

**SCHAUMBURG COMMUNITY CONSOLIDATED SCHOOL DISTRICT 54**  
**PERFORMANCE-BASED ADMINISTRATOR CONTRACT**  
**(July 1, 2021 through June 30, 2026)**

THIS AGREEMENT is between the Board of Education (“Board”) of Schaumburg Community Consolidated School District 54, Cook County, Illinois (“School District”) and Colette Bell, Assistant Superintendent of Professional Development (“Assistant Superintendent”).

This Agreement constitutes a successor administrative performance-based employment contract entered into during the term of an existing, predecessor administrative performance-based employment contract. In accordance with the provision in 105 ILCS 5/10-23.8a of the *Illinois School Code*, the Assistant Superintendent and Board confirm and acknowledge that the Assistant Superintendent has met the goals and indicators of student performance and academic achievement, as stated in the original, predecessor contract.

The Board and the Assistant Superintendent agree as follows:

1. **EMPLOYMENT.** In accordance with the provisions of Section 10-23.8a of the *Illinois School Code*, Ms. Bell is hereby employed as the Assistant Superintendent of Professional Development for the period beginning July 1, 2021, and extending through June 30, 2026. The contract year under this Contract is July 1 through the succeeding June 30 of each year.
  - A. *Goals and Indicators of Performance.* This is a performance-based Contract, for which the goals and indicators of performance are set forth in the attached Exhibit A. This Contract is valid and enforceable whether or not the goals and indicators of performance set forth in Exhibit A were included in this Contract at the time it was approved by the Board and signed by the parties.
  - B. *Student Performance.* Annually, the Assistant Superintendent shall assist the Superintendent in the following respects: (1) evaluate student performance, including, but not limited to, student performance on standardized tests, successful completion of the curriculum, student attendance and drop-out rates; (2) review the curriculum and instructional services provided to District students; and (3) report to the Superintendent on her findings regarding (a) student performance and (b) her recommendations, if any, for curriculum or instructional changes as a result of her evaluation of student performance.
  - C. *Achievement of Goals.* By June 1 of each contract year, the Superintendent shall, as part of the annual evaluation of the Assistant Superintendent, determine whether the goals for the contract year have been accomplished and if adequate progress has been made toward accomplishment of those goals to be completed in later contract years. The Superintendent reserves the right to determine whether additional goals are necessary and appropriate. The Board, the Superintendent and the Assistant Superintendent recognize that achievement of the goals are dependent on continued Board and Superintendent support of the goals, including the provision of adequate financial support with available resources. The Board, the Superintendent and the Assistant Superintendent also recognize that circumstances beyond the control of

the Board, the Superintendent and/or the Assistant Superintendent may prevent attainment, or require modification of any of the goals. In such circumstances or where the Board is unwilling or unable to support the goals, either financially or in principle, the Board and the Superintendent, in consultation with the Assistant Superintendent, will modify or delete any of the goals as appropriate.

- D. *Evaluation.* By no later than May 1 of each contract year, the Assistant Superintendent shall provide the Superintendent with a written self-assessment of overall performance, as well as progress toward achievement of the goals. As soon thereafter as the schedule of the Superintendent reasonably permits, the Superintendent shall meet with the Assistant Superintendent to review the Assistant Superintendent's performance, including the progress toward achievement of the goals, assess the working relationship of the Assistant Superintendent with the Board, the Superintendent, the administration, the staff, students, and the community. The Superintendent shall make a good faith effort to complete the evaluation process with a written evaluation of the Assistant Superintendent by June 15. Such evaluation shall include a summary of progress on goals as well as a recommendation for annual compensation for the following contract year. The Board, as compensation for the duties set forth in this Contract, shall pay the Assistant Superintendent a base salary for the 2021-2022 contract year in the amount set forth in the 2021-2022 Administrator Salary Memorandum adopted by the Board of Education, which shall be payable in equal installments in the same manner as the salaries of other twelve-month administrators in the School District are paid. During subsequent years, the Board may not unilaterally decrease the Assistant Superintendent's salary, but reserves the right to increase the salary and benefits payable hereunder, based upon the Assistant Superintendent's performance evaluation, without entering into a new contract or extending the term of this Contract. Benefits provided to the Assistant Superintendent pursuant to a group policy, plan, or practice, may be increased or modified by the Board as increased or modified for the group policy, plan, or practice.

