

# ADMINISTRATOR'S MULTI-YEAR EMPLOYMENT CONTRACT

(July 1, 2016 – June 30, 2019)

AGREEMENT made this 21<sup>st</sup> day of March, 2016, between the **BOARD OF EDUCATION OF HINSDALE TOWNSHIP HIGH SCHOOL DISTRICT NO. 86, DU PAGE AND COOK COUNTIES, ILLINOIS** (the "Board"), and **Tamara Prentiss** (the "Administrator"), and hereafter collectively referred to as the "Parties:" following a determination by the Board that the Administrator has successfully completed the performance goals established under the current Employment Contract dated April 7, 2014.

## A. EMPLOYMENT AND COMPENSATION

1. **Salary and Term of Employment.** The Board hereby employs the Administrator for a multi-year period, commencing on July 1, 2016, and terminating on and through June 30, 2019, to serve as the Assistant Superintendent of Student Services for District No. 86 (12-month administrator). For the contract year, the Board shall pay to the Administrator for his/her full-time services an annual salary of one hundred sixty-two thousand seven hundred and forty dollars (\$162,740.00), payable in equal installments in accordance with the rules of the Board governing payments of other administrative staff members in the District. As used in this contract, the term "contract year" is defined as the period commencing on July 1 of a given calendar year and continuing through June 30 of the following calendar year. The Board retains the right to adjust the annual compensation, salary, and/or fringe benefits of the Administrator during the term of this contract, provided that any compensation, salary, and/or fringe benefits adjustment(s) shall not be lower than the annual compensation, salary, and fringe benefits paid to the Administrator in the preceding contract year. The Administrator hereby accepts employment upon the terms and conditions hereinafter set forth.

2. **Teachers' Retirement System and Health Insurance Security Fund.** From the annual salary stated in paragraph A.1 of this contract, the Board shall deduct and pay on behalf of the Administrator to the State of Illinois Teachers' Retirement System (TRS) and the Teacher Health Insurance Security Fund (THIS) the Administrator's required contributions to the pension system and health fund on all reportable earnings. The Administrator shall not have any right or claim to these amounts, except as they may become available at the time of retirement or resignation from TRS or THIS. Both parties acknowledge that the Administrator did not have the option of choosing to receive the contributed amounts directly, instead of having such contributions paid by the Board to TRS and THIS, and further acknowledge that such contributions are made as a condition of employment to secure the Administrator's future services, knowledge and experience.

3. **Creditable Earnings.** The parties hereby agree that the Board makes no

representations regarding the creditable earnings status with respect to any compensation received by the Administrator 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. CONDITIONS OF EMPLOYMENT**

1. **Medical Examination.** The Administrator 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 Administrator also agrees to comply with all health requirements established by law.

2. **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 also represents and confirms that all information provided in his/her application for employment in the District is true and correct.

3. **Criminal Background Investigation.** As a required condition of employment, the Administrator acknowledges that his/her employment may be immediately terminated and this contract will become null and void if any fingerprint-based criminal background investigation report reveals a prohibited conviction as set forth in the *School Code*.

4. **License.** During the term of this contract, the Administrator shall hold a valid and properly registered license and endorsements issued by the Illinois State Educator Preparation and Licensure Board qualifying him/her to act as an Administrator in the School District.

## **C. BENEFITS**

1. **Insurance.** During the term of this contract, the Board will provide the Administrator with the following benefits:

- a. A Section 125 Flexible Benefits Plan, in which the Administrator may participate and elect to apply a Board contribution of either [\$13,125] at the single insurance coverage rate, or [\$18,750] at the family insurance coverage rate, toward the premiums for single or family coverage under a District health coverage plan, including any dental coverage elected. To the extent the Board contribution exceeds the cost of the premiums for the health and dental coverage(s) elected, the Administrator will be paid the excess in cash, distributed over 24 pays in the Benefit Plan Year. Participation of the Administrator is subject to eligibility terms contained in the Section 125 Flexible Benefits Plan and underlying insurance and benefit plans, and to election procedures and timelines; and
- b. Group term life insurance, subject to requirements of the insurance carrier, in the amount provided to other licensed administrators in the District.

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][IMRF] 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.

2. **Vacation.** The Administrator shall be entitled to a paid vacation of [twenty (20)] work days in each contract year, provided, however, that any vacation time must be pre-approved by the Superintendent whenever possible. Vacation time is non-cumulative and must be taken within the twelve-month period or shall be forfeited and not available for use, except that up to five (5) unused vacation days may be carried over for use during the next contract year. Any such carried-over vacation days remaining at the end of that following year shall be forfeited if unused. The Administrator shall also be entitled to all legal and school holidays as designated on the official District calendar. Winter, spring, and summer recess periods shall constitute working days unless specifically scheduled and credited toward the vacation days established above. If any earned vacation days must be reimbursed to the Administrator upon his resignation from employment, the reimbursement required by law or this contract shall be made in a post-retirement payment not intended to be part of the Administrator's creditable earnings for that year.

3. **Sick and Personal Leave.** The Administrator shall be granted paid sick leave days, as defined in Section 24-6 of the *School Code*, and paid personal leave days in each contract year, in the number provided to licensed administrators in the District. Sick and personal leave shall be subject to the same terms and conditions as are applicable to the licensed administrators. In no event, however, shall the number of annual sick days granted to the Administrator exceed those provided to teachers under the District's Collective Bargaining Agreement.

4. **Annuities and Deferred Compensation.** From the annual salary stated in paragraph A.1 of this contract, the Administrator 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 an annuity product for the Administrator as described in Section 403(b) of the *Internal Revenue Code* and in the District's 403 (b) Plan, provided that the Administrator confirms that any such deferrals or reductions for purchase of annuities are within *Internal Revenue Code* limitations.

#### **D. DUTIES AND EVALUATION**

1. **Duties.** The Administrator, under the direction of the Superintendent, shall be responsible of the functions of the District as specified in the job description and in Board Policy. The Administrator shall also perform other professional duties customarily performed by an administrator and any other duties as may be assigned to the Administrator from time to time by the Superintendent or the Board. The Administrator shall be deemed to have knowledge of, and shall be expected to comply with, all policies of the Board and all administrative regulations and procedures. The Board and Superintendent reserve the right to reassign the Administrator to different duties from time to time during the term of this contract without a loss in the term of this contract or pay.

2. **Extent of Service.** The Administrator shall devote his/her entire time, attention, and energy to the business of the District and related professional activities. The Administrator may not undertake consultation work, speaking engagements, writing, teaching a college or university course, lecturing, or other professional duties and obligations without the authorization of the Superintendent. The Administrator may not jeopardize the functioning of the District by any lengthy and conspicuous absence for such professional activities. The Administrator may keep any remuneration received for approved professional activities.

