

# **ADMINISTRATOR'S EMPLOYMENT CONTRACT**

## **(July 1, 2021 – June 30, 2023)**

**AGREEMENT** made this 17th day of December, 2020, between the **BOARD OF EDUCATION OF HINSDALE TOWNSHIP HIGH SCHOOL DISTRICT NO. 86, DU PAGE AND COOK COUNTIES, ILLINOIS** (the "Board"), and **Keith Bockwoldt** (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 a multi-year period of two (2) years, commencing on July 1, 2021, and terminating on and through June 30, 2023, to serve as the District's Chief Information Officer ("CIO"). 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 on or before **July 1, 2021** shall establish the Administrator's annual salary for the 2021-2022 Contract Year, and such salary shall not be less than the Administrator's annual salary for the 2020-2021 Contract Year. The Administrator's annual salary for the remaining Contract Years under this Contract shall be determined solely by the Board after the completion of the Administrator's annual performance evaluation. The Parties acknowledge that the action of setting the Administrator'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 Administrator'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. 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.

## **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 \$14,257.19, or the family insurance coverage rate \$20,367.42, 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 or 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 IMRF 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-five (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 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. In addition, the Board shall make an annual non-elective employer contribution for each Contract Year on behalf of the Administrator in the amount 2.0% of the annual salary stated in paragraph A.1 of this Contract toward a 457(b) qualified deferred compensation plan. The Administrator shall not be offered a cash benefit for this non-elective contribution.

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 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 Superintendent 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 of the CIO functions of the District as specified in the job description of the Chief Information Officer and in Board Policy. The Administrator shall also perform other professional duties customarily performed by an administrator of the IT office 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.** In accordance with the requirements of the *School Code*, the Parties agree that the Administrator'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. For each succeeding Contract Year, the Superintendent 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. 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 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

Superintendent by the Board by **April 1** of the year in which this 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 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 and completion of the 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 resigns 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 \$10,000.00. 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 paychecks 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.

**[SIGNATURE PAGE TO FOLLOW]**

**IN WITNESS WHEREOF**, the Parties have executed this Agreement this 17th day of December, 2020, upon formal approval by the Board at a duly convened meeting held this same date.

**Keith Bockwoldt**

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

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

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

**ATTEST:**

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

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**AMENDMENT TO THE EMPLOYMENT CONTRACT  
BETWEEN THE BOARD OF EDUCATION OF HINSDALE TOWNSHIP HIGH  
SCHOOL DISTRICT NO. 86 AND BOCKWOLDT KEITH**

**THIS AMENDMENT** is entered into between the Board of Education of Hinsdale Township High School District No. 86, DuPage and Cook Counties, Illinois (“Board”), and Keith Bockwoldt (“Administrator”), this 22<sup>nd</sup> day of April, 2021.

**WITNESSETH:**

**WHEREAS**, the Administrator and the Board entered into an Employment Agreement (“Agreement”) commencing on July 1, 2021; and

**WHEREAS**, the Parties mutually desire to modify the Agreement by written amendment to reflect the below changes;

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the Parties agree as follows:

1. The recitals set forth above are incorporated into this Amendment as if set forth specifically herein.
2. Pursuant to Section A.1, *Salary and Term of Employment*, of the Agreement, the base annual salary for the Administrator for the 2021-2022 Contract Year shall be ONE HUNDRED AND EIGHTY THOUSAND NINE HUNDRED THIRTY-FIVE DOLLARS SEVENTY-NINE CENTS (\$180,935.79).
3. Section D.3, *Performance Goals and Indicators*, shall be replaced with the following provision:

**3. Performance Goals and Indicators.**

- a) **School Code Performance Goals:** This Contract is a performance-based contract linked to student performance and academic improvement of the District for those buildings and operations of the District over which the Administrator has supervisory authority. The Administrator shall strive to meet the goals outlined in this paragraph during the term of this Contract.

Annually the Administrator will assist the Superintendent to (a) evaluate the technology program; (b) review the educational technology, computer, network, telecom, software and information management services; and (c) report to the Superintendent his/her findings as to (i) the Technology Services’ departments performance and (ii) recommendations, if any, for changes as a result of the Administrator’s evaluation of the Technology Services department.

The presentation of the report to the Superintendent shall constitute the achievement of the goals and indicators of student performance and academic improvement as required by this Contract and Section 10-23.8a of the *School*



Code.

- b) **Additional Performance Goals.** Annually, the Superintendent shall establish additional performance goals and indicators for the Administrator. Such goals shall be provided to the Administrator in writing by September 1 of each Contract Year. The additional goals are not intended to be performance goals within the meaning of the Section 10-23.8a of the *School Code*.

The Superintendent shall determine whether the Administrator has met the additional performance goals using the criteria described in the goals themselves, as well as Superintendent’s own judgment as to whether the Administrator has exhibited the leadership, guidance and effort needed to achieve the goals. The Superintendent shall make this determination after the completion of the evaluation of the Administrator required by paragraph D.4 of this Contract.

- 4. All other provisions of the Agreement shall remain in full force and effect as written.

