

**DIRECTOR OF
BUSINESS SERVICES/CHIEF SCHOOL BUSINESS OFFICIAL
EMPLOYMENT CONTRACT
(2022-2023)**

AGREEMENT made this 13th day of September 2022, between the **BOARD OF EDUCATION OF TOWNSHIP HIGH SCHOOL DISTRICT NO. 113, LAKE COUNTY, ILLINOIS**, hereinafter referred to as the "Board," and JOSHUA SCHOOT as Director of Business Services/Chief School Business Official, hereinafter referred to as the "Director/CSBO," and hereinafter collectively referred to as the "Parties."

A. EMPLOYMENT AND COMPENSATION

1. **Salary and Term of Employment.** The Board hereby employs the Director/CSBO for a single-year period commencing on September 29, 2022, and terminating on June 30, 2023, ("Contract Term") at an annual 12-month base salary of One Hundred Sixty-Eight Thousand Dollars and No Cents (\$168,000.00), pro-rated downward for the shortened term beginning on the Director/CSBO's actual start date, rather than July 1. The number of days in the Director/CSBO's work schedule shall be prorated from the actual start date to June 30, 2023, based on a full fiscal (12-month) year of at least 260 work days, with the specific work schedule to be established by the Superintendent or his/her designee.

The Director/CSBO'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 District. The term "Contract Year" shall refer to the full 12-month period of July 1 through the following June 30th and the term, "Contract Term" shall refer to the period of the Director/CSBO's actual start date through June 30, 2023, under this Contract. The Director/CSBO hereby accepts employment upon the terms and conditions hereinafter set forth.

2. **Teachers' Retirement System and Health Insurance Security Fund.** In addition to the annual salary stated in paragraph A.1 of this Contract, the Board shall pay on behalf of the Director/CSBO to the State of Illinois Teachers' Retirement System ("TRS") and the Teachers' Health Insurance Security Fund ("THIS") the Director/CSBO's required member contributions on creditable earnings to the defined benefit pension plan and health fund. The Director/CSBO shall not have any right or claim to said amounts, except as they may become available at the time of retirement or resignation from TRS and THIS. Both Parties acknowledge that the Director/CSBO did not have the option of choosing to receive the contributed amounts directly, instead of having such contributions paid by the Board to the TRS and THIS, and further acknowledge that such contributions are made as a condition of employment to secure the Director/CSBO's future services, knowledge and experience. The Director/CSBO does not have the right to receive payment for any amounts that would have been contributed to the TRS or THIS by the Board on his behalf had the Director/CSBO's required contributions not been limited by TRS or THIS due to the application of the established limit for contributions to the pension plan or due to a refund of an overpayment of contributions because of a decrease in the applicable member rate, if any.

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/CSBO pursuant to the terms of this Contract. Any and all determinations regarding creditable earnings, creditable service and related TRS issues shall be made by TRS and, where applicable, a court of competent jurisdiction.

B. **CONDITIONS OF EMPLOYMENT**

1. **Professional Educator License.** During the term of this Contract, the Director/CSBO shall hold a valid and properly registered professional educator license, issued by the Illinois State Educator Preparation and Licensure Board, with the appropriate endorsement qualifying him to act as an Administrator and Chief School Business Official in the District.

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

3. **Medical Examination.** As a required condition of employment for new employees, and prior to commencing duties under this contract, the Director/CSBO shall submit to a physical examination by a physician licensed in Illinois to practice medicine and surgery in all its branches, and shall provide the Board with evidence of physical fitness to perform duties assigned and freedom from communicable disease, including tuberculosis, pursuant to Section 24-5 of the *School Code*. The Director/CSBO shall further submit, at Board expense, to a physical or mental examination by a physician licensed in Illinois to practice medicine and surgery in all its branches whenever the Board deems such examination necessary and in accordance with applicable law. 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/CSBO. Subject to any applicable legal requirements, the Director/CSBO 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/CSBO also agrees to comply with all health requirements established by law.

4. **Criminal Background Investigation.** As a required condition of employment for new employees, the Director/CSBO shall authorize a criminal background investigation by the Board, pursuant to the *School Code* and a DCFS Child Abuse Registry background investigation. The Director/CSBO acknowledges that this Contract is contingent upon the Board deeming acceptable the results of the criminal background investigation, the DCFS Child Abuse Registry check, a Statewide Sex Offender Database check, and a Statewide Murderer and Violent Offender Against Youth Database check. The Director/CSBO understands that the Board has relied on the information the Director/CSBO provided to the District in the application process in making its decision concerning employment and that the Board reserves the right to

terminate this Contract in the event any information the Director/CSBO provided to the District during the application process is untrue, inaccurate, or demonstrably incomplete.

C. **BENEFITS**

1. **Reimbursement of Business Expenses.** The Board shall reimburse the Director/CSBO 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/CSBO in accordance with the regulations of the *Internal Revenue Code*, as amended.

2. **Insurance.** The Board will provide the Director/CSBO with the following benefits:

- a. 100% Board-paid single or 76% Board-paid family hospitalization/medical insurance and dental insurance, as provided under any group 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 of three times (3x) the Director/CSBO's annual salary as stated in Paragraph A.1 up to a maximum 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 Director/CSBO to potential penalties, fines, fees, employee benefit plan failures or new or increased tax or accessible payments, then the Board may, in its discretion, determine to modify its payment for such insurance and make a corresponding increase in the Director/CSBO's salary or other compensation to offset the diminished cash value, if any, of the change 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.

