

**EMPLOYMENT CONTRACT**  
**July 1, 2021 – June 30, 2022**

**AGREEMENT** made this 28th day of June, 2021, between the **BOARD OF EDUCATION OF MILLBURN COMMUNITY CONSOLIDATED SCHOOL DISTRICT NO. 24, LAKE COUNTY, ILLINOIS**, hereafter referred to as the "Board," and **KARI GEDVILLE**, hereafter referred to as the "Assistant Principal," and hereafter collectively referred to as the "Parties".

**A. EMPLOYMENT AND COMPENSATION**

1. The Board hereby employs the Assistant Principal for one (1) year, commencing on July 1, 2021, and terminating on June 30, 2022. The Assistant Principal's base salary for her services performed for the period of July 1, 2021 through June 30, 2022 shall be \$97,000.00. This salary is payable in 24 equal installments per year in accordance with the rules of the Board governing payments of other administrative staff members in the District. The Assistant Principal contract will consist of a total of 200 days. The Assistant Principal will begin working 10 work days before the first day of certified staff attendance, and her summer break will begin 10 work days after the final day of certified staff attendance during each yearly contract unless an alternate agreement is made between the Board and Assistant Principal. The Assistant Principal hereby accepts employment upon the terms and conditions hereinafter set forth. A "Contract Year" under this contract refers to the period from July 1 through June 30.
2. In addition to the annual base salary stated in paragraph A.1 of this contract, the Board shall pay on behalf of the Assistant Principal to the State of Illinois Teachers' Retirement System ("TRS"), eight percent (8%) of the required contributions to the TRS on all reportable earnings as determined by law. The Assistant Principal shall not have any right or claim to these amounts, except as they may become available at the time of retirement or resignation from the TRS. However, if the Assistant Principal's contribution rate required by TRS to be remitted decreases below eight percent (8%), the Board shall pay the difference to the Assistant Principal as salary to the extent the Board's total cost for salary and pick up of the TRS contribution does not exceed the Board's total cost before the TRS contribution rate decrease. Further, if subsequent to the Board's payment to the Assistant Principal of the difference as salary, the TRS contribution rate decrease is reversed by a court or the Illinois legislature or by TRS rule such that there is an underpayment of creditable earnings to TRS under this paragraph, the Assistant Principal shall bear the cost of such underpayment. Except as expressly stated herein, both parties acknowledge that the Assistant Principal 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 further acknowledge that such contributions are made as a condition of employment to secure the Assistant Principal's future services, knowledge and experience. The base salary stated in paragraph A.1 of this contract includes the payment by the Board on behalf of the Assistant Principal of her required contributions to the Teacher Health Insurance Security Fund and of any required pension contribution to the TRS that exceeds eight percent (8%).
3. 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 Assistant Principal or as an extension of the termination date of this contract.

4. During the term of this contract, the Assistant Principal shall hold a valid and properly registered license and endorsements issued by the Illinois Educator Preparation and Licensure Board qualifying her to act as an Assistant Principal in the School District.
5. The Assistant Principal 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. As a condition of employment, the Assistant Principal also agrees to comply with all health requirements established by law.
6. The parties hereby agree that the Board makes no representations regarding the creditable earnings status with respect to any compensation received by the Assistant Principal 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. BENEFITS**