**IN WITNESS WHEREOF**, the Parties have executed this Amendment this 22<sup>ND</sup> day of April, 2021.

**BOCKWOLDT KEITH**

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

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

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

**Its: President**

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**ATTEST:**

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

**Its: Secretary**

**Date:** \_\_\_\_\_

# **ADMINISTRATOR'S EMPLOYMENT CONTRACT**

## **July 1, 2021 – June 30, 2024**

**AGREEMENT** made this 17th day of December, 2020, between the **BOARD OF EDUCATION OF HINSDALE TOWNSHIP HIGH SCHOOL DISTRICT NO. 86, DU PAGE AND COOK COUNTIES, ILLINOIS** (the "Board"), and **CHRISTOPHER COVINO** (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 a multi-year period of three (3) years, commencing on July 1, 2021, and terminating on and through June 30, 2024, to serve as the District's Assistant Superintendent of Academics. 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 on or before **July 1, 2021**, shall establish the Administrator's annual salary for the 2021-2022 Contract Year, and such salary shall not be less than the Administrator's annual salary for the 2020-2021 Contract Year. The Administrator's annual salary for the remaining Contract Years under this Contract shall be determined solely by the Board after the completion of the Administrator's annual performance evaluation. The Parties acknowledge that the action of setting the Administrator'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 Administrator'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. 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 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. **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 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 the Board contribution established for either the single insurance coverage rate \$14,257.19, or the family insurance coverage rate \$20,367.42, 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 or 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 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. 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. In addition, the Board shall make an annual non-elective employer contribution for each Contract Year on behalf of the Administrator in the amount 2.0% of the annual salary stated in paragraph A.1 of this Contract toward a 457(b) qualified deferred compensation plan. The Administrator shall not be offered a cash benefit for this non-elective contribution.

**4. Vacation.** The Administrator 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 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.

**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 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 Superintendent 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 his 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 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.** In accordance with the requirements of the *School Code*, the Parties agree that the Administrator'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. For each succeeding Contract Year, the Superintendent 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. 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 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 **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 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 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 and completion of the 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 resigns 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 \$10,000.00. 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 paychecks 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.

**[SIGNATURE PAGE TO FOLLOW]**

**IN WITNESS WHEREOF**, the Parties have executed this Agreement this 17th day of December, 2020, upon formal approval by the Board at a duly convened meeting held this same date.

**Christopher Covino**

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

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

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

**ATTEST:**

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

683559\_1



**AMENDMENT TO THE EMPLOYMENT CONTRACT  
BETWEEN THE BOARD OF EDUCATION OF HINSDALE TOWNSHIP HIGH  
SCHOOL DISTRICT NO. 86 AND CHRISTOPHER COVINO**

**THIS AMENDMENT** is entered into between the Board of Education of Hinsdale Township High School District No. 86, DuPage and Cook Counties, Illinois (“Board”), and Christopher Covino (“Administrator”), this 22<sup>nd</sup> day of April, 2021.

**WITNESSETH:**

**WHEREAS**, the Administrator and the Board entered into an Employment Agreement (“Agreement”) commencing on July 1, 2021; and

**WHEREAS**, the Parties mutually desire to modify the Agreement by written amendment to reflect the below changes;

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the Parties agree as follows:

1. The recitals set forth above are incorporated into this Amendment as if set forth specifically herein.
2. Pursuant to Section A.1, *Salary and Term of Employment*, of the Agreement, the base annual salary for the Administrator for the 2021-2022 Contract Year shall be ONE HUNDRED EIGHTY-FOUR THOUSAND ONE HUNDRED FORTY Dollars (\$184,140.00).
3. Section D.3, *Performance Goals and Indicators*, shall be replaced with the following provision:

**3. Performance Goals and Indicators.**

- a) **School Code Performance Goals:** This Contract is a performance-based contract linked to student performance and academic improvement of the District for those buildings and operations of the District over which the Administrator has supervisory authority. The Administrator shall strive to meet the goals outlined in this paragraph during the term of this Contract.

Annually, the Administrator will (a) evaluate student performance, which shall include but not be limited to student performance on standardized tests, completion of the curriculum, attendance and dropout rates; (b) review the curriculum and instructional services; and (c) report to the Superintendent his/her findings as to (i) student performance and (ii) recommendations, if any, for curriculum or instructional changes as a result of the Administrator’s evaluation of student performance.

The presentation of the report to the Superintendent shall constitute the achievement of the goals and indicators of student performance and academic improvement as required by this Contract and Section 10-23.8a of the *School Code*.

- b) **Additional Performance Goals.** Annually, the Superintendent shall establish additional performance goals and indicators for the Administrator. Such goals shall be provided to the Administrator in writing by September 1 of each Contract Year. The additional goals are not intended to be performance goals within the meaning of the Section 10-23.8a of the *School Code*.

The Superintendent shall determine whether the Administrator has met the additional performance goals using the criteria described in the goals themselves, as well as Superintendent's own judgment as to whether the Administrator has exhibited the leadership, guidance and effort needed to achieve the goals. The Superintendent shall make this determination after the completion of the evaluation of the Administrator required by paragraph D.4 of this Contract.

- 4. All other provisions of the Agreement shall remain in full force and effect as written.

IN WITNESS WHEREOF, the Parties have executed this Amendment this 22<sup>ND</sup> day of April 2021.

**CHRISTOPHER COVINO**

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

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

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_  
Its: **Secretary**

Date: \_\_\_\_\_

# **ADMINISTRATOR'S EMPLOYMENT CONTRACT**

## **(July 1, 2021 – June 30, 2024)**

**AGREEMENT** made this 17th day of December, 2020, between the **BOARD OF EDUCATION OF HINSDALE TOWNSHIP HIGH SCHOOL DISTRICT NO. 86, DU PAGE AND COOK COUNTIES, ILLINOIS** (the "Board"), and **Christopher Jasculca** (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 a multi-year period of three (3) years, commencing on July 1, 2021, and terminating on and through June 30, 2024, to serve as the District's Director of Communications. 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 on or before **July 1, 2021**, shall establish the Administrator's annual salary for the 2021-2022 Contract Year, and such salary shall not be less than the Administrator's annual salary for the 2020-2021 Contract Year. The Administrator's annual salary for the remaining Contract Years under this Contract shall be determined solely by the Board after the completion of the Administrator's annual performance evaluation. The Parties acknowledge that the action of setting the Administrator'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 Administrator'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. 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 further 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.