2. **COMPENSATION AND BENEFITS.** In addition to the salary provided for above, the Board shall pick up and pay on behalf of the Assistant Superintendent the contributions to the Illinois Teachers' Retirement System (TRS) required by Section 16-152.1 of the *Illinois Pension Code*, and to the Teacher Health Insurance Security Fund, as required by 5 ILCS 375/6.6, both as amended from time to time. Although designated by the *Illinois Pension Code* as employee contributions, the amounts herein required to be picked up by the Board shall be paid by the Board in lieu of contributions by the Assistant Superintendent. The Assistant Superintendent shall not have the option of choosing to directly receive the amounts so contributed by the Board on her behalf, nor any right or claim to the contributions except as such may subsequently become available pursuant to the provisions of Illinois law and TRS rules and regulations.

3. **LICENSE.** The Assistant Superintendent shall furnish to the Board before beginning employment under this Contract a valid and appropriate education license/certificate and administrative endorsement to act as Assistant Superintendent, which shall be in full force and effect at all times during the term of this Contract.
4. **SICK LEAVE AND DISABILITY.** The Assistant Superintendent shall be granted the same number of days each contract year, and may accumulate unused sick days, on the same basis as granted to, and accumulated by teachers, unless a greater number is otherwise provided for in the Board's Administrative Benefit Program.

Should the Assistant Superintendent become physically or mentally disabled from performing any substantial duty permanently or for a period of 90 calendar days after the exhaustion of sick, personal and vacation leave, in any 180 calendar day period, the Board may, at its option, terminate the Assistant Superintendent's employment upon thirty (30) days written notice to the Assistant Superintendent and an opportunity for a hearing before the Board on the issues of disability and performance.

5. **VACATION.** The Assistant Superintendent shall receive thirty (30) working days of vacation each contract year at full pay, in addition to legal school holidays and holidays declared by the Board for administrators during Thanksgiving, winter, spring and summer vacation periods. The Assistant Superintendent shall inform the Superintendent in advance of all vacation days, and prior approval of the Superintendent is required for all vacations which are more than three (3) working days in length. Approval may be denied only in extenuating circumstances. Vacation must be used in the contract year earned and thereafter shall not be taken, compensated, or considered as accumulated without the approval of the Board. The Assistant Superintendent may exchange a maximum of 10 earned and accumulated vacation days annually for payment for the same on a per diem basis (1/225) in lieu of taking said days as vacation days. The Assistant Superintendent must give written notice to the Superintendent of such intention no later than June 15 of any year upon said election and the Board shall make the vacation exchange payment to the Assistant Superintendent no later than June 30 of the same contract year.
6. **DEFERRED ANNUITY.** The Board agrees that during the term of this Contract, and in addition to any other compensation provided for in this Contract, the Board shall pay for a \$3,000 annuity each year on behalf of the Assistant Superintendent. In addition, the Board agrees to pay the TRS 'member contribution' applicable to such additional annuity directly to TRS on behalf of the Assistant Superintendent. Such contributions are subject to all requirements and limits contained in the *Internal Revenue Code*. The Assistant Superintendent does not have a right to receive these contributions in cash.
7. **AUTOMOBILE ALLOWANCE.** The Board shall provide the Assistant Superintendent with a monthly automobile allowance of \$362 to help defer costs related to maintaining, insuring, and paying the expenses of operation of a personal automobile (e.g., fuel, oil, etc.) for use in the performance of the official duties as Assistant Superintendent during employment under this Contract.