1. The Board will provide the Assistant Principal with the following paid benefits during the term of this contract:
  - a. Full family hospitalization/medical insurance as provided under any group program effective in the District for that Contract Year. The District will pay 95% of the highest cost plan for full- family hospitalization/medical insurance, and 98% of the lowest cost plan for hospitalization/medical insurance for the 2019-20 Contract Year and subsequent Contract Years. The Assistant Principal will receive Five Thousand Dollars (\$5,000) in lieu of medical insurance should the Assistant Principal choose to decline medical insurance. To qualify for the Five Thousand Dollar (\$5,000) insurance exchange, the Assistant Principal must show proof of medical insurance, and the exchange must not incur any financial penalty on the District for the purpose of TRS calculations.
  - b. Full-family dental/vision insurance as provided under any group program effective in the District;
  - c. Disability insurance coverage as provided under any group program effective in the District, subject to eligibility requirements of the District's carrier;
  - d. Liability indemnification and protection, as provided under the District's liability insurance policies; and
  - e. Term life insurance, in an amount not less than the amount listed as base salary in paragraph A.1 of this contract, subject to eligibility requirements of the District's carrier, and under which the Assistant Principal shall be entitled to name any beneficiaries. If the provision of health insurance contemplated by this contract provision could result in the Board being obligated to pay a penalty, excise tax, or other fee due to changes and/or interpretations of the *Internal Revenue Code* or other laws, or their related rules and regulations, affecting the provision of insurance benefits, the Board may convert its contribution toward such insurance benefit to another form of compensation or combination of compensation and insurance to the extent necessary to avoid the imposition of such penalty, excise tax, or fee. In the event the Board makes such a determination, the Board shall collaborate with TRS so as to avoid the loss of creditable earnings to the extent permitted by law and to the extent a penalty to the Board does not result. The Board's action to convert a benefit 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. The Assistant Principal shall be entitled to all legal holidays and non-attendance days as afforded to certified teaching staff.
3. The Assistant Principal may be granted paid sick leave, as defined in Section 24-6 of the *School Code*, of thirteen (13) working days per Contract Year, but not to exceed the normal annual allotment afforded to teachers under their Collective Bargaining Agreement. Sick days may be accumulated to a maximum of three hundred forty (340) days.
4. The Assistant Principal shall be entitled to two (2) paid personal leave days in each Contract Year for the transaction of personal business that cannot be performed on a non-school day or for illness. Unused personal leave days shall accumulate along with unused sick leave to a maximum of three hundred forty (340) days.
5. From the annual salary stated in paragraph A.1 of this contract, the Assistant Principal may (1) annually defer compensation pursuant to and in accordance with the terms of an eligible state deferred compensation plan as described in Section 457 of the *Internal Revenue Code* if adopted by the Board, or (2) authorize a salary reduction in order that the Board may purchase a 403(b) eligible annuity product for the Assistant Principal as described in Section 403(b) of the *Internal Revenue Code* and in the District's 403(b) Plan, provided that the Assistant Principal confirms that any such deferrals or reductions for purchase of annuities are within *Internal Revenue Code* limitations.
6. The Assistant Principal shall be reimbursed each Contract Year for dues and membership fees for two (2) professional organizations.
7. The Assistant Principal is expected to attend appropriate professional meetings at the local and state levels, and, subject to prior Board approval, at the national level. All reasonable expenses incurred shall be paid by the Board.
8. The Assistant Principal shall be allowed such other privileges, leaves, and fringe benefits as are commonly extended to other certified school district personnel for retirement benefits. Any additional specific retirement benefits not mentioned in this contract shall be negotiated at the time of a retirement contract.
9. The Board has determined that, by virtue of her job duties, the Assistant Principal needs to be immediately reachable by the Board and other District administrators and staff in the event of emergencies outside normal work hours and/or when the Assistant Principal is away from the District. Accordingly, the Board will provide the Assistant Principal with a cell phone for District-related business. The Board shall make such provision and payments for a business purpose and not for purposes of compensation of the Assistant Principal; however, the Assistant Principal may use the phone for both District and personal business in accordance with IRS guidelines. It is understood that upon termination of this contract, all data related to the District on the Assistant Principal's cell phone shall be returned to the District and that the Assistant Principal hereby understands and acknowledges that information contained on her cell phone may be the District's property and subject to a FOIA request. The District shall have the authority to request the electronic data or property maintained and related to the District on the Assistant Principal's cell phone, and the Assistant Principal shall promptly provide the requested information. Following the District's request, the

Assistant Principal agrees to maintain all data related to the District on her cell phone until it can be produced to the District and that he will not delete any data related to the District until it has been produced.