## **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 the Board contribution established for either the single insurance coverage rate \$14,257.19, or the family insurance coverage rate \$20,367.42, 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 or 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 IMRF 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-five (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 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. In addition, the Board shall make an annual non-elective employer contribution for each Contract Year on behalf of the Administrator in the amount 2.0% of the annual salary stated in paragraph A.1 of this Contract toward a 457(b) qualified deferred compensation plan. The Administrator shall not be offered a cash benefit for this non-elective contribution.

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 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 Superintendent 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 his 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 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.** In accordance with the requirements of the *School Code*, the Parties agree that the Administrator'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. For each succeeding Contract Year, the Superintendent 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. 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 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 **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 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 and completion of the 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 resigns 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 \$10,000.00. 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 paychecks 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.

**[SIGNATURE PAGE TO FOLLOW]**



**IN WITNESS WHEREOF**, the Parties have executed this Agreement this 17th day of December, 2020, upon formal approval by the Board at a duly convened meeting held this same date.

**Christopher Jасulca**

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

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

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

**ATTEST:**

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

681991\_1

**AMENDMENT TO THE EMPLOYMENT CONTRACT  
BETWEEN THE BOARD OF EDUCATION OF HINSDALE TOWNSHIP HIGH  
SCHOOL DISTRICT NO. 86 AND CHRISTOPHER JASCULCA**

**THIS AMENDMENT** is entered into between the Board of Education of Hinsdale Township High School District No. 86, DuPage and Cook Counties, Illinois (“Board”), and Christopher Jasculca (“Administrator”), this 22 day of April, 2021.

**WITNESSETH:**

**WHEREAS**, the Administrator and the Board entered into an Employment Agreement (“Agreement”) commencing on July 1, 2021; and

**WHEREAS**, the Parties mutually desire to modify the Agreement by written amendment to reflect the below changes;

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the Parties agree as follows:

1. The recitals set forth above are incorporated into this Amendment as if set forth specifically herein.
2. Pursuant to Section A.1, *Salary and Term of Employment*, of the Agreement, the base annual salary for the Administrator for the 2021-2022 Contract Year shall be ONE HUNDRED FORTY THOUSAND SEVEN HUNDRED AND TWENTY-NINE DOLLARS (\$140,729.00).
3. Section D.3, *Performance Goals and Indicators*, shall be replaced with the following provision:

**3. Performance Goals and Indicators.**

- a) **School Code Performance Goals:** This Contract is a performance-based contract linked to student performance and academic improvement of the District for those buildings and operations of the District over which the Administrator has supervisory authority. The Administrator shall strive to meet the goals outlined in this paragraph during the term of this Contract.

Annually the Administrator will assist the Superintendent to (a) evaluate the communication operations; (b) review the communication services; and (c) report to the Superintendent his/her findings as to (i) the communications department’s performance and (ii) recommendations, if any, for changes as a result of the Administrator’s evaluation of the communicationx department.

The presentation of the report to the Superintendent shall constitute the

achievement of the goals and indicators of student performance and academic improvement as required by this Contract and Section 10-23.8a of the *School Code*.

- b) **Additional Performance Goals.** Annually, the Superintendent shall establish additional performance goals and indicators for the Administrator. Such goals shall be provided to the Administrator in writing by September 1 of each Contract Year. The additional goals are not intended to be performance goals within the meaning of the Section 10-23.8a of the *School Code*.

The Superintendent shall determine whether the Administrator has met the additional performance goals using the criteria described in the goals themselves, as well as Superintendent’s own judgment as to whether the Administrator has exhibited the leadership, guidance and effort needed to achieve the goals. The Superintendent shall make this determination after the completion of the evaluation of the Administrator required by paragraph D.4 of this Contract.

- 4. All other provisions of the Agreement shall remain in full force and effect as written.

IN WITNESS WHEREOF, the Parties have executed this Amendment this 22 day of April 2021.

**CHRISTOPHER JASCULCA**

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

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

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_  
Its: **Secretary**

Date: \_\_\_\_\_

# ADMINISTRATOR'S EMPLOYMENT CONTRACT

July 1, 2021 – June 30, 2024

AGREEMENT made this 17th day of December, 2020, between the **BOARD OF EDUCATION OF HINSDALE TOWNSHIP HIGH SCHOOL DISTRICT NO. 86, DU PAGE AND COOK COUNTIES, ILLINOIS** (the "Board"), and **ARWEN POKORNY-LYP** (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 a multi-year period of three (3) years, commencing on July 1, 2021, and terminating on and through June 30, 2024, to serve as a Principal for Hinsdale District No. 86. 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 on or before **July 1, 2021**, shall establish the Administrator's annual salary for the 2021-2022 Contract Year, and such salary shall not be less than the Administrator's annual salary for the 2020-2021 Contract Year. The Administrator's annual salary for the remaining Contract Years under this Contract shall be determined solely by the Board after the completion of the Administrator's annual performance evaluation. The Parties acknowledge that the action of setting the Administrator'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 Administrator'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. 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 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 her application for employment in the District is true and correct.