3. **Performance Goals and Indicators.** In accordance with the requirements of the *School Code*, the Parties agree that performance goals for the Administrator have been mutually developed and incorporated into this contract as Appendix A for the [2016-2019 contract year]. The goals relate to student performance and academic improvement and include indicators for the goals that shall be used by the Board to measure the Administrator's performance. The parties agree and acknowledge that, under Illinois law, performance goals are required for a valid and enforceable multi-year agreement.

The Board, upon recommendation of the Superintendent, shall determine whether the Administrator has met the performance goals, using the criteria described in the goals themselves, as well as considering whether the Administrator has exhibited the leadership, guidance and effort needed to achieve the goals. The Board shall make this determination after the Superintendent's evaluation of the Administrator. If the performance goals have been attained during the term of the contract, the Board may extend the term of this contract as set forth in paragraph E.2 below. For each succeeding contract year, the Board and Administrator will cooperatively develop new performance goals and indicators, which shall be appended to this contract and incorporated not later than September 1 annually.]

4. **Evaluation.** The Administrator's performance under this contract shall be evaluated annually by the Superintendent or designee not later than March 1<sup>st</sup> of each contract year. The evaluation shall consider, but not be limited to, an examination of the establishment of and progress toward the Administrator's performance goals, his/her performance of assigned duties and those required under his/her job description, and his/her working relationships with the Board, Superintendent, other administrators, and the faculty, staff and community. The Superintendent or designee may also choose to annually perform a "360" evaluation of the Administrator. A written summary of the annual evaluation shall be prepared by the Superintendent or designee and given to the Administrator. Failure by the Superintendent or designee to complete an evaluation shall not preclude the Administrator's nonrenewal of this



contract and/or dismissal.

#### **E. RENEWAL, EXTENSION, AND AMENDMENT OF CONTRACT**

1. **Non-Renewal.** Notice of intent not to renew this contract shall be given to the Administrator by the Board no later than **April 1** of the year in which the contract expires. Said notice shall be in writing and state the specific reason for non-renewal.

2. **Renewal and Extensions.** Prior to the end of any year of this contract, the Board and Administrator may mutually agree to renew or extend the employment of the Administrator for a single- or multi-year period, provided that the performance goals and indicators set forth in paragraph D.3 and Appendix A of this contract have been met. In such event, the Board shall take specific action to discontinue this contract and enter into a new contract of employment.

3. **Amendment.** Any adjustment in compensation, salary, and/or fringe benefits, or in any other term of this contract made during its life shall be in the form of a written amendment mutually agreed to, authorized, and signed by the parties and shall become a part of this contract. An amendment shall not be deemed as a new contract between the Board and the Administrator, nor shall an amendment serve to extend the termination date of this contract.

#### **F. TERMINATION**

1. **Grounds for Termination.** This employment contract may be terminated during its term by:

- a. Mutual agreement of the parties;
- b. Retirement;
- c. Resignation, provided, however, the Administrator gives the Board at least four (4) months written notice of the proposed resignation;
- d. Permanent physical or mental disability (inability to perform essential job functions with or without accommodation);
- e. Discharge for cause; or
- f. Death of the Administrator.

2. **Cause.** Throughout the term of this contract, the Administrator shall be subject to discharge for cause, which shall mean any conduct, act, or failure to act by the Administrator which is detrimental to the operations of the District as determined by the Board. 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 the reasons. If the Administrator chooses to be accompanied by legal counsel, she shall bear any costs involved. The Board hearing shall be conducted in executive session.

3. **Effects of Termination.** Nothing shall prohibit the Board from suspending the Administrator without pay pending an investigation and completion of the termination process. After the effective date of dismissal, the Administrator or any third party on his/her behalf shall not be entitled to any further payments of compensation or benefits afforded

under these contractual provisions, unless otherwise required by law.

**G. 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 has been executed in Illinois and shall be governed in accordance with the laws of the State of Illinois in all respects.
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 be binding upon and inure to the benefit of the Administrator, his heirs, executors, successors, assigns, and personal representatives, and shall be binding upon and inure to the benefit of the Board and its successors and assigns.

**IN WITNESS WHEREOF**, the parties have executed this Agreement this 21<sup>st</sup> day of March, 2016, upon formal approval by the Board at a duly convened meeting held this same date.

**Tamara Prentiss**



Administrator

**BOARD OF EDUCATION  
HINSDALE TOWNSHIP HIGH  
SCHOOL DISTRICT NO. 86,  
DUPAGE AND COOK COUNTIES,  
ILLINOIS**

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



President

**ATTEST:**



Secretary

Dr. Bruce Law  
*Superintendent  
of Schools*

Pamela Bylsma  
*Assistant Superintendent  
for Academics*

Tammy Prentiss  
*Assistant Superintendent  
for Student Services*

Domenico Maniscalco  
*Chief Human  
Resources Officer*

Bill Eagan  
*Chief Financial  
Officer*

***ASSISTANT SUPERINTENDENT for Student Services***

**APPENDIX A**

**2016 - 2017 PERFORMANCE GOALS AND INDICATORS**

**Goal 1**

The Assistant Superintendent of Student Services shall assist the Superintendent in increasing student achievement, as measured by the following indicators:

- a. Prepare recommendations for extended school day for academic interventions and course work support for at-risk students.
- b. Establish MAP baseline data and set growth targets for co-taught students in the areas of reading and math.
- c. Prepare recommendations for continuum of services for students with Individualized Education Plans.
- d. Develop a plan for inclusionary practices in special education within the electives coursework.

**Goal 2**

The Assistant Superintendent of Student Services shall assist the Superintendent in enhancing student performance and welfare, as measured by the following indicators:

- a. Develop a student discipline policy and accompanying district procedures consistent with SB100.
- b. Create a range of appropriate behavioral and non-exclusionary discipline supports to be in compliance with SB100.
- c. Establish a district parent teacher advisory committee (PTAC).
- e. Establish partnerships with community mental health and dental providers to meet needs of identified at-risk students.

**ADMINISTRATOR'S EMPLOYMENT CONTRACT**  
**July 1, 2019 – June 30, 2022**

AGREEMENT made this 15th day of October, 2018, between the **BOARD OF EDUCATION OF HINSDALE TOWNSHIP HIGH SCHOOL DISTRICT NO. 86, DU PAGE AND COOK COUNTIES, ILLINOIS** (the "Board"), and Tamara Prentiss (the "Administrator"), and hereafter collectively referred to as the "Parties."

**A. EMPLOYMENT AND COMPENSATION**

1. **Salary and Term of Employment.** The Board hereby employs the Administrator for three (3) years, commencing on July 1, 2019, and terminating on and through June 30, 2022, to serve as the Assistant Superintendent of Student Services for Hinsdale District No. 86. For the *full* contract term, the Board shall pay to the Administrator for his/her full-time services an annual salary of one-hundred seventy-nine thousand four-hundred and thirty one dollars (\$179,431), payable in equal installments in accordance with the rules of the Board governing payments of other administrative staff members in the District. As used in this contract, the term "contract year" is defined as the period commencing on July 1 of a given calendar year and continuing through June 30. The Administrator hereby accepts employment upon the terms and conditions hereinafter set forth.