3. **Vacation.** The Director/CSBO shall be entitled to a paid vacation of twenty-five (25) working days, prorated downward for the shortened Contract Year (i.e., 19 days), provided however, that the Director/CSBO shall provide the Superintendent or designee 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/CSBO 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/CSBO by December 31 of that

immediately following Contract Year or shall be lost and no longer available for use or payment. The Director/CSBO 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/CSBO shall be granted sick leave, as defined in Section 24-6 of the *School Code*, equivalent to the normal annual allotment of sick days afforded to licensed professional staff, which will be prorated downward for the shortened Contract Term (i.e., 14 days).

5. **Personal Leave.** The Director/CSBO shall be granted three (3) personal leave days during each Contact Year for the purpose of conducting personal business that cannot be done outside of school hours. The Director/CSBO's use of personal leave days is subject to the approval of the Assistant Superintendent of Finance. Personal leave days shall not convert to sick leave and shall not accumulate.

6. **Professional Organizations.** Subject to prior approval of the Assistant Superintendent of Finance, the Director/CSBO shall be reimbursed for all dues and membership fees to a reasonable number of professional organizations.

7. **Professional Meetings Attendance.** The Director/CSBO is expected to attend appropriate professional meetings at the local and state levels, and, subject to prior approval of the Assistant Superintendent of Finance, at the national level. All reasonable expenses incurred shall be paid by the Board in accordance with Board Policy.

8. **Local Civic and Fraternal Group Participation.** The Director/CSBO is encouraged to participate in local civic and fraternal organizations in the interest of promoting a better understanding of the District and its concerns. Subject to its prior approval, the Board shall pay the dues incurred through membership in such organizations.

9. **Annuities and Deferred Compensation.** From the annual salary stated in paragraph A.1 of this Contract, the Director/CSBO 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 pursuant to and in accordance with **Section 403(b)** of the *Internal Revenue Code* and the terms of the Board's 403(b) Plan if offered, and provided that the Director/CSBO confirms that any such deferrals and/or reductions are within *Internal Revenue Code* limitations. Nothing herein limits the Director/CSBO's ability to participate in the TRS Supplementary Savings Plan (457(b) plan) at his/her own expense.

10. **Other Benefits.** The Parties acknowledge and agree that the benefits set forth in this Contract constitute the entire benefits package provided to the Director/CSBO 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/CSBO, as directed in his job description, shall assist the Assistant Superintendent of Finance in the administrative operation and management of the School District. The Director/CSBO shall also assume any additional administrative responsibilities and duties as may be assigned, under the supervision and direction of the Assistant Superintendent of Finance 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/CSBO 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/CSBO shall devote his time, attention, and energy to the business of the School District and related professional activities. With the permission of the Board, the Director/CSBO 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/CSBO 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/CSBO shall be evaluated by the Assistant Superintendent of Finance in accordance with the evaluation plan established by the Assistant Superintendent of Finance. One copy of the written evaluation shall be included in the Director/CSBO's personnel file and one copy shall be provided to the Director/CSBO. After such evaluation, the Parties may schedule a meeting to review the evaluation and determine, if necessary, the terms and conditions of the continued future employment of the Director/CSBO.

F. RENEWAL, NON-RENEWAL, AND AMENDMENT OF CONTRACT

1. **Renewal.** Prior to the end of this Contract, the Board and Director/CSBO may mutually agree to renew the employment of the Director/CSBO. In such event, the Board shall take specific action to enter into a new contract of employment with the Director/CSBO.

2. **Non-Renewal.** In the event the Board determines not to renew the employment of the Director/CSBO, this Contract shall expire on June 30, 2023. The Director/CSBO 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/CSBO 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 reasonable 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/CSBO that is detrimental to the best interests of the School District. Reasons for discharge for cause shall be given in writing to the Director/CSBO, who shall be entitled to notice and a hearing before the Board to discuss such causes. If the Director/CSBO 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. **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/CSBO or the President of the Board.

2. **Governing 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.

3. **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.

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

6. **Effect of Agreement.** This Contract shall inure to the benefit of and be binding upon the Board and its successors and assigns.

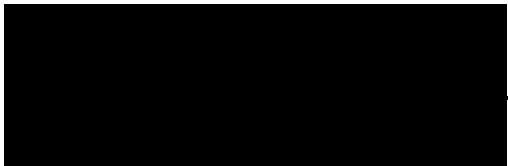
7. **Policy Amendments.** The Board retains the right to repeal, change or modify any policies or regulations which it has adopted or may hereafter adopt, subject however, to restrictions contained in the *School Code* and other applicable law.

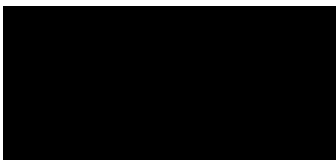
8. **Severability.** If any provision, paragraph, phrase, clause or word contained herein is held to be void, invalid or contrary to law by a court of competent jurisdiction, it shall be deemed removed herefrom, and the remainder of this Contract shall continue to have its intended full force and effect.

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

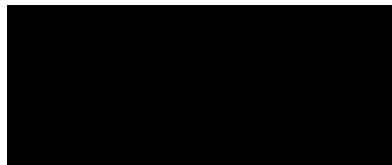
**DIRECTOR OF BUSINESS SERVICES/
CHIEF SCHOOL BUSINESS OFFICIAL**

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

 _____

By:  _____

ATTEST:

 _____