3. **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 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 the Board contribution established for either the single insurance coverage rate \$14,257.19, or the family insurance coverage rate \$20,367.42, 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 or 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 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. 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. In addition, the Board shall make an annual non-elective employer contribution for each Contract Year on behalf of the Administrator in the amount 2.0% of the annual salary stated in paragraph A.1 of this Contract toward a 457(b) qualified deferred compensation plan. The Administrator shall not be offered a cash benefit for this non-elective contribution.

**4. Vacation.** The Administrator 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 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 her job duties, the Administrator needs to be immediately reachable by the Board, Superintendent and other District 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 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 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, serving as a Principal, shall supervise the operation of attendance centers as the Board shall determine necessary and shall have as her primary responsibility the improvement of instruction. The Administrator as Principal shall also assume administrative responsibilities and instructional leadership, under the supervision and direction of the Superintendent and in accordance with the laws of the State of Illinois and the policies, rules, and regulations of the Board, for the planning, operation and evaluation of the educational program of her assigned attendance area. The Administrator as Principal shall submit recommendations, as requested, to the Superintendent concerning the appointment, retention, promotion, and assignment of all personnel assigned to her attendance center and shall keep such other registers, records, and reports as may be directed by the Superintendent and the Board or required by law. The Principal shall be responsible for all obligations contained in the official job description for District principals, including the discipline of students in accordance with the requirements of the *School Code* and 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. Performance Goals and Indicators.** In accordance with the requirements of the *School Code*, the Parties agree that the Administrator'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. For each succeeding Contract Year, the Superintendent 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. 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. The evaluation shall consider, but not be limited to, an examination of the establishment of and progress toward the Administrator's performance goals, her performance of assigned duties and those required under her job description, and 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.

#### **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 this Contract expires. Said notice shall be in writing and be in accordance with the requirements of the *School Code*, including any reclassification rights to which she may be entitled.

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 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 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 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 resigns 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 \$10,000.00. 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 paychecks owed her 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 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 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, 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.

**[SIGNATURE PAGE TO FOLLOW]**

**IN WITNESS WHEREOF**, the Parties have executed this Agreement this 17th day of December, 2020, upon formal approval by the Board at a duly convened meeting held this same date.

**Arwen Pokorny-Lyp**

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

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

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

**ATTEST:**

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

683557\_1

**AMENDMENT TO THE EMPLOYMENT CONTRACT  
BETWEEN THE BOARD OF EDUCATION OF HINSDALE TOWNSHIP HIGH  
SCHOOL DISTRICT NO. 86 AND ARWEN POKORNY-LYP**

**THIS AMENDMENT** is entered into between the Board of Education of Hinsdale Township High School District No. 86, DuPage and Cook Counties, Illinois (“Board”), and Arwen Pokorny-Lyp (“Administrator”), this 22<sup>nd</sup> day of April, 2021.

**WITNESSETH:**

**WHEREAS**, the Administrator and the Board entered into an Employment Agreement (“Agreement”) commencing on July 1, 2021; and

**WHEREAS**, the Parties mutually desire to modify the Agreement by written amendment to reflect the below changes;

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the Parties agree as follows:

1. The recitals set forth above are incorporated into this Amendment as if set forth specifically herein.
2. Pursuant to Section A.1, *Salary and Term of Employment*, of the Agreement, the base annual salary for the Administrator for the 2021-2022 Contract Year shall be ONE HUNDRED SEVENTY-FIVE THOUSAND FOUR HUNDRED NINETY-NINE DOLLARS FORTY-NINE CENTS (\$175,499.49).
3. Section D.3, *Performance Goals and Indicators*, shall be replaced with the following provision:

**3. Performance Goals and Indicators.**

- a) **School Code Performance Goals:** This Contract is a performance-based contract linked to student performance and academic improvement of the District for those buildings and operations of the District over which the Administrator has supervisory authority. The Administrator shall strive to meet the goals outlined in this paragraph during the term of this Contract.

Annually, the Administrator will (a) evaluate student performance, which shall include but not be limited to student performance on standardized tests, completion of the curriculum, attendance and dropout rates; (b) review the curriculum and instructional services; and (c) report to the Superintendent his/her findings as to (i) student performance and (ii) recommendations, if any, for curriculum or instructional changes as a result of the Administrator’s evaluation of student performance.

The presentation of the report to the Superintendent shall constitute the achievement of the goals and indicators of student performance and academic improvement as required by this Contract and Section 10-23.8a of the *School Code*.

- b) **Additional Performance Goals.** Annually, the Superintendent shall establish additional performance goals and indicators for the Administrator. Such goals shall be provided to the Administrator in writing by September 1 of each Contract Year. The additional goals are not intended to be performance goals within the meaning of the Section 10-23.8a of the *School Code*.

The Superintendent shall determine whether the Administrator has met the additional performance goals using the criteria described in the goals themselves, as well as Superintendent's own judgment as to whether the Administrator has exhibited the leadership, guidance and effort needed to achieve the goals. The Superintendent shall make this determination after the completion of the evaluation of the Administrator required by paragraph D.4 of this Contract.

- 4. All other provisions of the Agreement shall remain in full force and effect as written.

IN WITNESS WHEREOF, the Parties have executed this Amendment this 22<sup>ND</sup> day of April 2021.