2. **Teachers' Retirement System and Health Insurance Security Fund.** From the annual salary stated in paragraph A.1 of this contract, the Board shall deduct and pay on behalf of the Administrator to the State of Illinois Teachers' Retirement System (TRS) and the Teacher Health Insurance Security Fund (THIS) the Administrator's required contributions to the pension system and health fund on all reportable earnings. The Administrator shall not have any right or claim to these amounts, except as they may become available at the time of retirement or resignation from TRS or THIS. Both parties acknowledge that the Administrator did not have the option of choosing to receive the contributed amounts directly, instead of having such contributions paid by the Board to TRS and THIS, and further acknowledge that such contributions are made as a condition of employment to secure the Administrator's future services, knowledge and experience.

3. **Creditable Earnings.** The parties hereby agree that the Board makes no representations regarding the creditable earnings status with respect to any compensation received by the Administrator 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. CONDITIONS OF EMPLOYMENT**

1. **Medical Examination.** The Administrator 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 Administrator also agrees to comply with all health requirements established by law.

2. **Employment Representations.** The Administrator represents that she is not under contract with any other school district for any portion of the term covered by this contract. The Administrator also represents and confirms that all information provided in his application for employment in the District is true and correct.

3. **Criminal Background Investigation.** As a required condition of employment, the Administrator acknowledges that his employment may be immediately terminated and this contract will become null and void if any fingerprint-based criminal background investigation report reveals a prohibited conviction as set forth in the *School Code*.

4. **License.** During the term of this contract, the Administrator shall hold a valid and properly registered license and endorsements issued by the Illinois State Educator Preparation and Licensure Board qualifying him/her to act as an Administrator in the School District.

## C. **BENEFITS**

1. **Insurance.** During the term of this contract, the Board will provide the Administrator with the following benefits:

- a. A Section 125 Flexible Benefits Plan, in which the Administrator may participate and elect to apply a Board contribution of either \$13,408.12 at the single insurance coverage rate, or \$19,155.47 at the family insurance coverage rate, toward the premiums for single or family coverage under a District health coverage plan, including any dental coverage elected. To the extent the Board contribution exceeds the cost of the premiums for the health and dental coverage(s) elected, the Administrator will be paid the excess in cash, distributed over 24 pays in the 2019 Plan Year. Participation of the Administrator is subject to eligibility terms contained in the Section 125 Flexible Benefits Plan and underlying insurance and benefit plans, and to election procedures and timelines; and
- b. Group term life insurance, subject to requirements of the insurance carrier, in the amount provided to other licensed administrators in the District.

2. **Sick and Personal Leave.** The Administrator shall be granted paid sick leave days, as defined in Section 24-6 of the *School Code*, and paid personal leave days in each contract year, in the number provided to licensed administrators in the District. Sick and personal leave shall be provided in the same manner and subject to the same terms and conditions as are applicable to the licensed administrators. In no event, however, shall the number of annual sick days granted to the Administrator exceed those provided to teachers under

the District's Collective Bargaining Agreement.

3. **Annuities and Deferred Compensation.** From the annual salary stated in paragraph A.1 of this contract, the Administrator 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 an annuity product for the Administrator as described in Section 403(b) of the *Internal Revenue Code* and in the District's 403 (b) Plan, provided that the Administrator confirms that any such deferrals or reductions for purchase of annuities are within *Internal Revenue Code* limitations.

4. **Vacation.** The Administrator shall be entitled to a paid vacation of 25 work days in each contract year, provided, however, that any vacation time must be pre-approved by the Superintendent whenever possible. Vacation time is non-cumulative and must be taken within the twelve-month period or shall be forfeited and not available for use, except that up to five (5) unused vacation days may be carried over for use during the next contract year. Any such carried-over vacation days remaining at the end of that following year shall be forfeited if unused. The Administrator shall also be entitled to all legal and school holidays as designated on the official District calendar. Winter, spring, and summer recess periods shall constitute working days unless specifically scheduled and credited toward the vacation days established above. If any earned vacation days must be reimbursed to the Administrator upon her resignation from employment, the reimbursement required by law or this contract shall be made in a post-retirement payment not intended to be part of the Administrator's creditable earnings for that year.

5. **Cell Phone.** The Board has determined that, by virtue of job duties, the Administrator needs to be immediately reachable by the Board, Superintendent, and other District administrators and staff in the event of emergencies outside normal work hours and/or when the Administrator is away from the District office. Accordingly, the Board will provide the Administrator with a monthly allowance for use of his personal cell phone of One Hundred Dollars (\$100.00). The Board is providing this phone allowance for a business purpose and not for purposes of compensation of the Administrator. The Administrator may use the phone for both District and personal business in accordance with IRS guidelines.

#### D. DUTIES AND EVALUATION

1. **Duties.** The Administrator, under the direction of the Superintendent, shall have charge over their respective department as specified in the job description and in Board Policy. The Administrator shall also perform other professional duties customarily performed by an administrator and any other duties as may be assigned to the Administrator from time to time by the Superintendent or the Board. The Administrator shall be deemed to have knowledge of, and shall be expected to comply with, all policies of the Board and all administrative regulations and procedures. The Board and Superintendent reserve the right to reassign the Administrator to different duties from time to time during the term of this contract without a loss in the term of this contract or pay.

2. **Extent of Service.** The Administrator shall devote her entire time, attention, and energy to the business of the District and related professional activities. The Administrator may not undertake consultation work, speaking engagements, writing, teaching a college or university course, lecturing, or other professional duties and obligations without the authorization of the Superintendent.

3. **Evaluation.** The Administrator's performance under this contract shall be evaluated annually by the Superintendent or designee not later than **March 1<sup>st</sup>** of each contract year. The evaluation shall consider, but not be limited to, an examination of the establishment of and progress toward the Administrator's performance goals, his/her performance of assigned duties and those required under his/her job description, and his/her working relationships with the Board, Superintendent, other administrators, and the faculty, staff and community. The Superintendent or designee may also choose to annually perform a "360" evaluation of the Administrator. A written summary of the annual evaluation shall be prepared by the Superintendent or designee and given to the Administrator. Failure by the Superintendent or designee to complete an evaluation shall not preclude the Administrator's nonrenewal of this contract and/or dismissal.

#### **E. RENEWAL, EXTENSION, AND AMENDMENT OF CONTRACT**

1. **Non-Renewal.** Notice of intent not to renew this contract shall be given to the Administrator by the Board no later than **April 1<sup>st</sup>** of the year in which the contract expires.

2. **Renewal and Extensions.** Prior to the end of any year of this contract, the Board and Administrator may mutually agree to renew or extend the employment of the Administrator. In such event, the Board shall take specific action to enter into a new contract of employment.

