

**EMPLOYMENT AGREEMENT FOR
CHIEF SCHOOL BUSINESS OFFICIAL**

THE AGREEMENT made the ##th day of June, 2017, between the **BOARD OF EDUCATION OF AVOCA SCHOOL DISTRICT NO. 37**, Cook County, Illinois ("Board"), and **BETH R. DEVER** ("CSBO").

The Agreement constitutes a performance based, multi-year CHIEF SCHOOL BUSINESS OFFICIAL'S employment contract in accordance with Section of 5/10-23.8 of *The School Code*.

WITNESSETH

A. EMPLOYMENT AND COMPENSATION

1. The Board hereby employs the CSBO for the period of July 1, 2017 to June 30, 2020 ("contract term"). The CSBO's annual salary for the 2017-2018 contract year shall be One Hundred Ninety Thousand Two Hundred Eighty-Five Dollars (\$190,285), and the CSBO hereby accepts employment upon the terms and conditions hereinafter set forth. For each subsequent contract year the Board shall establish the annual salary after the Superintendent has reviewed and assessed the CSBO's overall performance, provided, however, that the annual salary shall not be lower than the annual salary provided in the preceding contract year.
2. The total compensation to be paid for and on behalf of the CSBO as stated in paragraph A.1 is the aggregate of the basic sum the Board is to pay to the CSBO, withholding as required by law or authorized by the Employee, including the CSBO's contribution to the State of Illinois Teachers' Retirement System (TRS) in the amount equal to and in satisfaction of the CSBO's statutory contribution to TRS, and the CSBO's required contribution to TRS for Teacher Retirees' Health Insurance (THIS). The CSBO does not have any right or claim to said amounts contributed by the Board on the CSBO's behalf except as they may become available at the time of retirement or resignation from TRS. Both parties acknowledge that the CSBO does not have the option of choosing to receive the contributed amounts directly, instead of having such contributions paid to TRS, and that such contributions are made as a condition of employment to secure the CSBO's future services, knowledge, and experience.
3. During the term of the Agreement, the CSBO shall hold a valid and properly registered certificate or license issued by the State of Illinois Teachers' Certification Board qualifying her to act as CSBO of the School District.
4. The CSBO acknowledges that, pursuant to *The School Code*, she waives any right to tenure in the School District for the duration of the multi-year Agreement by virtue of entering into the Agreement.

B. BENEFITS

1. The Employee will be entitled to the same benefits as are made available to other certified staff.
2. Subject to Board approval, the Board shall reimburse the CSBO for expenses incurred by the CSBO in the performance of her duties as CSBO. The CSBO shall submit monthly itemized statements to the Board for approval.

3. The Board will provide the CSBO with the following insurance benefits and conditions:
 - a. The CSBO will receive Board paid family health and dental insurance, or alternatively, board paid family dental insurance and a family health insurance cash option.
 - b. Upon retirement from the District, the CSBO will receive a monetary allotment of \$300 per month towards the cost of retirement health insurance benefits, effective upon the CSBO's retirement and extending until the date the CSBO is eligible for Medicare/Medicaid.
 - c. The Board reserves the right to adjust or modify the District's contribution towards the CSBO's hospitalization and medical insurance for subsequent contract years based upon any Health Care Reform Act (HCRA) or Affordable Care Act (ACA) requirements, penalties, or assessments, provided, to the extent possible, the Board shall review and consider options which will avoid a potential TRS ruling that any such modification in health insurance contributions results in an employer-paid fringe benefit conversion issue under TRS Rules.
4. The CSBO shall be entitled to a paid vacation, accruing at an annual rate of twenty-five (25) working days during the contract year, exclusive of legal and school holidays. Winter, Spring, and Summer recess periods shall constitute work days unless specifically scheduled and credited toward the vacation days listed above. The CSBO must notify the Superintendent at least two (2) weeks in advance of any planned vacation and to obtain pre-approval for any request for vacation in excess of five (5) consecutive work days. Vacation must be taken within the twelve-month contract year, provided, however, accrued, unused vacation days may be carried over until August 31 of the following contract year. Vacation days not utilized shall not accumulate and shall not be paid for if not taken. The CSBO will receive compensation in an amount equal to the value of any accumulated vacation days upon her resignation or termination from employment. Payment for any unused vacation days upon separation from employment shall be issued thirty (30) days after the CSBO's last workday or final paycheck, whichever occurs last.
5. The CSBO shall be granted sick leave, as defined in Section 24-6 of *The School Code*, accruing at an annual rate of sixteen (16) work days during each contract year. Unused sick leave days may be accumulated to a maximum of three hundred sixty (360) days.
6. The CSBO shall be granted three (3) days of Board leave during each contract year. Any unused Board leave days shall not be carried over as Board leave from year-to-year, but shall be credited to the CSBO as unused sick leave under paragraph B.5.
7. The CSBO is expected to attend appropriate professional meetings at the local and state levels, and, subject to prior Superintendent's approval, at the national level. Subject to its prior approval, the Board shall pay all actual and necessary expenses incurred by the CSBO in attending such meetings.