**ARWEN POKORNY-LYP**

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

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

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_  
Its: **Secretary**

Date: \_\_\_\_\_

**AMENDMENT TO THE EMPLOYMENT CONTRACT  
BETWEEN THE BOARD OF EDUCATION OF HINSDALE TOWNSHIP HIGH  
SCHOOL DISTRICT NO. 86 AND TAMARA PRENTISS**

**THIS AMENDMENT** is entered into between the Board of Education of Hinsdale Township High School District No. 86, DuPage and Cook Counties, Illinois (“Board”), and Tamara Prentiss (“Superintendent”), this 22<sup>nd</sup> day of April, 2021.

**WITNESSETH:**

**WHEREAS**, the Superintendent and the Board entered into an Employment Agreement (“Agreement”) commencing on July 1, 2021; and

**WHEREAS**, the Parties mutually desire to modify the Agreement by written amendment to reflect the below changes;

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the Parties agree as follows:

1. The recitals set forth above are incorporated into this Amendment as if set forth specifically herein.
2. Pursuant to Section A.1, *Salary and Term of Employment*, of the Agreement, the annual salary for the Superintendent for the 2021-2022 Contract Year shall be TWO HUNDRED SIXTY THOUSAND SIX HUNDRED NINE DOLLARS TWENTY-FIVE CENTS (\$260,609.25).
3. Section A.2, *Teachers’ Retirement System and Health Insurance Security Fund*, shall be replaced with the following provision:

In addition to the annual salary stated in paragraph A.1 of this Contract, the Board shall pay on behalf of the Superintendent to the State of Illinois Teachers' Retirement System and the Teacher Health Insurance Security Fund 50% of the Superintendent’s required contributions to said pension system and health fund. Upon attainment of the Superintendent’s Doctorate Degree, the Board shall pay on behalf of the Superintendent to the State of Illinois Teachers' Retirement System and the Teacher Health Insurance Security Fund 100% of the Superintendent’s required contributions to said pension system and health fund, which will take effect on the payroll date immediately following her attainment of the Doctorate Degree. No retroactive contributions shall be made by the Board.

The Superintendent shall not have any right or claim to said amounts, except as they may become available at the time of retirement or resignation from the State of Illinois Teachers' Retirement System and the Teacher Health Insurance Security Fund. 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 the Teachers' Retirement System and Teacher Health Insurance Security Fund, and further acknowledge that such contributions are made as a condition of employment to secure the Superintendent's future services, knowledge and experience.

4. Section C.4, *Annuities and Deferred Compensation*, shall have the following language added:

In addition, the Board shall make an annual non-elective employer contribution for each Contract Year on behalf of the Superintendent in the amount 2.5% of her annual salary stated in paragraph A.1 of this Contract toward a 457(b) qualified deferred compensation plan. Upon attainment of the Superintendent's Doctorate Degree, the Board contribution shall increase to 5% of her annual salary stated in paragraph A.1 of this Contract, which will take effect on the payroll date immediately following her attainment of the Doctorate Degree. No retroactive contributions shall be made by the Board. The Superintendent shall not be offered a cash benefit for this non-elective contribution.

5. Section D.3, *Performance Goals and Indicators*, shall be replaced with the following provision:

3. **Performance Goals and Indicators.**

- a) **School Code Performance Goals:** This Contract is a performance-based contract linked to student performance and academic improvement of the District. The Superintendent shall strive to meet the goals outlined in this paragraph during the term of this Contract.

Annually the Superintendent, with the assistance of her administrative team, will (a) evaluate student performance, which shall include but not be limited to student performance on standardized tests, completion of the curriculum, attendance and dropout rates; (b) review the curriculum and instructional services; and (c) report to the Board her findings as to (i) student performance and (ii) recommendations, if any, for curriculum or instructional changes as a result of the Superintendent's evaluation of student performance.

The presentation of the report to the Board shall constitute the achievement of the goals and indicators of student performance and academic improvement as required by this Contract and Section 10-23.8a of the *School Code*.

- b) **Additional Performance Goals.** Annually, the Board and Superintendent shall establish additional performance goals and indicators for the Superintendent. Such goals shall be provided to the Superintendent in writing by September 1 of each Contract Year. The additional goals are not intended to be performance goals within the meaning of the Section 10-23.8a of the *School Code*.

The Board shall determine whether the Superintendent has met the additional performance goals using the criteria described in the goals themselves, as well as Board's own judgment as to whether the Superintendent has exhibited the leadership, guidance and effort needed to achieve the goals. The Board shall make this determination after the completion of the evaluation of the Superintendent required by paragraph D.4 of this Contract.

- 6. All other provisions of the Agreement shall remain in full force and effect as written.

**IN WITNESS WHEREOF**, the Parties have executed this Amendment this 22<sup>nd</sup> day of April 2021.

**TAMARA PRENTISS**

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

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

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

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**ATTEST:**

**By:** \_\_\_\_\_  
**Its: Secretary**

**Date:** \_\_\_\_\_



# **ADMINISTRATOR'S EMPLOYMENT CONTRACT**

## **(July 1, 2021 – June 30, 2024)**

**AGREEMENT** made this 17th day of December, 2020, between the **BOARD OF EDUCATION OF HINSDALE TOWNSHIP HIGH SCHOOL DISTRICT NO. 86, DU PAGE AND COOK COUNTIES, ILLINOIS** (the "Board"), and **Joshua Stephenson** (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 a multi-year period of three (3) years, commencing on July 1, 2021, and terminating on and through June 30, 2024, to serve as the District's Chief Financial Officer ("CFO"). 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 on or before **July 1, 2021**, shall establish the Administrator's annual salary for the 2021-2022 Contract Year, and such salary shall not be less than the Administrator's annual salary for the 2020-2021 Contract Year. The Administrator's annual salary for the remaining Contract Years under this Contract shall be determined solely by the Board after the completion of the Administrator's annual performance evaluation. The Parties acknowledge that the action of setting the Administrator'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 Administrator'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. 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.