**C. POWERS, DUTIES, and GOALS**

1. The Assistant Principal shall supervise the operation of attendance centers as the Board shall determine necessary and shall have as her primary responsibility the improvement of instruction. The Assistant Principal shall also assume administrative responsibilities and instructional 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, for the planning, operation and evaluation of the education program of her assigned attendance area.
2. The Assistant Principal shall devote her entire time, attention, and energy to the business of the School District and related professional activities. With the permission of the Superintendent, the Assistant Principal 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 Assistant Principal may not jeopardize the functioning of the School District by any lengthy and conspicuous absence for such professional activities. The Assistant Principal shall notify the Superintendent in writing of engagement in any outside professional activities in which the Assistant Principal is remunerated.
3. The Assistant Principal shall submit recommendations, as requested to the Superintendent concerning the appointment, retention, promotion and assignment of all personnel assigned to her attendance center and shall keep such other registers, records and reports as may be directed by the Superintendent and the Board or required by law.
4. The Assistant Principal shall suspend students guilty of gross disobedience or misconduct from school and from the school bus in accordance with the requirements of Section 10-22.6 of the *School Code* and Board policy.
5. The Assistant Principal 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.
6. The Superintendent shall evaluate the Assistant Principal's performance on an ongoing basis and shall meet with the Assistant Principal annually to discuss the Assistant Principal's performance with her. This annual evaluation shall include, but not be limited to, an assessment of the Assistant Principal's progress toward meeting the performance and improvement goals. At such meeting or thereafter, the Superintendent shall determine, if necessary, the terms and conditions of the continued future employment of the Assistant Principal, including the inclusion of the goals and indicators of student performance and academic improvement to be used by the Board to measure the performance and effectiveness of the Assistant Principal.

7. In accordance with the requirements of the *School Code*, the Parties understand and acknowledge that this contract must include performance goals for the Assistant Principal with respect to student performance and academic improvement, including indicators that shall be used by the Board to measure the Assistant Principal's performance. The Parties have established the following performance goals and indicators:

Goal 1 – To enhance individual student performance as measured by the following indicators:

- a. Northwest Evaluation Association's Measurement of Academic Progress (MAP) testing program

Goal 2 –To support the academic improvement of the School through the application of Professional practice standards as presented in the "New Illinois Professional Leaders Standards"

- a. The rubric will be established in the Millburn Assistant Principal Evaluation Plan

The Superintendent shall determine whether the Assistant Principal has met the goals using the criteria described in the goals themselves, as well as the Superintendent's own reasonable judgment as to whether the Assistant Principal has exhibited the leadership, guidance and effort needed to achieve the goals. The Superintendent shall make this determination after an evaluation of the Assistant Principal and shall issue its determination in writing and present it to the Assistant Principal as part of the evaluation process.

8. The Board reserves the right to transfer the Assistant Principal to another position and/or assign her alternate duties in the District if it is in the best interests of the Board, as determined in its sole discretion, and provided the Assistant Principal's compensation and benefits afforded under this contract are not reduced.

#### **D. REAPPOINTMENT**

1. In the event the Board determines not to extend the employment of the Assistant Principal, this contract shall expire on June 30, 2022. The Assistant Principal shall receive notice of intent not to renew her employment in accordance with the requirements of the *School Code*.
2. At the end of any year of this contract, the Board and Assistant Principal may mutually agree to extend the employment of the Assistant Principal for a one year or multi-year period, provided that the performance goals and indicators set forth in this contract have been met.

#### **E. TERMINATION**

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

#### **F. 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 Assistant Principal or the President of the Board.
2. 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. 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. 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. In the event any part of this contract is declared void or unenforceable by a court of competent jurisdiction, such portion shall be severed from this contract and the remainder shall continue in full force and effect.

**IN WITNESS WHEREOF**, the parties have executed this Agreement this 28th day of June, 2021.

**ASSISTANT PRINCIPAL**

**BOARD of EDUCATION  
MILLBURN COMMUNITY  
CONSOLIDATED SCHOOL DISTRICT 24,  
LAKE COUNTY, ILLINOIS**

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**KARI GEDVILLE**

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**President, Board of Education**

**ATTEST:**

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**Secretary, Board of Education**