3. **Amendment.** Any adjustment in compensation, salary, and/or fringe benefits, or in any other term of this contract made during its life shall be in the form of a written amendment mutually agreed to, authorized, and signed by the parties and shall become a part of this contract. An amendment shall not be deemed as a new contract between the Board and the Administrator, nor shall an amendment serve to extend the termination date of this contract.

#### **F. TERMINATION**

1. **Grounds for Termination.** This employment contract may be terminated during its term by:

- a. Mutual agreement of the parties;
- b. Retirement;
- c. Resignation, provided, however, the Administrator gives the Board at least ninety (90) days prior written notice of the proposed resignation;
- d. Permanent physical or mental disability (inability to perform essential job functions with or without accommodation);
- e. Discharge for cause; or
- f. Death of the Administrator.



2. **Cause.** Throughout the term of this contract, the Administrator shall be subject to discharge for cause, which shall mean any conduct, act, or failure to act by the Administrator which is detrimental to the operations of the District as determined by the Board. 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 the reasons. If the Administrator chooses to be accompanied by legal counsel, she shall bear any costs involved. The Board hearing shall be conducted in executive session.

3. **Effects of Termination.** Nothing shall prohibit the Board from suspending the Administrator without pay pending an investigation and completion of the termination process. After the effective date of dismissal, the Administrator or any third party on his/her behalf shall not be entitled to any further payments of compensation or benefits afforded under these contractual provisions, unless otherwise required by law.

4. **Resignation Damages-** If the Administrator voluntarily determines to resign from employment under this contract without providing the prior notice required under paragraph F.1.c above, she agrees to pay the Board the sum of \$10,000. These payments are understood to be calculated as liquidated damages to compensate the Board for its costs in replacing the Administrator without sufficient notice prior to the expiration of this contract. The Administrator hereby agrees and authorizes any amount owed under this provision to be deducted from the remaining pay checks owed prior to her departure from the District. If the amount owed cannot be fully deducted, the Administrator must pay the remaining sum to the School District no later than the date of his final paycheck.

## G. 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 has been executed in Illinois and shall be governed in accordance with the laws of the State of Illinois in all respects.
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 be binding upon and inure to the benefit of the Administrator, his heirs, executors, successors, assigns, and personal representatives, and shall be binding upon and inure to the benefit of the Board and its successors and assigns.

**IN WITNESS WHEREOF**, the parties have executed this Agreement this 15<sup>th</sup> day of October, 2018, upon formal approval by the Board at a duly convened meeting held this same date.

**Tamara Prentiss**

**BOARD OF EDUCATION  
HINSDALE TOWNSHIP HIGH  
SCHOOL DISTRICT NO. 86,  
DUPAGE AND COOK COUNTIES,  
ILLINOIS**



**Administrator**

By: 

**President**

**ATTEST:**



**Secretary**

### **Performance Goals**

1. Integrate student services more fully into District functions, from the program level to the student level
2. Oversee and implement activities related to the District 86 Strategic Plan
3. Evaluate the effectiveness of programs and interventions in all Special Education programs
4. Assess and identify the needs of incoming freshmen with disabilities before they begin in District 86
5. Maintain fiscal responsibility for District 86 taxpayers

**AMENDMENT NO. 1  
TO  
2016-2019 ADMINISTRATOR'S EMPLOYMENT CONTRACT  
BETWEEN  
THE BOARD OF EDUCATION OF HINSDALE TOWNSHIP HIGH SCHOOL  
DISTRICT NO. 86  
AND  
TAMARA PRENTISS**

**WHEREAS**, Tamara Prentiss (hereafter "Administrator") is currently employed as the Assistant Superintendent of Student Services by the Board of Education of Hinsdale Township High School District No. 86, DuPage and Cook Counties, Illinois (hereafter "Board") under an Employment Contract commencing on July 1, 2016, and terminating on June 30, 2019; and

**WHEREAS**, in recognition of Prentiss's undertaking since March 4, 2019, of additional administrative duties beyond her job description, the Board has determined to provide her with additional compensation for her assumption of these added responsibilities and for the extra time commitment which they have required and will continue to require through the remainder of the 2018-19 Contract term; and

**WHEREAS**, paragraph E.3 of Prentiss's Employment Contract provides that any adjustment in compensation, salary, and/or fringe benefits, or in any other term of the contract made during its life shall be in the form of a written amendment mutually agreed to, authorized, and signed by the parties and shall become a part of this contract;

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, including securing the continued additional services of Prentiss through the term of his 2018-19 Contract, the parties agree as follows:

1. A new second paragraph is hereby added to **Paragraph A.1** of Prentiss's 2018-19 Employment Contract as follows:

"In addition to the annual salary paid to the Administrator as established above in this paragraph A.1, the Board shall compensate the Administrator for her undertaking of additional administrative duties during the Contract Year since March 4, 2019, by providing her with a lump sum payment of Fifteen-Thousand Dollars (\$15,000.00). This payment shall be made to the Administrator by separate check prior to June 30, 2019, and will have deducted from the lump sum amount all required pension, tax, and other deductions."

2. All other provisions of the 2016-2019 Employment Contract shall remain in effect without modification.

**IN WITNESS WHEREOF**, the parties have executed this Amendment this 8<sup>th</sup> day of April, 2019.

**Assistant Superintendent of student Services**

**BOARD OF EDUCATION OF  
HINSDALE TOWNSHIP HIGH  
SCHOOL DISTRICT 86,  
DUPAGE AND COOK COUNTIES,  
ILLINOIS**



Tamara Prentiss

Date: 4/8/19



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

Date: 4/8/19

**ATTEST:**



Secretary

Date: 4/8/19

**AMENDMENT NO. 1  
TO  
2019-2021 ADMINISTRATOR'S EMPLOYMENT CONTRACT  
BETWEEN  
THE BOARD OF EDUCATION OF HINSDALE TOWNSHIP HIGH SCHOOL  
DISTRICT NO. 86  
AND  
Tamara Prentiss**

**WHEREAS**, Ms. Prentiss (hereafter "Administrator") is currently employed as the Superintendent by the Board of Education of Hinsdale Township High School District No. 86, DuPage and Cook Counties, Illinois (hereafter "Board") under an Employment Contract commencing on July 1, 2019, and terminating on June 30, 2021; and

**WHEREAS**, the Board has determined that Ms. Prentiss's start date as Superintendent shall be May 1, 2019. The Board will provide her with Superintendent compensation for her work beginning May 1, 2019 at the 2019-20 salary; and

**WHEREAS**, paragraph E.3 of Prentiss's Employment Contract provides that any adjustment in compensation, salary, and/or fringe benefits, or in any other term of the contract made during its life shall be in the form of a written amendment mutually agreed to, authorized, and signed by the parties and shall become a part of this contract;

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, including securing the continued additional services of Prentiss, the parties agree as follows:

1. A new second paragraph is hereby added to **Paragraph A.1** of Prentiss's 2019-2021 Employment Contract as follows:

"Ms. Prentiss shall begin as Superintendent on May 1, 2019 through June 30, 2021. Ms. Prentiss's 19-20SY annual salary of \$250,000.00 shall apply as Ms. Prentiss's daily rate as Superintendent from May 1, 2019 through June 30, 2019. The daily rate of pay from May 1, 2019 through June 30, 2019 shall be \$961.54 per day.  $\$250,000.00 / 260 \text{ work days} = \$961.54$ ."