## **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 \$14,257.19, or the family insurance coverage rate \$20,367.42, 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 or 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 IMRF 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-five (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 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. In addition, the Board shall make an annual non-elective employer contribution for each Contract Year on behalf of the Administrator in the amount 2.0% of the annual salary stated in paragraph A.1 of this Contract toward a 457(b) qualified deferred compensation plan. The Administrator shall not be offered a cash benefit for this non-elective contribution.

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 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 Superintendent 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 of the CFO functions of the District as specified in the job description of the Chief Financial Officer and in Board Policy. The Administrator shall also perform other professional duties customarily performed by an administrator of the business office 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.** In accordance with the requirements of the *School Code*, the Parties agree that the Administrator'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. For each succeeding Contract Year, the Superintendent 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. 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 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 **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 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 and completion of the 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 resigns 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 \$10,000.00. 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 paychecks 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.

**[SIGNATURE PAGE TO FOLLOW]**

**IN WITNESS WHEREOF**, the Parties have executed this Agreement this 17th day of December, 2020, upon formal approval by the Board at a duly convened meeting held this same date.

**Joshua Stephenson**

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

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

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

**ATTEST:**

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

681990\_1

**AMENDMENT TO THE EMPLOYMENT CONTRACT  
BETWEEN THE BOARD OF EDUCATION OF HINSDALE TOWNSHIP HIGH  
SCHOOL DISTRICT NO. 86 AND JOSHUA STEPHENSON**

**THIS AMENDMENT** is entered into between the Board of Education of Hinsdale Township High School District No. 86, DuPage and Cook Counties, Illinois (“Board”), and Josh Stephenson (“Administrator”), this 22<sup>nd</sup> day of April, 2021.

**WITNESSETH:**

**WHEREAS**, the Administrator and the Board entered into an Employment Agreement (“Agreement”) commencing on July 1, 2021; and

**WHEREAS**, the Parties mutually desire to modify the Agreement by written amendment to reflect the below changes;

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the Parties agree as follows:

1. The recitals set forth above are incorporated into this Amendment as if set forth specifically herein.
2. Pursuant to Section A.1, *Salary and Term of Employment*, of the Agreement, the base annual salary for the Administrator for the 2021-2022 Contract Year shall be ONE HUNDRED AND NINETY-FIVE THOUSAND EIGHT HUNDRED THIRTY ONE DOLLARS AND TWENTY-FIVE CENTS (\$195,831.25).
3. Section C.4, Annuities and Deferred Compensation, shall be replaced with the following provision:

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. In addition, the Board shall make an annual non-elective employer contribution for each Contract Year on behalf of the Administrator in the amount 5.0% of the annual salary stated in paragraph A.1 of this Contract toward a 457(b) qualified deferred compensation plan. The Administrator shall not be offered a cash benefit for this non-elective contribution.



4. Section D.3, *Performance Goals and Indicators*, shall be replaced with the following provision:

3. **Performance Goals and Indicators.**

- a) **School Code Performance Goals:** This Contract is a performance-based contract linked to student performance and academic improvement of the District for those buildings and operations of the District over which the Administrator has supervisory authority. The Administrator shall strive to meet the goals outlined in this paragraph during the term of this Contract.

Annually the Administrator will assist the Superintendent to (a) evaluate the Business Office operations; (b) review the financial/operational services; and (c) report to the Superintendent his/her findings as to (i) the Business Office's performance and (ii) recommendations, if any, for changes as a result of the Administrator's evaluation of the Business Office.

The presentation of the report to the Superintendent shall constitute the achievement of the goals and indicators of student performance and academic improvement as required by this Contract and Section 10-23.8a of the *School Code*.

- b) **Additional Performance Goals.** Annually, the Superintendent shall establish additional performance goals and indicators for the Administrator. Such goals shall be provided to the Administrator in writing by September 1 of each Contract Year. The additional goals are not intended to be performance goals within the meaning of the Section 10-23.8a of the *School Code*.

The Superintendent shall determine whether the Administrator has met the additional performance goals using the criteria described in the goals themselves, as well as Superintendent's own judgment as to whether the Administrator has exhibited the leadership, guidance and effort needed to achieve the goals. The Superintendent shall make this determination after the completion of the evaluation of the Administrator required by paragraph D.4 of this Contract.

5. All other provisions of the Agreement shall remain in full force and effect as written.

IN WITNESS WHEREOF, the Parties have executed this Amendment this 22<sup>ND</sup> day of April, 2021.