C. POWERS AND DUTIES

1. The CSBO shall be the chief financial officer for the District; recommend the selection of, and direct and assign, support staff employees and other employees of the School District under the CSBO's supervision; make recommendations to the Superintendent concerning the budget, building plans, and direct the keeping of all records and accounts, and aid in the making of all reports, as required by the Superintendent; recommend rules, regulations, and procedures deemed necessary for the welfare of the School District; and, in general, perform all other duties incident to the office of the CSBO as may be prescribed by the Superintendent from time to time.
2. The CSBO shall devote her full working time, attention, and energy to the business of the School District and professional growth activities related to her responsibilities.

D. PERFORMANCE GOALS AND OBJECTIVES

1. Student Performance and Academic Improvement Goals

The CSBO acknowledges that, pursuant to Section 10-23.8 of *The School Code*, the multi-year Agreement is a performance-based contract and that the CSBO shall strive to improve student performance and promote academic improvement in the District. As part of the CSBO's annual evaluation, the CSBO and the Superintendent shall meet to review her progress toward achievement of the following goals:

a. Student Performance

1. The CSBO will prepare and submit to the Superintendent a summary report that identifies the strategies which will be implemented to ensure District resources are directed toward accomplishing educational goals of the District.
2. The CSBO will prepare and submit to the Superintendent a summary report that identifies strategies which will be implemented to ensure physical facilities provide a safe and comfortable learning environment.

b. Academic Improvement

The CSBO will prepare and submit to the Superintendent a summary report that identifies the strategies to provide financial resources such as grants to increase academic opportunities for students.

2. Board/Administration Goals and Objectives

1. The CSBO will recommend to the Superintendent practices that enhance communication of financial information.
2. The CSBO will recommend to the Superintendent practices that maintain a positive financial position for the District.

E. EVALUATION

The Superintendent and CSBO will annually review and assess the CSBO's overall performance based upon the student performance and academic improvement goals set forth above, as well as any other objectives established by the Superintendent. The Superintendent shall appraise the CSBO's performance and shall give a written evaluation of that performance to the CSBO. After such evaluation, the parties shall schedule a meeting to review the evaluation and determine, if necessary, the terms and conditions of the CSBO's continued future employment. The Agreement may be extended upon mutual agreement of the Board and CSBO at the end of any year of the Agreement, provided the Board determines that the CSBO satisfactorily met the student performance and academic improvement goals set forth above in paragraph D.1.

F. TERMINATION

1. The employment Agreement may be terminated by:
 - a. Mutual agreement;
 - b. Permanent disability;
 - c. Discharge for cause; or
 - d. Death.
2. The Board may terminate the Agreement for reasons of permanent disability or incapacity at any time after the CSBO has exhausted her sick and vacation leave pursuant to Illinois law and the terms of the Agreement and has been absent from her employment for a continuous period of ninety (90) days, or presents to the Board a physician's statement certifying that she is permanently disabled or incapacitated. All obligations of the Board shall cease upon written notice of termination for permanent disability or incapacity, provided that the CSBO shall be entitled to a hearing before the Board if she so requests. The Board reserves the right to require the CSBO to submit to a medical examination, either physical or mental, whenever the Board deems the CSBO disabled. 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 CSBO expressly agrees that the physician shall prepare a detailed report of the state of her physical and/or mental health and submit it to the Board of Education.
3. Discharge for cause shall be for any conduct, act, or failure to act by the CSBO which is seriously detrimental to the best interests of the School District. Reasons for discharge for cause shall be given in writing to the CSBO, who shall be entitled to notice and a hearing before the Board to discuss such causes. If the CSBO chooses to be accompanied by legal counsel, she shall bear any costs therein involved. The Board hearing shall be conducted in executive session.

G. MODIFICATIONS AND AMENDMENTS

No modification or amendment of the Agreement shall be valid or binding on the parties unless it is in writing and executed by the Board and the CSBO.

H. NOTICE

Any notice required to be given under the Agreement shall be deemed sufficient if it is in writing and sent by certified mail to the last known residence of the CSBO or the President of the Board.

CSBO:

Beth Dever
1237 Vista Drive
Gurnee IL 60031

President, Board of Education:

President, Board of Education
Avoca School District #37
2921 Illinois Rd.
Wilmette IL 60091

I. MISCELLANEOUS

1. The Agreement has been executed in the State of Illinois, and shall be governed in accordance with the laws thereof in every respect.
2. Paragraph headings and numbers have been inserted for convenience of reference only. In the event of any conflict between any such headings or numbers and the text of the Agreement, the text shall control.
3. The 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 one and the same instrument.
4. The 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, whether oral or written, concerning such subject matter.
5. The Agreement shall inure to the benefit and will be binding upon the parties, their legal representatives, successors and assigns.
6. If a court having jurisdiction issues a final decision declaring any provision of the Agreement to be unlawful or unenforceable, all other provisions of the Agreement shall remain in force and effect.

IN WITNESS WHEREOF, the parties have executed the Agreement the ##th day of June, 2017.

CHIEF SCHOOL BUSINESS OFFICIAL

BETH DEVER

**BOARD OF EDUCATION OF AVOCA
SCHOOL DISTRICT NO. 37,
COOK COUNTY, ILLINOIS**

BOARD OF EDUCATION PRESIDENT
RICK ZELINSKY

ATTEST:

BOARD OF EDUCATION SECRETARY
KEVIN JAUCH

