given under this Contract shall be deemed sufficient if it is in writing and sent by mail to the last known residence of the Director or the President of the Board.

**IN WITNESS WHEREOF**, the parties have executed this Contract on the date indicated above, upon formal approval by the Board at a duly convened meeting held this same date.

**DIRECTOR OF TRANSPORTATION**

**BOARD OF EDUCATION  
TOWNSHIP HIGH  
SCHOOL DISTRICT NO. 113,  
LAKE COUNTY, ILLINOIS**

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**Brandon Hayes**

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

**ATTEST:**

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**Secretary**

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