**JOSHUA STEPHENSON**

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

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

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

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**ATTEST:**

**By:** \_\_\_\_\_  
**Its: Secretary**

**Date:** \_\_\_\_\_

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# **ADMINISTRATOR'S EMPLOYMENT CONTRACT**

## **July 1, 2021 – June 30, 2023**

**AGREEMENT** made this 17th day of December, 2020, between the **BOARD OF EDUCATION OF HINSDALE TOWNSHIP HIGH SCHOOL DISTRICT NO. 86, DU PAGE AND COOK COUNTIES, ILLINOIS** (the "Board"), and **BRADLEY VERTHEIN** (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 a multi-year period of two (2) years, commencing on July 1, 2021, and terminating on and through June 30, 2023, to serve as the District's Assistant Superintendent of Student Services. 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 on or before **July 1, 2021**, shall establish the Administrator's annual salary for the 2021-2022 Contract Year, and such salary shall not be less than the Administrator's annual salary for the 2020-2021 Contract Year. The Administrator's annual salary for the remaining Contract Years under this Contract shall be determined solely by the Board after the completion of the Administrator's annual performance evaluation. The Parties acknowledge that the action of setting the Administrator'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 Administrator'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. 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 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. **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 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 the Board contribution established for either the single insurance coverage rate \$14,257.19, or the family insurance coverage rate \$20,367.42, 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 or 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 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. 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. In addition, the Board shall make an annual non-elective employer contribution for each Contract Year on behalf of the Administrator in the amount 2.0% of the annual salary stated in paragraph A.1 of this Contract toward a 457(b) qualified deferred compensation plan. The Administrator shall not be offered a cash benefit for this non-elective contribution.

**4. Vacation.** The Administrator 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 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.

**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 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 Superintendent 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 his 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 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.** In accordance with the requirements of the *School Code*, the Parties agree that the Administrator'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. For each succeeding Contract Year, the Superintendent 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. 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 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 **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 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 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 and completion of the 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 resigns 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 \$10,000.00. 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 paychecks 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.

**[SIGNATURE PAGE TO FOLLOW]**



**IN WITNESS WHEREOF**, the Parties have executed this Agreement this 17th day of December, 2020, upon formal approval by the Board at a duly convened meeting held this same date.

**Bradley Verthein**

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

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

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

**ATTEST:**

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

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**AMENDMENT TO THE EMPLOYMENT CONTRACT  
BETWEEN THE BOARD OF EDUCATION OF HINSDALE TOWNSHIP HIGH  
SCHOOL DISTRICT NO. 86 AND BRADLEY VERTHEIN**

**THIS AMENDMENT** is entered into between the Board of Education of Hinsdale Township High School District No. 86, DuPage and Cook Counties, Illinois (“Board”), and Bradley Verthein (“Administrator”), this 22<sup>nd</sup> day of April, 2021.

**WITNESSETH:**

**WHEREAS**, the Administrator and the Board entered into an Employment Agreement (“Agreement”) commencing on July 1, 2021; and

**WHEREAS**, the Parties mutually desire to modify the Agreement by written amendment to reflect the below changes;

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the Parties agree as follows:

1. The recitals set forth above are incorporated into this Amendment as if set forth specifically herein.
2. Pursuant to Section A.1, *Salary and Term of Employment*, of the Agreement, the base annual salary for the Administrator for the 2021-2022 Contract Year shall be ONE HUNDRED SIXTY-ONE THOUSAND FIVE HUNDRED SEVENTY-SEVEN DOLLARS SEVENTY-FOUR CENTS (\$161,577.74).
3. Section D.3, *Performance Goals and Indicators*, shall be replaced with the following provision:

**3. Performance Goals and Indicators.**

- a) **School Code Performance Goals:** This Contract is a performance-based contract linked to student performance and academic improvement of the District for those buildings and operations of the District over which the Administrator has supervisory authority. The Administrator shall strive to meet the goals outlined in this paragraph during the term of this Contract.

Annually, the Administrator will (a) evaluate student performance, which shall include but not be limited to student performance on standardized tests, completion of the curriculum, attendance and dropout rates; (b) review the curriculum and instructional services; and (c) report to the Superintendent his/her findings as to (i) student performance and (ii) recommendations, if any, for curriculum or instructional changes as a result of the Administrator’s evaluation of student performance.

The presentation of the report to the Superintendent shall constitute the achievement of the goals and indicators of student performance and academic improvement as required by this Contract and Section 10-23.8a of the *School Code*.

- b) **Additional Performance Goals.** Annually, the Superintendent shall establish additional performance goals and indicators for the Administrator. Such goals shall be provided to the Administrator in writing by September 1 of each Contract Year. The additional goals are not intended to be performance goals within the meaning of the Section 10-23.8a of the *School Code*.

The Superintendent shall determine whether the Administrator has met the additional performance goals using the criteria described in the goals themselves, as well as Superintendent's own judgment as to whether the Administrator has exhibited the leadership, guidance and effort needed to achieve the goals. The Superintendent shall make this determination after the completion of the evaluation of the Administrator required by paragraph D.4 of this Contract.

- 4. All other provisions of the Agreement shall remain in full force and effect as written.

IN WITNESS WHEREOF, the Parties have executed this Amendment this 22<sup>ND</sup> day of April 2021.

**BRADLEY VERTHEIN**

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

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

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_  
Its: **Secretary**

Date: \_\_\_\_\_

# **ADMINISTRATOR'S EMPLOYMENT CONTRACT**

## **July 1, 2021 – June 30, 2024**

**AGREEMENT** made this 17th day of December, 2020, between the **BOARD OF EDUCATION OF HINSDALE TOWNSHIP HIGH SCHOOL DISTRICT NO. 86, DU PAGE AND COOK COUNTIES, ILLINOIS** (the "Board"), and **WILLIAM WALSH** (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 a multi-year period of three (3) years, commencing on July 1, 2021, and terminating on and through June 30, 2024, to serve as a Principal for Hinsdale District No. 86. 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 on or before **July 1, 2021**, shall establish the Administrator's annual salary for the 2021-2022 Contract Year, and such salary shall not be less than the Administrator's annual salary for the 2020-2021 Contract Year. The Administrator's annual salary for the remaining Contract Years under this Contract shall be determined solely by the Board after the completion of the Administrator's annual performance evaluation. The Parties acknowledge that the action of setting the Administrator'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 Administrator'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. 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 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. **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 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 the Board contribution established for either the single insurance coverage rate \$14,257.19, or the family insurance coverage rate \$20,367.42, 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 or 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 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. **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. In addition, the Board shall make an annual non-elective employer contribution for each Contract Year on behalf of the Administrator in the amount 2.0% of the annual salary stated in paragraph A.1 of this Contract toward a 457(b) qualified deferred compensation plan. The Administrator shall not be offered a cash benefit for this non-elective contribution.