2. All other provisions of the 2019-2021 Employment Contract shall remain in effect without modification.

**IN WITNESS WHEREOF**, the parties have executed this Amendment this 24<sup>th</sup> day of April, 2019.


**SUPERINTENDENT**



Tamara Prentiss

Date: 4/24/19

**BOARD OF EDUCATION OF  
HINSDALE TOWNSHIP HIGH  
SCHOOL DISTRICT 86,  
DUPAGE AND COOK COUNTIES,  
ILLINOIS**



By: President

Date: 4/24/19

**ATTEST:**



Secretary

Date: 4/24/19

# **SUPERINTENDENT'S MULTI-YEAR EMPLOYMENT CONTRACT**

**(July 1, 2019 – June 30, 2021)**

**AGREEMENT** made this 4th day of March 2019, between the **BOARD OF EDUCATION OF HINSDALE TOWNSHIP HIGH SCHOOL DISTRICT NO. 86, DU PAGE AND COOK COUNTIES, ILLINOIS** (the "Board"), and **TAMARA PRENTISS** (the "Superintendent"), and hereafter collectively referred to as the "Parties." This Superintendent's Multi-Year Employment Contract ("Contract") was entered into following a determination by the Board that the Superintendent successfully completed the performance goals established under her current 2016-2019 Employment Contract dated March 21, 2016 and this Contract also hereby replaces and supersedes any contract of employment in effect between the Parties as of the commencement date of this Contract as such date is set forth below in paragraph A.1.

## **A. EMPLOYMENT AND COMPENSATION**

**1. Salary and Term of Employment.** The Board hereby employs the Superintendent for a multi-year period of two (2) years, commencing on July 1, 2019, and terminating on and through June 30, 2021, at an annual base salary of Two Hundred and Fifty Thousand Dollars (\$250,000.00) to serve as the Superintendent of Schools for Hinsdale Township High School District No. 86.

The Superintendent's annual salary for the remaining Contract Year under this Contract shall be determined solely by the Board after the completion of the Superintendent's annual performance evaluation. The Parties acknowledge that the action of setting the Superintendent's future annual salary shall be in implementation of this provision of this Contract and shall not constitute or require an amendment to this Contract.

The Superintendent's annual salary shall be payable in equal installments in accordance with the rules of the Board governing payments of other administrative staff members in the District. As used in this Contract, the term "Contract Year" is defined as the period commencing on July 1 of a given calendar year and continuing through June 30 of the following calendar year. The Board retains the right to adjust the annual compensation, salary, and/or fringe benefits of the Superintendent during the term of this Contract, provided that any compensation, salary, and/or fringe benefits adjustment(s) shall not be lower than the annual compensation, salary, and fringe benefits paid to the Superintendent in the preceding Contract Year. The Superintendent hereby accepts employment upon the terms and conditions hereinafter set forth.

**2. Teachers' Retirement System and Health Insurance Security Fund.** From the annual base salary stated in paragraph A.1 of this Contract, the Board shall deduct and pay on behalf of the Superintendent to the State of Illinois Teachers' Retirement System (TRS) and the Teacher Health Insurance Security Fund (THIS) the Superintendent's required contributions to the pension system and health fund on all reportable earnings. The Superintendent shall not have



any right or claim to these amounts, except as they may become available at the time of retirement or resignation from TRS or THIS. Both parties acknowledge that the Superintendent did not have the option of choosing to receive the contributed amounts directly, instead of having such contributions paid by the Board to TRS and THIS, and further acknowledge that such contributions are made as a condition of employment to secure the Superintendent's future services, knowledge and experience.

3. **Creditable Earnings.** The parties hereby agree that the Board makes no representations regarding the creditable earnings status with respect to any compensation received by the Superintendent 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. CONDITIONS OF EMPLOYMENT**

1. **Medical Examination.** The Superintendent 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 Superintendent also agrees to comply with all health requirements established by law.

2. **Employment Representations.** The Superintendent represents that she is not under contract with any other school district for any portion of the term covered by this Contract. The Superintendent also represents and confirms that all information provided in her application for employment in the District is true and correct.

3. **License.** During the term of this Contract, the Superintendent shall hold a valid and properly registered license and endorsements issued by the Illinois State Educator Preparation and Licensure Board qualifying her to act as Superintendent in the School District.

4. **Waiver of Tenure.** The Superintendent acknowledges that, pursuant to the *School Code*, she waives all rights to tenure in the School District for the term of this multi-year Contract and any extension thereof.

## **C. BENEFITS**

1. **Insurance.** During the term of this Contract, the Board will provide the Superintendent with the following benefits:

- a. A Section 125 Flexible Benefits Plan, in which the Superintendent may participate and elect to apply a Board contribution of either \$13,408.12 at the single insurance coverage rate, or \$19,155.47 at the family insurance coverage rate, toward the premiums for single or family coverage under a District health coverage plan, including any dental coverage elected. To the extent the Board contribution exceeds the cost of the premiums for the health and dental coverage(s) elected, the Superintendent will be paid the

excess in cash, distributed over 24 pays in the Benefit Plan Year. Participation of the Superintendent is subject to eligibility terms contained in the Section 125 Flexible Benefits Plan and underlying insurance and benefit plans, and to election procedures and timelines; and

- b. Group term life insurance, subject to requirements of the insurance carrier, in the amount provided to other licensed staff in the District.

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.

**2. Vacation.** The Superintendent shall be entitled to a paid vacation of twenty-five (25) work days in each Contract Year, provided, however, that any vacation time must be pre-approved by the Board President whenever possible. Vacation time is non-cumulative and must be taken within the twelve-month period or shall be forfeited and not available for use, except that (1) up to five (5) unused vacation days may be carried over for use during the next Contract Year, *and* (2) each Contract Year, the Superintendent may exchange a maximum of five (5) unused vacation days for payment at the Superintendent's then current per diem in lieu of using said days. Any such carried-over vacation days remaining at the end of that following year shall be lost if unused. The Superintendent shall also be entitled to all legal and school holidays as designated on the official District calendar. Winter, spring, and summer recess periods shall constitute working days unless specifically scheduled and credited toward the vacation days established above. If any earned vacation days must be reimbursed to the Superintendent upon her resignation from employment, the reimbursement required by law or this Contract shall be made in a post-retirement payment not intended to be part of the Superintendent's creditable earnings for that year.

