

ADMINISTRATOR EMPLOYMENT CONTRACT
(2016-2017, Licensed)
(12 Months)

THIS AGREEMENT is entered into on the date shown below by and between the **BOARD OF EDUCATION OF LOMBARD ELEMENTARY SCHOOL DISTRICT NO. 44, DUPAGE COUNTY, ILLINOIS**, hereinafter referred to as the "Board", and ALDO CALDERIN, hereinafter referred to as the "Administrator."

D. EMPLOYMENT TERM AND COMPENSATION

Salary and Term of Employment. The Board hereby employs the Administrator as a ASST SUPT FOR HR AND PR for a single-year period, commencing on July 1, 2016, and terminating on June 30, 2017, at an annual salary of \$134,394.00, payable in equal installments in accordance with the rules of the Board governing payments to other administrative staff members in the District. The Administrator's *per diem* amount shall be determined by dividing (his)(her) annual salary by 261 days, as set forth in the Board's Administrative Procedure – Administrator Compensation and Benefits Plan. The Administrator hereby accepts employment upon the terms and conditions hereinafter set forth.

E. CONDITIONS OF EMPLOYMENT

5. **Professional Educator License.** During the term of this Contract, the Administrator shall hold a valid and properly registered professional educator license, issued by the Illinois State Educator Preparation and Licensure Board, with the appropriate endorsement(s) qualifying (him)(her) to act as a ASST SUPT FOR HR AND PR in the School District (and to evaluate Principals and ESP in the District). Upon the Board President's request, the Administrator shall be prepared to provide such license for review.

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

7. **Medical Examination.** Already in personnel file.

8. **Criminal Background.** Already in personnel file.

F. BENEFITS

1. **Incorporation of Administrator Compensation and Benefits Plan.** In further consideration of such service and based on conditions of employment, the Administrator shall receive additional

benefits including but not limited to sick leave, personal leave, and health insurance as set forth in the Administrator Compensation and Benefits Plan, as may be from time to time amended by the Board.

2. **Notice of 403(b) Deferred Compensation Plan.** As further provided by Board Policy and/or the Administrator Compensation and Benefits Plan, the Administrator may annually defer compensation pursuant to and in accordance with the terms of the Board's 403(b) Plan.
3. **Notice of Group Health Insurance.** The Administrator is eligible to participate in the Board's group health insurance in accordance with Board Policy and/or the Administrator Compensation and Benefits Plan as well as applicable group health plan documents.

D. POWERS, DUTIES AND EVALUATION

4. **Duties.** The Administrator shall supervise the operation of the area of assignment, as the Board shall determine necessary. The Administrator shall also assume administrative responsibilities and leadership, 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, which may be amended from time to time, for the planning, operation and evaluation of the area of assignment. The Administrator shall be responsible for all obligations contained in the official job description for the ASST SUPT FOR HR AND PR and those imposed by the laws of the State of Illinois. The Board reserves the right to reassign the Administrator to a different position and/or to different duties during the term of this Contract, without a loss of pay. The Administrator shall be responsible for, and deemed to have knowledge of, all of the policies and rules and regulations established by the Board and shall comply with their requirements.

The Administrator shall submit recommendations, as requested, to the Superintendent concerning the appointment, retention, promotion and assignment of all personnel assigned to the area of responsibility and shall keep such other registers, records and other reports as may be directed by the Superintendent and the Board or required by law.

5. **Extent of Service.** The Administrator shall devote (his)(her) time, attention, and energy to the business of the School District and related professional activities. With the Board's prior approval, the Administrator 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 Administrator may not jeopardize the functioning of the School District by any lengthy and conspicuous absence for such professional activities.

6. **Evaluation.** The Superintendent or designee shall evaluate the Administrator's performance on an ongoing basis and shall meet with the Administrator to discuss and evaluate performance, goals, working relationship, rapport and understanding in accordance with an evaluation plan established by the Board. Failure of the Superintendent or designee to complete an evaluation does not preclude termination or non-renewal of this Contract.

E. TERMINATION AND RENEWAL

1. **Grounds for Termination.** This employment contract may be terminated prior to its expiration date by:
 - a. Mutual agreement in writing;
 - b. Permanent disability (inability to perform essential job functions with or without accommodation). The Administrator shall be considered permanently disabled: (a) after any absence that renders (him)(her) "permanently ill or incapacitated" in accordance with the terms of the Board Policy on Temporary Illness or Incapacity; (b) if (he)(she) presents to the Board a physician's statement certifying that (he)(she) is permanently disabled or incapacitated; or (c) if the Board deems the Administrator permanently disabled after a Board-required physical or mental examination. Prior to a termination for disability, the Administrator may request a hearing before the Board. If the Administrator chooses to be accompanied by legal counsel, (he)(she) shall bear any costs therein involved. The Board hearing shall be conducted in executive session;
 - c. Discharge for cause; or
 - d. Death.
2. **Cause.** Discharge for cause shall be for any conduct, act, or failure to act by the Administrator which is deemed by the Board to be 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 a hearing before the Board to discuss such causes. If the Administrator chooses to be accompanied by legal counsel, (he)(she) shall bear any costs therein involved. The Board hearing shall be conducted in executive session.
3. **Renewal and Non-Renewal.** At the end of this Contract, the Board and Administrator may mutually agree to renew the employment of the Administrator for a one (1) year period. In such event, the Board shall take specific action to enter into a new contract of employment with the Administrator. In the event the Board determines not to renew the employment of the Administrator, this Contract shall expire on June 30, 2017. The Administrator shall receive notice of intent not to renew (his)(her) employment in accordance with the requirements of the *School Code*.

H. MISCELLANEOUS

1. 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 Administrator or the President of the Board.
2. This Contract shall be governed by the laws of the State of Illinois in every respect.
3. Paragraph headings and numbers have been inserted for convenience of reference only, and if there is any conflict between such headings or numbers and the text of this Contract, the text shall control.
4. 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. 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. This Contract shall inure to the benefit of and be binding upon the Board and its successors and assigns.
7. 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 this 9th day of August, 2016, upon formal approval by the Board at a duly convened meeting held this same date.

ADMINISTRATOR



**BOARD OF EDUCATION
LOMBARD ELEMENTARY SCHOOL
DISTRICT NO. 44
DUPAGE COUNTY, ILLINOIS**

BY:



President

ATTEST:



Secretary