

## **INDIVIDUAL EMPLOYMENT & RETIREMENT AGREEMENT**

**This Agreement**, entered into this 9<sup>th</sup> day of April, 2018, by and between the Board of Education of Sesser-Valier Community Unit School District No. 196 (“Board” or “District”) and Vera L. Malinee (“Malinee” or “Employee”);

### **WITNESSETH:**

**WHEREAS**, Malinee has been and is currently the District’s Bookkeeper and Treasurer, a non-licensed, administrative employee of the Board, at all times relevant hereto; and

**WHEREAS**, Malinee has expressed her intent to retire on December 31, 2021, and her interest in entering into an irrevocable retirement agreement with the District; and

**WHEREAS**, Malinee has had representation, counsel and guidance at all times relevant hereto, and all matters contemplated by the parties relevant hereto or addressed herein have been fully discussed and examined by each party as to that party’s best interests, and all their respective options have been fully explored by the parties;

**NOW, THEREFORE**, in consideration of the premises and the mutual promises, covenants and agreements contained herein, and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Incorporation of Recitals.** The parties hereby find that all of the recitals contained in the preambles to this Agreement and Release are full, true and correct and do incorporate them into this Agreement and Release by this reference.

2. **Term.** The District hereby employs Vera L. Malinee as District Bookkeeper and Treasurer in and for Sesser-Valier Community Unit School District No.

196 for a period of four (4) years, more or less, commencing January 1, 2018, and ending December 31, 2021 (Malinee's retirement date).

3. **Work Year.** The work year of the Employee shall be two hundred sixty (260) days, including sick leave, personal leave, and vacation days. The Superintendent, in consultation with and with the advice of the Employee, shall establish an annual Employee work year calendar consistent with the foregoing. It is, however, understood by the parties that even after the establishment of the calendar, the Employee's work year, work week or work day may be altered by the Superintendent from time to time as needs arise.

4. **Duties.** The duties and responsibilities of the Employee shall be all those duties incident to the office of the District Bookkeeper and Treasurer as promulgated by the Board; and in addition, the Employee shall perform such other duties as from time to time may be assigned to the Employee by the Superintendent and/or the Board.

5. **Base Salary of Malinee.** Effective January 1, 2018, in consideration of the performance of the duties of District Bookkeeper and Treasurer, the District shall pay to the Employee as base annual salary, the total sum of Fifty-five Thousand Six Hundred Dollars (\$55,600.00) for the calendar year beginning on January 1, 2018, and ending on December 31, 2018. For the period extending from January 1, 2019, to December 31, 2019, the District shall pay to the Employee as base annual salary, the total sum of Fifty-seven Thousand Eight Hundred Twenty and 00/100 Dollars (\$57,820.00). For the period extending from January 1, 2020, to December 31, 2020, the District shall pay to the Employee as base annual salary, the total sum of Sixty Thousand One Hundred Thirty-five and 00/100 Dollars (\$60,135.00). For the period extending from January 1, 2021, to

December 31, 2021, the District shall pay to the Employee as base annual salary, the total sum of Sixty-two Thousand Five Hundred Forty and 00/100 Dollars (\$62,540.00). Base annual salaries listed herein shall be payable in substantially equal installments in accordance with the payroll procedures of the District.

6. **Salary Adjustments.** The District retains the right to adjust the annual salary of the Employee during the term of this Agreement, provided any salary adjustment does not reduce the annual salary rate below the figure paid in the previous fiscal year. Any adjustment in salary made during the life of this Agreement shall be in the form of a written amendment and shall become a part of this Agreement. It is provided, however, that by so doing, it shall not be considered that the District has entered into a new Agreement with the Employee nor that the termination date of this Agreement has been in any way extended.

7. **Pension.** The District shall pay on behalf of the Employee (except as may otherwise be required by law) from the salary listed above the required contribution to the Illinois Municipal Retirement Fund in the form of an employer paid pension contribution pursuant to 40 ILCS 5/7-101 *et seq.*, the intent of which shall be to shelter the contribution from federal income taxation pursuant to Section 414(h)(2) of the Internal Revenue Code and tax rulings 81-35 and 81-36.

8. **Life Insurance.** Effective January 1, 2018, the District shall, at its expense, provide a \$10,000 term life insurance benefit of the District's selection to the Employee during the term of this agreement (i.e. minimum life insurance provided as part of health insurance participation; see Section 8 below). The Employee shall name the beneficiary of said life insurance benefit.