4. **Vacation.** The Administrator 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 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.

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 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 Superintendent 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, serving as a Principal, shall supervise the operation of attendance centers as the Board shall determine necessary and shall have as his primary responsibility the improvement of instruction. The Administrator as Principal shall also assume administrative responsibilities and instructional leadership, under the supervision and direction of the Superintendent and in accordance with the laws of the State of Illinois and the policies, rules, and regulations of the Board, for the planning, operation and evaluation of the educational program of his assigned attendance area. The Administrator as Principal shall submit recommendations, as requested, to the Superintendent concerning the appointment, retention, promotion, and assignment of all personnel assigned to his attendance center and shall keep such other registers, records, and reports as may be directed by the Superintendent and the Board or required by law. The Principal shall be responsible for all obligations contained in the official job description for District principals, including the discipline of students in accordance with the requirements of the *School Code* and 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 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.** In accordance with the requirements of the *School Code*, the Parties agree that the Administrator'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. For each succeeding Contract Year, the Superintendent 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. 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. The evaluation shall consider, but not be limited to, an examination of the establishment of and progress toward the Administrator's performance goals, his performance of assigned duties and those required under his job description, and his 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.

## **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 this Contract expires. Said notice shall be in writing and be in accordance with the requirements of the *School Code*, including any reclassification rights to which he may be entitled.

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 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 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 and completion of the 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 resigns 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 \$10,000.00. 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 paychecks 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.

**[SIGNATURE PAGE TO FOLLOW]**

**IN WITNESS WHEREOF**, the Parties have executed this Agreement this 17th day of December, 2020, upon formal approval by the Board at a duly convened meeting held this same date.

**William Walsh**

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

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

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

**ATTEST:**

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

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**AMENDMENT TO THE EMPLOYMENT CONTRACT  
BETWEEN THE BOARD OF EDUCATION OF HINSDALE TOWNSHIP HIGH  
SCHOOL DISTRICT NO. 86 AND WILLIAM WALSH**

**THIS AMENDMENT** is entered into between the Board of Education of Hinsdale Township High School District No. 86, DuPage and Cook Counties, Illinois (“Board”), and William Walsh (“Administrator”), this 22<sup>nd</sup> day of April, 2021.

**WITNESSETH:**

**WHEREAS**, the Administrator and the Board entered into an Employment Agreement (“Agreement”) commencing on July 1, 2021; and

**WHEREAS**, the Parties mutually desire to modify the Agreement by written amendment to reflect the below changes;

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the Parties agree as follows:

1. The recitals set forth above are incorporated into this Amendment as if set forth specifically herein.
2. Pursuant to Section A.1, *Salary and Term of Employment*, of the Agreement, the base annual salary for the Administrator for the 2021-2022 Contract Year shall be ONE HUNDRED SEVENTY-NINE THOUSAND THREE HUNDRED TWO DOLLARS TWENTY-NINE CENTS (\$179,302.29).
3. Section D.3, *Performance Goals and Indicators*, shall be replaced with the following provision:

**3. Performance Goals and Indicators.**

- a) **School Code Performance Goals:** This Contract is a performance-based contract linked to student performance and academic improvement of the District for those buildings and operations of the District over which the Administrator has supervisory authority. The Administrator shall strive to meet the goals outlined in this paragraph during the term of this Contract.

Annually, the Administrator will (a) evaluate student performance, which shall include but not be limited to student performance on standardized tests, completion of the curriculum, attendance and dropout rates; (b) review the curriculum and instructional services; and (c) report to the Superintendent his/her findings as to (i) student performance and (ii) recommendations, if any, for curriculum or instructional changes as a result of the Administrator’s evaluation of student performance.

The presentation of the report to the Superintendent shall constitute the achievement of the goals and indicators of student performance and academic improvement as required by this Contract and Section 10-23.8a of the *School Code*.

- b) **Additional Performance Goals.** Annually, the Superintendent shall establish additional performance goals and indicators for the Administrator. Such goals shall be provided to the Administrator in writing by September 1 of each Contract Year. The additional goals are not intended to be performance goals within the meaning of the Section 10-23.8a of the *School Code*.

The Superintendent shall determine whether the Administrator has met the additional performance goals using the criteria described in the goals themselves, as well as Superintendent's own judgment as to whether the Administrator has exhibited the leadership, guidance and effort needed to achieve the goals. The Superintendent shall make this determination after the completion of the evaluation of the Administrator required by paragraph D.4 of this Contract.

- 4. All other provisions of the Agreement shall remain in full force and effect as written.

IN WITNESS WHEREOF, the Parties have executed this Amendment this 22<sup>ND</sup> day of April 2021.

**WILLIAM WALSH**

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

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

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_  
Its: **Secretary**

Date: \_\_\_\_\_