**3. Sick and Personal Leave.** The Superintendent shall be granted paid sick leave days, as defined in Section 24-6 of the *School Code*, and paid personal leave days in each Contract Year, in the number provided to licensed administrators in the District. Sick and personal leave shall be subject to the same terms and conditions as are applicable to the licensed administrators. In no event, however, shall the number of annual sick days granted to the Superintendent exceed those provided to teachers under the District's Collective Bargaining Agreement.

**4. Annuities and Deferred Compensation.** From the annual salary stated in paragraph A.1 of this Contract, the Superintendent 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 an annuity product for the Superintendent as described in Section 403(b) of the *Internal Revenue Code* and in the District's 403(b) Plan, provided that the Superintendent confirms that any such deferrals or reductions for purchase of annuities are within *Internal Revenue Code* limitations.

5. **Cell Phone.** The Board has determined that, by virtue of her job duties, the Superintendent needs to be immediately reachable by the Board and other District staff in the event of emergencies outside normal work hours and/or when the Superintendent is away from the District office. Accordingly, the Board will provide the Superintendent with a monthly allowance for use of her personal cell phone of One Hundred Dollars (\$100.00). The Board is providing this phone allowance for a business purpose and not for purposes of compensation of the Superintendent. The Superintendent may use the phone for both District and personal business in accordance with IRS guidelines.

#### **D. DUTIES AND EVALUATION**

1. **Duties.** The Superintendent shall have charge of the administration of the schools under the direction of the Board; she shall be the chief executive officer for the Board; she shall recommend the selection, retention and dismissal of, and direct and assign, teachers and other employees of the School District under her supervision; she shall organize and direct the administrative and supervisory staff; she shall make recommendations to the Board concerning the budget, building plans, location of sites, and the selection of textbooks, instructional material, and courses of study; she shall direct the keeping of all records and accounts, and aid in the making of all reports, as required by the Board; she shall recommend rules, regulations, and procedures deemed necessary for the welfare of the District; and, in general, she shall perform all other duties incident to the office of the Superintendent as the Board may delegate to her or as required by law. The Superintendent shall be deemed to have knowledge of, and shall be expected to comply with, all policies of the Board and all administrative regulations and procedures.

During the term of this contract, the Board, in its sole discretion, may assign alternate duties to and/or transfer the Superintendent to another position in the District, provided the Superintendent's contract term, salary, and benefits afforded under this contract are not reduced.

2. **Extent of Service.** The Superintendent shall devote her entire time, attention, and energy to the business of the District and related professional activities. The Superintendent may not undertake consultation work, speaking engagements, writing, teaching a college or university course, lecturing, or other professional duties and obligations without the authorization of the Board of Education. The Superintendent may not jeopardize the functioning of the District by any lengthy and conspicuous absence for such professional activities. The Superintendent may keep any remuneration received for approved professional activities.

3. **Performance Goals and Indicators.** In accordance with the requirements of the *School Code*, the Parties agree that performance goals for the Superintendent have been mutually developed and incorporated into this Contract as Appendix A for the 2019-2021 Contract term. The goals relate to student performance and academic improvement and include indicators for

the goals that shall be used by the Board to measure the Superintendent's performance. The parties agree and acknowledge that, under Illinois law, performance goals are required for a valid and enforceable multi-year agreement.

The Board shall determine whether the Superintendent has met the performance goals, using the criteria described in the goals themselves, as well as considering whether the Superintendent has exhibited the leadership, guidance and effort needed to achieve the goals. If the performance goals have been attained during the term of the contract, the Board may extend the term of this Contract as set forth in paragraph E.2 below. For each succeeding Contract Year, the Board and Superintendent will cooperatively develop new performance goals and indicators, which shall be appended to this Contract and incorporated not later than **September 1** annually.

4. **Evaluation.** The Superintendent's performance under this Contract shall be evaluated annually by the Board of Education not later than **May 1** of each Contract Year. The evaluation shall consider, but not be limited to, an examination of the establishment of and progress toward the Superintendent's performance goals, her performance of assigned duties and those required under her job description, and her working relationships with the Board, other administrators, and the faculty, staff and community. The Board may also choose to annually perform a "360" evaluation of the Superintendent. A written summary of the annual evaluation shall be prepared by the Board and given to the Superintendent. Failure by the Board to complete an annual evaluation of the Superintendent shall not preclude the nonrenewal of this Contract and/or dismissal of the Superintendent.

#### **E. RENEWAL, EXTENSION, AND AMENDMENT OF CONTRACT**

1. **Non-Renewal.** Notice of intent not to renew this Contract shall be given to the Superintendent by the Board not later than **April 1** of the year in which the Contract expires. Said notice shall be in writing and state the specific reason for non-renewal.

2. **Renewal and Extensions.** Prior to the end of any year of this Contract, the Board and Superintendent may mutually agree to renew or extend the employment of the Superintendent for a single- or multi-year period, provided that the performance goals and indicators set forth in paragraph D.3 and Appendix A of this Contract have been met. In such event, the Board shall take specific action to discontinue this Contract and enter into a new contract of employment.

3. **Amendment.** Any adjustment in compensation, salary, and/or fringe benefits, or in any other term of this Contract made during its life shall be in the form of a written amendment mutually agreed to, authorized, and signed by the parties and shall become a part of this Contract. An amendment shall not be deemed as a new contract between the Board and the Superintendent, nor shall an amendment serve to extend the termination date of this Contract.

## F. TERMINATION

1. **Grounds for Termination.** This employment Contract may be terminated during its term by:

- a. Mutual agreement of the parties;
- b. Retirement;
- c. Resignation, provided, however, the Superintendent gives the Board at least three (3) months written notice of the proposed resignation;
- d. Permanent physical or mental disability (inability to perform essential job functions with or without accommodation);
- e. Discharge for cause; or
- f. Death of the Superintendent.

2. **Cause.** Throughout the term of this Contract, the Superintendent shall be subject to discharge for cause, which shall mean any conduct, act, or failure to act by the Superintendent which is detrimental to the operations of the District as determined by the Board. Reasons for discharge for cause shall be given in writing to the Superintendent, who shall be entitled to notice and a hearing before the Board to discuss the reasons. If the Superintendent chooses to be accompanied by legal counsel, she shall bear any costs involved. The Board hearing shall be conducted in executive session.

3. **Effects of Termination.** Nothing shall prohibit the Board from suspending the Superintendent without pay pending an investigation and completion of the termination process. After the effective date of dismissal, the Superintendent or any third party on her behalf shall not be entitled to any further payments of compensation or benefits afforded under these contractual provisions, unless otherwise required by law.

4. **Resignation Damages.** If the Superintendent voluntarily resigns from employment under this Contract without providing the prior notice required under paragraph F.1.c above, she agrees to pay the Board the sum of \$10,000.00. These payments are understood to be calculated as liquidated damages to compensate the Board for its costs in replacing the Superintendent without sufficient notice prior to the expiration of this Contract. The Superintendent hereby agrees and authorizes any amount owed under this provision to be deducted from the remaining paychecks owed her prior to her departure from the District. If the amount owed cannot be fully deducted, the Superintendent must pay the remaining sum to the School District no later than the date of her final paycheck.