9. **Health Insurance.** The Board shall pay \$400 per month toward the Employee's share of individual hospitalization insurance and the minimum life insurance mandatory by the company (see Section 8 above). In addition, if an employee chooses an available District hospitalization insurance coverage option that costs less than the said paid rate above, the employee will not be paid the difference between the monthly hospitalization insurance allotment and the selected coverage premium.

10. **Malinee's Irrevocable Retirement Notice.** In exchange for the Employee's submission of an irrevocable letter of retirement that contains a certain retirement date and that is effective immediately (copy attached as Exhibit A), the Employee shall be entitled to the compensation outlined herein. The relationship between the Employee and the District shall be contractual, and the consideration for the contract shall be the Employee's irrevocable resignation.

11. **Discharge for Cause.** Throughout the term of this Contract, the Employee shall be subject to discharge for just cause provided, however, the Board shall not arbitrarily or capriciously call for dismissal, and the Employee shall have the right to service of written charges, notice of hearing and a hearing before the Board. If the Employee chooses to be accompanied by counsel at such hearing, all such personal expenses shall be paid by the Employee. Failure to comply with the terms and conditions of this Agreement shall also be sufficient cause for purposes of discharge as provided in this Agreement.

12. **Termination by Agreement.** During the term of this Agreement, the District and the Employee may mutually agree, in writing, to terminate this Agreement.

13. **Vacation.** The Employee shall be entitled to twenty (20) working days of vacation annually, in each year of this Agreement, exclusive of legal holidays and other holidays granted to other non-licensed employees. Vacation shall be taken subject to approval of the Superintendent and district policy. The Employee shall earn said vacation days at the rate of five (5) vacation days per calendar quarter (i.e. January 1<sup>st</sup>-March 31<sup>st</sup>; April 1<sup>st</sup>-June 30<sup>th</sup>; etc.). In the event that the Employee is not working and/or earning District pay for thirty (30) or more consecutive days during the term of this Agreement due to disability or other unpaid leave extended to the Employee pursuant to District policy, the Employee shall not earn vacation days during said unpaid leave (Example #1: if the Employee is absent 30 consecutive days in a 90-day period, she will earn 2/3 of the vacation day allotment; Example #2: if the Employee is absent 50 consecutive days in a 90-day period, she will earn 4/9 of the vacation day allotment; Example #3: if the Employee is absent 25 consecutive days in a 90-day period, she will earn the full vacation day allotment). Vacation days earned in one calendar year must be used by the end of the following calendar year, except that, in the Employee's final work year as contemplated in this Agreement, the Employee shall actually utilize all accumulated vacation leave prior to the Employee's last day of work (i.e. retirement).

14. **Sick Leave.** In addition to the Employee's accrued sick leave in the District at the time of formation of this Agreement, the Employee shall be entitled to twelve (12) sick leave days per calendar year (January 1<sup>st</sup>—December 31<sup>st</sup>). Sick leave shall accumulate without limit, including the Employee's accrued sick leave at the time of formation of this Agreement. Earned sick leave shall be subject to such other provisions as may be contained in school district policies, rules and regulations.

15. **Personal Leave.** The Employee shall receive three (3) calendar days of personal leave annually on each January 1<sup>st</sup> to be used during the months of her employment and which shall be exclusive of legal holidays. If these days are not used, said personal leave days shall accumulate up to a maximum of five (5) days at any one time. Any personal leave days not used shall be added to accumulated sick days.

16. **Funeral Leave.** Funeral leave with full pay shall be provided in the event of a death in the family (as defined in the School Code sick leave provision) or in the case of a close personal friend. This leave shall be charged as sick leave or as personal leave at the discretion of the Employee.

17. **Making of this Agreement.** Each of the parties hereto has entered into this Agreement as his or her free and voluntary act. Each of the parties hereto has had the advice and benefit of counsel in making this Agreement, and knows and fully understands the terms of this Agreement.

18. **No Precedent.** This Agreement shall not establish a precedent of any kind as to any issue addressed herein and shall be disregarded as guidance for future situations of similar nature or kind.

19. **Execution.** This Agreement may be executed in counterparts, and any party hereto may sign any counterpart. The Agreement shall be effective when each party hereto shall have signed a counterpart and a set of counterparts bearing the signatures of each party hereto shall constitute the Agreement as fully as if all the parties have signed a single document.

20. **Entirety of Agreement.** This Agreement constitutes the whole and entire agreement between the parties. No prior agreement, negotiations, relationships, understanding, course of dealing, or usage forms any part of this Agreement.

21. **Applicable Law.** This Agreement has been executed in Illinois, and shall be governed in accordance with the laws of the State of Illinois in every respect.

22. **Paragraph Headings.** Paragraph headings have been inserted for convenience and reference only, and if there shall be any conflict between any such headings and the text of this Agreement, the text shall control.

