

**ADMINISTRATOR'S EMPLOYMENT CONTRACT**  
**(July 1, 2018 – June 30, 2021)**

**AGREEMENT** made this 20<sup>th</sup> day of November, 2017, between the **BOARD OF EDUCATION OF HINSDALE TOWNSHIP HIGH SCHOOL DISTRICT NO. 86, DU PAGE AND COOK COUNTIES, ILLINOIS** (the "Board"), and **DOMENICO MANISCALCO** (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 his current Employment Contract dated June 1, 2015:

**A. EMPLOYMENT AND COMPENSATION**

**1. Salary and Term of Employment.** The Board hereby employs the Administrator for a multi-year period of three (3) years, commencing on July 1, 2018, and terminating on and through June 30, 2021, to serve as the Chief Human Resources Officer of District No. 86. For the 2018-2019 contract year, the Board shall pay to the Administrator for his full-time services a base salary of One Hundred Sixty-Seven Thousand Three Hundred Forty-Seven and 29/100ths Dollars (\$167,347.29), 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 until 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. Illinois Municipal Retirement 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 Illinois Municipal Retirement Fund ("IMRF") the Administrator's required contributions to the pension system 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 IMRF. 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 IMRF, 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 IMRF issues shall be made by IMRF 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 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*.

## C. BENEFITS

1. **Insurance.** During the term of this contract, and at its expense, 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 the Board contribution established for either the single insurance coverage rate, or 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 applicable 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 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 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.

**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.

**5. Cell Phone.** The Board has determined that, by virtue of his 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, PERFORMANCE GOALS, AND EVALUATION**

1. **Duties.** The Administrator, under the direction of the Superintendent, shall have charge of the human resource functions of the District as specified in the job description of the Chief Human Resource Officer and in Board Policy. The Administrator shall also perform other professional duties customarily performed by an administrator of human resources 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 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. **Performance Goals and Indicators.** The parties agree that performance goals for the Administrator have been mutually developed for the term of this contract and are incorporated into this contract as Appendix A. The Superintendent and Administrator will cooperatively develop indicators for the performance goals each contract year, which indicators shall be appended to this contract and incorporated not later than September 1 annually. 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 and their indicators, 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, the Board may extend the term of this contract as set forth in paragraph E.2 below.

4. **Evaluation.** The Administrator's performance under this contract shall be evaluated annually by the Superintendent or designee not later than March 1 of each contract year. However, in the final contract year, the Administrator shall be evaluated no later than December 1. The evaluation shall consider, but not be limited to, an examination of the establishment of and progress toward the Administrator's performance goals, his administration of personnel and other duties required under his job description, and his working relationships with the Board, Superintendent, other administrators, and the faculty, staff and community. The parties shall also consider the Administrator's salary for the next year of the contract. 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 dismissal or nonrenewal of this contract.

## **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 by February 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 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, he 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 or the completion of a termination process. After the effective date of dismissal, the Administrator or any third party on his 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, he 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 him prior to his 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 20<sup>th</sup> day of November, 2017, upon formal approval by the Board at a duly convened meeting held this same date.

**DOMENICO MANISCALCO**

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

\_\_\_\_\_  
**Administrator**

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

**ATTEST:**

\_\_\_\_\_  
**Secretary**

## **APPENDIX A**

### **2018-2021 Administrator's Performance Goals (Employment Contract of Chief Human Resources Officer)**

The following performance goals relate to improvements in personnel functions that will assist in the District's student achievement and academic performance. Indicators for each of the following performance goals will be prepared annually as set forth in paragraph D.3 of the contract and will be used by the Superintendent and Board to measure the Chief Human Resources Officer's performance:

The Chief Human Resources Officer will

1. Maintain employee retention rates by managing effective labor and employee relations
2. Develop succession planning strategies for key positions
3. Create new initiatives to foster diversity and inclusion in hiring and employee relations
4. Increase organizational knowledge in the areas of insurance and compliance
5. Maintain fiscal responsibility for District 86 taxpayers
6. Improve professional development for administrators by creating a systematic program that also provides improved onboarding of newly hired administrators



## Hinsdale Township High School District 86

### Pay History Report

Fiscal Year: 2020-2021

From Date: 01/01/2019      To Date: 12/31/2019

Posted Periods Only

Name of Employee	SSN	Employee ID	HOURS		INCOME		DEDUCTIONS EMPLOYEE			
Description			Reg	O/T	Regular	Overtime	Description:	Amount	Match	Net Amount

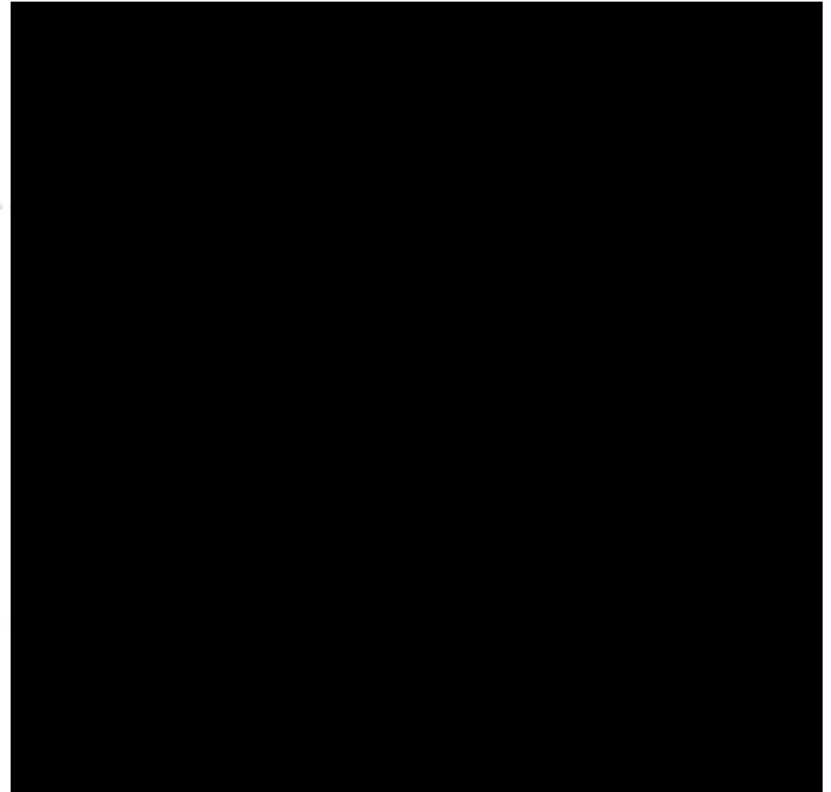
### Employee Totals

MANISCALCO, DOMENICO

**Pay Source Totals**

125 STIPEND	\$0.00	0.00	0.00	\$17,357.13	\$0.00
CELL PHONE STIPEND	\$0.00	0.00	0.00	\$1,200.00	\$0.00
CHIEF HR OFFICER	\$87.29	1957.50	0.00	\$172,656.00	\$0.00
DEFERRED COMP	\$0.00	0.00	0.00	\$1,744.52	\$0.00
<b>Totals:</b>		1957.50	0.00	\$192,957.65	\$0.00

**Deduction Totals**



Transaction Type	Units	From	To
Used	23.0000	7/1/2020	7/31/2020
Used	21.0000	8/3/2020	8/31/2020