

# **ATHLETIC DIRECTOR EMPLOYMENT CONTRACT (2023-2024)**

**AGREEMENT** made this 1st day of August, 2023, by and between the **BOARD OF EDUCATION OF TOWNSHIP HIGH SCHOOL DISTRICT NO. 113, LAKE COUNTY, ILLINOIS**, hereinafter referred to as the “Board” and **NATHAN FLANNERY**, hereinafter referred to as the “Athletic Director,” hereinafter collectively referred to as the “Parties.”

## **A. EMPLOYMENT AND COMPENSATION**

**1. Salary and Term of Employment.** The Board hereby employs the Athletic Director for a single-year period commencing on July 1, 2023, and terminating on June 30, 2024. The Athletic Director’s annual salary for the 2023-2024 Contract Year shall be set by the Board upon ratification of the Licensed Professional Staff Collective Bargaining Agreement and shall be retroactive to July 1, 2023. Said salary shall not be set at an amount that is less than the salary paid to the Athletic Director for the 2022-2023 Contract Year. The Parties acknowledge that the action of setting the Athletic Director’s annual salary shall be in implementation of this provision of the Contract and shall not constitute or require an amendment to this Contract.

The Athletic 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 District. The term “Contract Year” shall refer to the period under this Contract commencing on July 1 and ending on June 30. The Athletic Director hereby accepts employment upon the terms and conditions hereinafter set forth.

**2. Teachers’ Retirement System and Health Insurance Security Fund.** The annual salary stated in paragraph A.1 of this Contract includes the payment by the Board on behalf of the Athletic Director of his required contributions to TRS and the Teachers’ Health Insurance Security Fund (“THIS”). The Athletic 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 TRS and THIS. Both Parties acknowledge that the Athletic 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 TRS and THIS, and further acknowledge that such contributions are made as a condition of employment to secure the Athletic 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 Athletic Director, 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. **License.** During the term of this Contract, the Athletic Director shall hold and maintain a valid and properly registered professional educators' license, issued by the Illinois State Educator Preparation and Licensure Board, qualifying him to act as an Athletic Director in the School District.

2. **Medical Examinations.** The Athletic 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 Athletic Director. Subject to any applicable legal requirements, the Athletic 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 Athletic Director also agrees to comply with all health requirements established by law.

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

4. **Murderer and Violent Offender and Sex Offender Database Checks.** As required under Section 10-21.9 of the Illinois *School Code*, the Athletic Director acknowledges that the continuation of this Contract is contingent on the Board deeming acceptable the results of periodic re-checks of the Statewide Sex Offender Database and the Statewide Murderer and Violent Offender Against Youth Database as such re-checks are periodically required by law. The Board reserves the right to terminate this Contract should any required, periodic re-check result in the Athletic Director being deemed by the Board (in accordance with applicable law) unacceptable to work in the School District.

## C. **BENEFITS**

1. **Insurance.** The Board will provide the Athletic Director 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 Athletic Director's total annual salary 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 Athletic Director 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 Athletic Director'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.

**2. Reimbursement of Business Expenses.** The Board shall reimburse the Athletic Director for reasonable monthly expenses incurred in the performance of his/her duties subject to the Board's expense reimbursement policies and procedures. Substantiation of all expenses incurred pursuant to this provision shall be made by the Athletic Director in accordance with the regulations of the *Internal Revenue Code*, as amended and the Board's expense reimbursement policies and procedures.

**3. Vacation.** The Athletic Director shall be entitled to a paid vacation of twenty-five (25) working days in the Contract Year, provided, however, that the Athletic 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 Superintendent, or designee, and the Athletic Director. Vacation days 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 Athletic Director by the last day of Winter Break of that immediately following Contract Year or shall be lost and no longer available for use or payment. The Athletic Director shall also be entitled to all legal 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 Athletic Director shall be granted sick leave in the amount equal to the normal annual allotment provided to licensed professional staff in the School District.

**5. Personal Leave.** The Athletic Director shall be granted three (3) personal leave days during the Contract Year. Personal leave days shall not be used as sick leave and shall not accumulate.

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

**7. Professional Meetings Attendance.** Subject to prior approval by the Superintendent or designee, the Athletic Director may attend appropriate professional meetings at the local, state and national levels. All reasonable expenses incurred shall be paid by the Board in accordance with and subject to Board Policy and procedure.

8. **Tuition Reimbursement.** The Board shall reimburse the Athletic Director a maximum of One Thousand Eight Hundred Dollars (\$1,800.00) during the Contract Year for tuition reimbursement. Substantiation of all expenses incurred pursuant to this provision shall be made by the Athletic Director.

9. **Local Civic and Fraternal Group Participation.** The Athletic Director 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.

10. **Annuities and Deferred Compensation.** From the annual salary stated in paragraph A.1. of this Contract, the Athletic 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 Athletic 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 Athletic Director confirms that any such deferrals and/or reductions are within *Internal Revenue Code* limitations.

11. **Other Benefits.** The Parties acknowledge and agree that the benefits set forth in this Contract constitute the entire benefits package provided to the Athletic 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. DUTIES AND EXPECTATIONS

1. **Responsibilities and Duties.** The Athletic Director shall be responsible for all obligations contained in the official job description for District athletic directors and shall assist the Superintendent or designee in the administrative operation and management of the School District with respect to the athletic department. The Athletic Director shall also assume any additional administrative responsibilities and duties that may be assigned, under the supervision and direction of the Superintendent or designee 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 Athletic Director 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 Athletic Director shall devote his/her entire time, attention, and energy to the business of the School District and related professional activities. With the permission of the Superintendent, the Athletic 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 Athletic 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 Athletic Director shall be evaluated by the Superintendent or designee in accordance with the District's practice. One copy of the written evaluation shall be included in the Athletic Director's personnel file and one copy shall be provided to the Athletic Director. 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 Athletic Director.

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

1. **Renewal.** Prior to the end of this Contract, the Board and Athletic Director may mutually agree to renew the employment of the Athletic 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 Athletic Director.

2. **Non-Renewal.** In the event the Board determines not to renew the employment of the Athletic Director, this Contract shall expire at the end of the term set forth in paragraph A.1. The Athletic Director shall receive notice of intent not to renew his/her 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 Athletic Director that is detrimental to the best interests of the School District. Reasons for discharge for cause shall be given in writing to the Athletic Director, who shall be entitled to notice and a hearing before the Board to discuss such causes. If the Athletic Director chooses to be accompanied by legal counsel, he/she 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. **Effect of Agreement.** This Contract shall inure to the benefit of and be binding upon the Board and its successors and assigns.

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 Athletic Director or the President of the Board.

**SIGNATURE PAGE TO FOLLOW**

**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.

**ATHLETIC DIRECTOR**

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

\_\_\_\_\_  
**Nathan Flannery**

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

**ATTEST:**

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**Secretary**

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