## G. 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 Superintendent 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 all respects.

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 be binding upon and inure to the benefit of the Superintendent, her heirs, executors, successors, assigns, and personal representatives, and shall be binding upon and inure to the benefit of the Board and its successors and assigns.

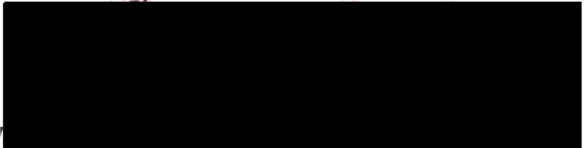
**IN WITNESS WHEREOF**, the parties have executed this Agreement this 4th day of March 2019, upon formal approval by the Board at a duly convened meeting held this same date.

**TAMARA PRENTISS**



**Superintendent**

**BOARD OF EDUCATION  
HINSDALE TOWNSHIP HIGH  
SCHOOL DISTRICT NO. 86,  
DUPAGE AND COOK COUNTIES,  
ILLINOIS**

By 

**President**

**ATTEST:**



**Secretary**

## APPENDIX A

### Superintendent Performance Goals 2019-2021 Employment Contract

The following performance goals relate to student performance and academic improvement and include indicators for the goals that shall be used by the Superintendent and Board to measure the Superintendent's performance. As an indicator of the Superintendent's success in completing these goals, the Superintendent shall provide the Board with an annual report.

1. Coordinate, oversee and effectively shepherd all of the goal groups involved in implementing the District's strategic plan.
2. Work toward achieving equity between the two schools in:
  - a. Curriculum Opportunities;
  - b. Instruction; and
  - c. Student Discipline.
3. Develop and implement a comprehensive communication plan for all stakeholders.
4. Continued transparency in District management.
5. Develop a system by which we define and measure customer satisfaction (all stakeholders) of our schools and coordinate identified opportunities for improvement with Goal Champions and members of the strategic plan.

# ADMINISTRATOR'S EMPLOYMENT CONTRACT

August 1, 2018 – June 30, 2020

AGREEMENT made this 9th day of July, 2018, between the **BOARD OF EDUCATION OF HINSDALE TOWNSHIP HIGH SCHOOL DISTRICT NO. 86, DU PAGE AND COOK COUNTIES, ILLINOIS** (the "Board"), and Carol Baker (the "Administrator"), and hereafter collectively referred to as the "Parties:"

## A. EMPLOYMENT AND COMPENSATION

1. **Salary and Term of Employment.** The Board hereby employs the Administrator for two (2) years, commencing on August 1, 2018, and terminating on and through June 30, 2020, to serve as the Assistant Superintendent of Academics / Chief Academic Officer for Hinsdale District No. 86. For the *full* contract term, the Board shall pay to the Administrator for his/her full-time services an annual salary of one-hundred eighty-three thousand dollars (\$183,000.00), payable in equal installments in accordance with the rules of the Board governing payments of other administrative staff members in the District. **The District shall pro-rate the 18-19 school year annual salary to one-hundred sixty seven thousand five hundred and sixteen dollars (\$167,516.00) based on an August 1, 2018 start date.** As used in this contract, the term "contract year" is defined as the period commencing on July 1 of a given calendar year and continuing through June 30. The Administrator hereby accepts employment upon the terms and conditions hereinafter set forth.

2. **Teachers' Retirement System and Health Insurance Security Fund.** From the annual salary stated in paragraph A.1 of this contract, the Board shall deduct and pay on behalf of the Administrator to the State of Illinois Teachers' Retirement System (TRS) and the Teacher Health Insurance Security Fund (THIS) the Administrator's required contributions to the pension system and health fund on all reportable earnings. The Administrator shall not have any right or claim to these amounts, except as they may become available at the time of retirement or resignation from TRS or THIS. Both parties acknowledge that the Administrator did not have the option of choosing to receive the contributed amounts directly, instead of having such contributions paid by the Board to TRS and THIS, and further acknowledge that such contributions are made as a condition of employment to secure the Administrator's future services, knowledge and experience.

3. **Creditable Earnings.** The parties hereby agree that the Board makes no representations regarding the creditable earnings status with respect to any compensation received by the Administrator 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. CONDITIONS OF EMPLOYMENT



1. **Medical Examination.** The Administrator 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 Administrator also agrees to comply with all health requirements established by law.

2. **Employment Representations.** The Administrator represents that she is not under contract with any other school district for any portion of the term covered by this contract. The Administrator also represents and confirms that all information provided in his application for employment in the District is true and correct.

3. **Criminal Background Investigation.** As a required condition of employment, the Administrator acknowledges that his employment may be immediately terminated and this contract will become null and void if any fingerprint-based criminal background investigation report reveals a prohibited conviction as set forth in the *School Code*.

4. **License.** During the term of this contract, the Administrator shall hold a valid and properly registered license and endorsements issued by the Illinois State Educator Preparation and Licensure Board qualifying him/her to act as an Administrator in the School District.

## C. **BENEFITS**

1. **Insurance.** During the term of this contract, the Board will provide the Administrator with the following benefits:

- a. A Section 125 Flexible Benefits Plan, in which the Administrator may participate and elect to apply a Board contribution of either \$13,408.12 at the single insurance coverage rate, or \$19,155.47 at the family insurance coverage rate, toward the premiums for single or family coverage under a District health coverage plan, including any dental coverage elected. To the extent the Board contribution exceeds the cost of the premiums for the health and dental coverage(s) elected, the Administrator will be paid the excess in cash, distributed over 24 pays in the 2018 Plan Year. Participation of the Administrator is subject to eligibility terms contained in the Section 125 Flexible Benefits Plan and underlying insurance and benefit plans, and to election procedures and timelines; and
- b. Group term life insurance, subject to requirements of the insurance carrier, in the amount provided to other licensed administrators in the District.

2. **Sick and Personal Leave.** The Administrator shall be granted paid sick leave days, as defined in Section 24-6 of the *School Code*, and paid personal leave days in each contract year, in the number provided to licensed administrators in the District. Sick and personal leave shall be provided in the same manner and subject to the same terms and

conditions as are applicable to the licensed administrators. In no event, however, shall the number of annual sick days granted to the Administrator exceed those provided to teachers under the District's Collective Bargaining Agreement.

3. **Annuities and Deferred Compensation.** From the annual salary stated in paragraph A.1 of this contract, the Administrator 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 an annuity product for the Administrator as described in Section 403(b) of the *Internal Revenue Code* and in the District's 403 (b) Plan, provided that the Administrator confirms that any such deferrals or reductions for purchase of annuities are within *Internal Revenue Code* limitations.