23. **Duplicate Originals.** This Agreement may be executed in one (1) 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.

24. **Mutual Intent.** The language contained herein expresses the mutual intent of the parties and no rule of strict construction shall be applied against either party to this Agreement.

25. **Savings Clause.** If any portion or portions of this Agreement shall be, for any reason, invalid or unenforceable, the remaining portion or portions shall nevertheless be valid and enforceable and carried into effect, unless to do so would clearly violate the present legal and valid intentions of the parties.

26. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, legal representatives, executors, administrators, successors and assigns.

27. **Superiority of Agreement.** The parties acknowledge that the District and the Employee have entered into employment agreements that pre-date this Agreement

and the parties intend that all such prior agreements are null and void and are superseded by this Agreement and that only this Agreement is in force and has effect.

IN WITNESS WHEREOF, the parties hereto have caused this Individual Employment & Retirement Agreement to be executed on this 9th day of April, 2018.

  
\_\_\_\_\_  
Vera L. Malinee

**BOARD OF EDUCATION  
SESSER-VALIER COMMUNITY UNIT  
SCHOOL DISTRICT No. 196**

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

ATTEST:

  
\_\_\_\_\_  
Secretary

# Exhibit A

Vera Malinee



Sesser-Valier CUSD #196

APR 09 2018

RECEIVED

April 9, 2018

Superintendent Henry  
Sesser-Valier Board of Education

Dear Superintendent Henry and S-V Board of Education:

Please accept this irrevocable letter of retirement on December 31, 2021. This letter shall be effective immediately upon receipt.

Sincerely,

A handwritten signature in blue ink that reads "Vera L. Malinee".

Vera L. Malinee  
District Sec/Bkkpr/Treas

# INDIVIDUAL EMPLOYMENT & RETIREMENT AGREEMENT AMENDMENT

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**THIS AGREEMENT (Section Amendment)** made this 12<sup>th</sup> day of August, 2019, by and between the Board of Education of Sesser-Valier Community Unit School District No. 196 (hereinafter referred to as "the Board"), and Vera L. Malinee (hereinafter referred to as "Malinee" or "Employee"), pursuant to a motion of the Board at a meeting of the Board held on August 12, 2019, as found in the minutes of that meeting.

## WITNESSETH:

For and in consideration of the mutual promises hereinafter contained, it is covenanted and agreed by and between the parties as follows:

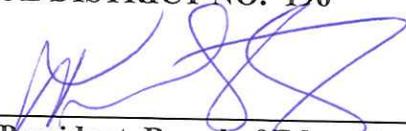
9. **Health Insurance.** For the period from January 1, 2018, to June 30, 2018, the Board shall pay \$400 per month toward the Employee's share of individual hospitalization insurance and the minimum life insurance mandatory by the company (see Section 8 of the original agreement dated April 9, 2018). For the period extending from July 1, 2018, to June 30, 2019, the Board shall pay \$450 per month toward the Employee's share of individual hospitalization insurance and the minimum life insurance mandatory by the company. For the period extending from July 1, 2019, to June 30, 2020, the Board shall pay \$510 per month toward the Employee's share of individual hospitalization insurance and the minimum life insurance mandatory by the company. For the period extending from July 1, 2020, to June 30, 2021, the Board shall pay \$540 per month toward the Employee's share of individual hospitalization insurance and the minimum life insurance mandatory by the company. For the period extending from July 1, 2021, to December 31, 2021, the Board shall pay \$570 per month toward the Employee's share of individual hospitalization insurance and the minimum life insurance mandatory by the company. In addition, if an employee chooses an available District hospitalization insurance coverage option that costs less than the said paid rate above, the employee will not be paid the difference between the monthly hospitalization insurance allotment and the selected coverage premium.

This section amendment is solely intended to amend Section 9 of the original agreement dated April 9, 2018, and, that by so doing, it shall not be considered that the Board has entered into a new agreement with the Employee nor that the termination date of this Agreement has been in any way extended. This amendment shall be attached and made a part of the original agreement.

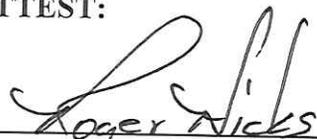
IN WITNESS WHEREOF, the parties hereto have caused this Agreement Amendment to be executed in their respective names; and in the case of the Board, by its President and Secretary, on the day and year first written above.

  
Vera L. Malinee

SESSER-VALIER COMMUNITY UNIT  
SCHOOL DISTRICT NO. 196

By:   
President, Board of Education

ATTEST:

  
Secretary, Board of Education