8. **BENEFITS.** The Assistant Superintendent shall be afforded all benefits provided other members of the School District's central office administration pursuant to the School District 54 Choice Benefit Plan, including, without limitation, medical, dental, vision, group term life insurance, and long term disability coverage. In addition, the Board agrees to pay the TRS 'member contribution' applicable to such Choice Benefit Plan directly to TRS on behalf of the Assistant Superintendent. Such contributions are subject to all requirements and limits contained in the *Internal Revenue Code*. The Assistant Superintendent does not have a right to receive these contributions in cash.
  
9. **DISCHARGE FOR JUST CAUSE, TERMINATION AND NON-RENEWAL.** Throughout the term of this Contract, the Assistant Superintendent shall be subject to discharge for just cause. In the event the Board intends to terminate this Contract before its expiration for cause, the Superintendent shall give the Assistant Superintendent written notice of such intention, together with a statement of the reasons for termination. Within five (5) days of receipt of such notice, the Assistant Superintendent may request, in writing, a hearing before the Board, which shall be held in closed session. If no hearing is timely requested, the termination shall become effective on the date specified in the Board's notice. Pending any hearing requested by the Assistant Superintendent, the Board may suspend the Assistant Superintendent with or without pay. Any suspension without pay must be with appropriate due process in substantial accordance with the Board's suspension policy applicable to certified staff. At the conclusion of any hearing, the Board shall determine whether or not to terminate this Contract and the Assistant Superintendent's employment. The Board may terminate or non-renew this Contract in accordance with this paragraph or at the end of the term of the Contract, even if the evaluations provided for in paragraph 1.D. have not occurred.
  
10. **EXTENSION.** In accordance with Section 10-23.8a of the *Illinois School Code* and the annual evaluation required in paragraph 1.D., the Board may extend this Contract so that the term of the Contract does not exceed five years, provided that the Board determines that all goals have been met by the Assistant Superintendent.
  
11. **TENURE.** By accepting this multi-year Contract, the Assistant Superintendent waives any rights to acquire tenure, otherwise known as contractual continued service, in the School District pursuant to Sections 24-11 through 24-16 of the *Illinois School Code*, as may be amended from time to time. The parties specifically understand and agree that the Assistant Superintendent does not relinquish any right to tenure that she previously acquired in the School District.
  
12. **NOTICE.** Any notice or communication permitted or required under this Contract shall be made in writing and shall become effective on the day of service by personal service or by first class mail, registered or certified, return receipt requested, postage prepaid, sent to the parties at their respective addresses listed below, or at such other addresses as the parties may from time to time advise in writing. Service by mail as provided above shall be deemed made upon deposit in the mail.

If to the Board:            President, Board of Education, Schaumburg C.C.S.D. 54  
   524 East Schaumburg Road, Schaumburg, Illinois 60194-3597

With a copy to: Superintendent, Schaumburg C.C.S.D. 54  
524 East Schaumburg Road, Schaumburg, Illinois 60194-3597

If to the Assistant Superintendent: Colette Bell  
Address in personnel file

**13. MISCELLANEOUS**

- A. This Contract has been executed in Illinois, and shall be governed in accordance with the laws of the State of Illinois in every respect.
- B. Paragraph headings and numbers have been inserted for convenience of reference only, and if there shall be any conflict between any such headings or numbers and the text of this Contract, the text shall control.
- C. 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.
- D. If any provision of this Contract is subsequently declared by the proper legislative or judicial authority to be unlawful or unenforceable, all other provisions of the Contract shall remain in full force and effect.
- E. 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.
- F. No modification or amendment of this Contract shall be valid or binding on the parties unless it is in writing and executed by the Board and Assistant Superintendent.

**BOARD OF EDUCATION OF  
SCHAUMBURG COMMUNITY  
CONSOLIDATED SCHOOL DISTRICT 54,  
Cook County, Illinois,**

**ASSISTANT SUPERINTENDENT OF  
PROFESSIONAL DEVELOPMENT,**

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

\_\_\_\_\_  
Colette Bell

*Attest:*

\_\_\_\_\_  
Secretary

Date: June 10, 2021