4. **Vacation.** The Administrator shall be entitled to a paid vacation of 25 work days in each contract year, provided, however, that any vacation time must be pre-approved by the Superintendent whenever possible. Vacation time is non-cumulative and must be taken within the twelve-month period or shall be forfeited and not available for use, except that up to five (5) unused vacation days may be carried over for use during the next contract year. Any such carried-over vacation days remaining at the end of that following year shall be forfeited if unused. The Administrator shall also be entitled to all legal and school holidays as designated on the official District calendar. Winter, spring, and summer recess periods shall constitute working days unless specifically scheduled and credited toward the vacation days established above. If any earned vacation days must be reimbursed to the Administrator upon her resignation from employment, the reimbursement required by law or this contract shall be made in a post-retirement payment not intended to be part of the Administrator's creditable earnings for that year.

5. **Cell Phone.** The Board has determined that, by virtue of job duties, the Administrator needs to be immediately reachable by the Board, Superintendent, and other District administrators and staff in the event of emergencies outside normal work hours and/or when the Administrator is away from the District office. Accordingly, the Board will provide the Administrator with a monthly allowance for use of his personal cell phone of One Hundred Dollars (\$100.00). The Board is providing this phone allowance for a business purpose and not for purposes of compensation of the Administrator. The Administrator may use the phone for both District and personal business in accordance with IRS guidelines.

#### **D. DUTIES AND EVALUATION**

1. **Duties.** The Administrator, under the direction of the Superintendent, shall have charge over their respective department as specified in the job description and in Board Policy. The Administrator shall also perform other professional duties customarily performed by an administrator and any other duties as may be assigned to the Administrator from time to time by the Superintendent or the Board. The Administrator shall be deemed to have knowledge of, and shall be expected to comply with, all policies of the Board and all administrative regulations and procedures. The Board and Superintendent reserve the right to reassign the Administrator to different duties from time to time during the term of this contract without a loss in the term of

this contract or pay.

2. **Extent of Service.** The Administrator shall devote her entire time, attention, and energy to the business of the District and related professional activities. The Administrator may not undertake consultation work, speaking engagements, writing, teaching a college or university course, lecturing, or other professional duties and obligations without the authorization of the Superintendent.

3. **Evaluation.** The Administrator's performance under this contract shall be evaluated annually by the Superintendent or designee not later than **March 1<sup>st</sup>** of each contract year. The evaluation shall consider, but not be limited to, an examination of the establishment of and progress toward the Administrator's performance goals, his/her performance of assigned duties and those required under his/her job description, and his/her working relationships with the Board, Superintendent, other administrators, and the faculty, staff and community. The Superintendent or designee may also choose to annually perform a "360" evaluation of the Administrator. A written summary of the annual evaluation shall be prepared by the Superintendent or designee and given to the Administrator. Failure by the Superintendent or designee to complete an evaluation shall not preclude the Administrator's nonrenewal of this contract and/or dismissal.

#### **E. RENEWAL, EXTENSION, AND AMENDMENT OF CONTRACT**

1. **Non-Renewal.** Notice of intent not to renew this contract shall be given to the Administrator by the Board no later than **April 1<sup>st</sup>** of the year in which the contract expires.

2. **Renewal and Extensions.** Prior to the end of any year of this contract, the Board and Administrator may mutually agree to renew or extend the employment of the Administrator. In such event, the Board shall take specific action to enter into a new contract of employment.

3. **Amendment.** Any adjustment in compensation, salary, and/or fringe benefits, or in any other term of this contract made during its life shall be in the form of a written amendment mutually agreed to, authorized, and signed by the parties and shall become a part of this contract. An amendment shall not be deemed as a new contract between the Board and the Administrator, nor shall an amendment serve to extend the termination date of this contract.

#### **F. TERMINATION**

1. **Grounds for Termination.** This employment contract may be terminated during its term by:

- a. Mutual agreement of the parties;
- b. Retirement;
- c. Resignation, provided, however, the Administrator gives the Board at least ninety (90) days prior written notice of the proposed resignation;
- d. Permanent physical or mental disability (inability to perform essential job functions with or without accommodation);

- e. Discharge for cause; or
- f. Death of the Administrator.

2. **Cause.** Throughout the term of this contract, the Administrator shall be subject to discharge for cause, which shall mean any conduct, act, or failure to act by the Administrator which is detrimental to the operations of the District as determined by the Board. 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 the reasons. If the Administrator chooses to be accompanied by legal counsel, she shall bear any costs involved. The Board hearing shall be conducted in executive session.

3. **Effects of Termination.** Nothing shall prohibit the Board from suspending the Administrator without pay pending an investigation and completion of the termination process. After the effective date of dismissal, the Administrator or any third party on his/her behalf shall not be entitled to any further payments of compensation or benefits afforded under these contractual provisions, unless otherwise required by law.

4. **Resignation Damages-** If the Administrator voluntarily determines to resign from employment under this contract without providing the prior notice required under paragraph F.1.c above, she agrees to pay the Board the sum of \$10,000. These payments are understood to be calculated as liquidated damages to compensate the Board for its costs in replacing the Administrator without sufficient notice prior to the expiration of this contract. The Administrator hereby agrees and authorizes any amount owed under this provision to be deducted from the remaining pay checks owed prior to her departure from the District. If the amount owed cannot be fully deducted, the Administrator must pay the remaining sum to the School District no later than the date of his final paycheck.

## G. 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 has been executed in Illinois and shall be governed in accordance with the laws of the State of Illinois in all respects.
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 be binding upon and inure to the benefit of the Administrator, his heirs, executors, successors, assigns, and personal representatives, and shall be binding upon and inure to the benefit of the Board and its successors and assigns.

**IN WITNESS WHEREOF**, the parties have executed this Agreement this 9<sup>th</sup> day of July, 2018, upon formal approval by the Board at a duly convened meeting held this same date.

**Carol Baker**



**Administrator**

**BOARD OF EDUCATION  
HINSDALE TOWNSHIP HIGH  
SCHOOL DISTRICT NO. 86,  
DUPAGE AND COOK COUNTIES,  
ILLINOIS**

By: 

**President**

**ATTEST:**



**Secretary**

## **18-19 School Year**

### **Performance Goals**

1. Use longitudinal MAP and SAT assessment data to identify content and skills areas in which incoming freshmen must increase their levels of high school readiness.
2. Use data to increase graduating students' readiness for college and careers.
3. Work with feeder school and high school administration and staff to develop and implement plans to address the deficiencies in all academic areas.
4. Work with District 86 administration and staff in developing and implementing a comprehensive assessment literacy program that will support and advance student learning.
5. Work with high school administration to develop new courses to create new academic opportunities for all students.
6. Evaluate effectiveness of academic programs and interventions.
7. Work toward greater curriculum equity.
8. Oversee and implement activities related to the District 86 Strategic Plan.
9. Maintain fiscal responsibility for District 86 taxpayers.