

**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 24th day of April, 2019.

SUPERINTENDENT

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

Tamara Prentiss

By: _____
President

Date: _____

Date: _____

ATTEST:

Secretary

Date: _____

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

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

Superintendent

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.

SUPERINTENDENT'S MULTI-YEAR EMPLOYMENT CONTRACT

(July 1, 2021 – June 30, 2024)

AGREEMENT made this 19th day of November 2020 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 2019-2021 Employment Contract 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 three (3) years, commencing on July 1, 2021, and terminating on and through June 30, 2024.

The Board on or before **July 1, 2021** shall establish the Superintendent’s annual salary for the 2021-2022 Contract Year, and such salary shall not be less than the Superintendent’s annual salary for the 2020-2021 Contract Year. The Superintendent’s annual salary for the remaining Contract Years 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 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 \$14,257.19 at the single insurance coverage rate, or \$20,367.42 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 lost 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. In the event that the Superintendent is unable to use her vacations days due to a District crisis (e.g. global pandemic or national health crises), the Board President may authorize the Superintendent to exchange more than five (5) unused vacation days for payment at the Superintendent's then current per diem in lieu of using said days. Any 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 the Superintendent's performance goals for the 2021-2022 Contract Year shall be mutually developed and incorporated into this Contract by June 30, 2021, and shall be attached hereto as Appendix A. 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 this 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 **June 30** of each Contract Year, with the exception that in the final year of this Contract such evaluation shall be completed no later than **March 1**. 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 by dates established above shall not preclude the nonrenewal of this Contract and/or dismissal of the Superintendent nor shall it constitute a waiver of the evaluation for that performance period or any period in the future.

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 19th day of November 2020, 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**

Superintendent

By: _____
President

ATTEST:

Secretary

APPENDIX A

**Superintendent Performance Goals
2021-2022**

INSERT GOALS PRIOR TO JULY 1, 2021