



SANDRIDGE SCHOOL DISTRICT 172
Lynwood, Illinois

For Action

TO: Board of Education
Sandridge School District 172

FROM: Dr. Kim Nalls
District Superintendent

DATE: November 14, 2024

RE: Motion To Approve Superintendent's Contract

Dear Members of the Board of Education,

On Thursday November 14, 2024 the Superintendent and the administrative team will present the State of the District during the Committee of the Whole. The District will review the Illinois School Report Card and will identify areas of growth and will outline next steps on our journey of closing the educational achievement gap. Last fall, I informed the Board of my intent to retire on June 30, 2029. We discussed moving forward with a performance based multi year contract. Research has demonstrated that in order for continuous and sustained improvement to occur consistency in leadership is key. Based upon successfully meeting the goals and indicators identified in the previous performance contract as noted in my overall performance rating I am seeking to continue the journey of educational excellence within school district 172. I have identified specific goals that will assist Sandridge in closing achievement gaps.

As an experienced instructional leader and Superintendent/Chief Executive Officer I am seeking the following benefits in my final retirement contract.

1. Salary: My current salary is 189,910.10 and will remain the same for this school term. I am seeking a 6% salary increase on an annual basis over the next four years. This salary increase is granted to teachers within the last four and the last superintendent to retire from the district also received 6% salary increases.
2. Car Allowance: I am requesting an increase from \$350 to \$450 based upon an increase in inflation and the price of gas. This allowance is utilized to facilitate Board business, attend job fairs, professional development and business meetings of the Board.
3. I am requesting a one time bump in sick days to 100. This is no cost to the school district but will benefit me in my retirement. This will allow me to use sick time to purchase an additional year of TRS service.

4. Cell phone: I am requesting an increase from \$75.00 to \$95.00 as a result of needing access to technology 24 hours a day and a hotspot to conduct district business.
5. The District will pay all fringe benefits as defined in the contract.
6. The Superintendent shall contribute to her annuity out of the identified salary. I am not seeking any paid annuity benefits paid on behalf of the district.
7. The Superintendent is seeking 25 vacation days annually beginning in 2025 through 2029.

Sandridge has made significant improvement in academic achievement, retention of staff, and improvement of facilities during the past two years.

Recommendation: It is hereby recommended that the Board of Education Approve the Superintendent's retirement contract from 2024-2029 and Student Performance and Academic Improvement Goals Pursuant to 105ILCS 5/10-23.8.

SUPERINTENDENT'S CONTRACT

THIS CONTRACT is made this **14th** day of November, 2024, by and between the **BOARD OF EDUCATION OF SANDRIDGE SCHOOL DISTRICT 172, COOK COUNTY, ILLINOIS** (the "**BOARD**"), and **DR. KIM NALLS** ("**SUPERINTENDENT**"), and has been approved at the meeting of the **BOARD** held on **November 14th, 2024**. On the execution date of this Contract, this performance-based Contract replaces the employment contract currently in effect between the Board and Superintendent. In accordance with 105 ILCS 5/10-23.8, the Superintendent and Board confirm that the Superintendent met the goals and indicators of student performance and academic improvement in the last contract. The Board shall place this employment agreement into the **SUPERINTENDENT'S** personnel file.

IT IS AGREED:

1. **EMPLOYMENT** - The **SUPERINTENDENT** is hereby hired and retained from July 1, 2024 through and including June 30, 2029, and, as it may be later agreed to by the parties, thereafter, as **SUPERINTENDENT** of Schools and Chief Executive Officer of Sandridge School District No. 172, Cook County, Illinois.

2. **DUTIES** - The duties and responsibilities of the **SUPERINTENDENT** shall be those incidental to the office of the Superintendent of Schools, those set forth in the job description (or, those duties contained in Board Policy, as adopted, and which may be amended from time to time), the attainment of the student performance and academic improvement goals set forth in this Contract, those obligations imposed by the laws of the State of Illinois upon the **SUPERINTENDENT**, and to perform other professional duties customarily performed by a Superintendent of Schools as from time to time may be assigned to the **SUPERINTENDENT** by the **BOARD**. The **SUPERINTENDENT** shall have charge of the administration of the School District under the policies of the **BOARD**. She shall direct and assign, place and transfer all employees, and shall organize and administer the affairs of the School District as best serves the School District consistent with Board Policy. She shall from time to time suggest policies and procedures deemed necessary for the well-ordering of the School District.

3. **STUDENT PERFORMANCE AND ACADEMIC IMPROVEMENT** - This Contract is a performance-based contract. In accordance with the *Illinois School Code*, 105 ILCS 5/10-23.8, the **BOARD** and **SUPERINTENDENT** agree that the following goals and

indicators are linked to student performance and academic improvement of the schools within the School District. Over the duration of the Contract, the Superintendent will work collaboratively with stakeholders to achieve the following goals and indicators: (a) work to increase the engagement of the School District community and staff members in School District matters. This goal shall be assessed by review of the annual State of the District report, administrator meetings, staff meetings, community events, town hall meetings and local events; (b) maintain and seek to improve the financial integrity of the School District. This goal shall be assessed by review of the School District's budget, audit completion, administration of policy, trial balances, monthly reports, and other financial documents and (c) work to improve student and academic performance through professional development and instructional leadership. To address this goal, the SUPERINTENDENT shall annually prepare a report for the BOARD that includes the following: (i) an evaluation of student performance, including but not limited to, student performance on standardized tests, successful completion of the curriculum, IAR results, school report card data and attendance; (ii) a review of the curriculum and instructional services; (iii) a review school finances; and (iv) recommendations, if any, for curriculum and/or instructional changes as a result of her evaluation of student performance. The BOARD and SUPERINTENDENT shall periodically review these goals and, by mutual agreement, may modify, revise and/or augment these goals in alignment with SuperEval. Once the student performance and academic improvement goals have been attained, this Contract may be extended.

4. **SALARY** - In consideration of the gross annual salary of One Hundred Eighty-Nine Thousand Nine Hundred One Dollars and Ten Cents (\$189,901.10) for the 2024-2025 contract year, the SUPERINTENDENT agrees to devote such time, skill, labor and attention to her employment, during the term of this Contract, in order to faithfully perform the duties of Superintendent of Schools. For each subsequent contract year, the SUPERINTENDENT's annual salary shall be such amount that provides the SUPERINTENDENT with a six percent (6%) increase in Teachers Retirement System (TRS) creditable earnings over her TRS creditable earnings in the immediately prior contract year. Salary shall be paid in equal installments in accordance with the BOARD policy governing payment of salary to other licensed members of the professional staff, less such amounts as provided for in this Contract and other amounts required by law. A contract year shall be defined as each period between July 1 and the immediately following June 30 for the duration of the contract. It is understood that this contract will be executed during the 2024-2025 contract year.

5. **EVALUATION** - The BOARD and SUPERINTENDENT agree that there shall be an annual evaluation of the SUPERINTENDENT'S performance under this Contract. The evaluation shall consider, but not be limited to, an examination of the establishment and maintenance of educational goals, attainment of the student performance and academic improvement goals set forth in this Contract, administration of personnel, rapport with the BOARD and other factors of appraisal that may be established by the parties. The BOARD shall make a good faith effort to provide the SUPERINTENDENT with a written evaluation in June of

each year of this Contract. The parties may elect to meet and confer on the evaluation prior to the preparation of the written summary.

6. **OTHER WORK** – At the SUPERINTENDENT’s discretion, the SUPERINTENDENT may undertake consultation work, speaking engagements, writing, teaching a college or university course, lecturing, or other professional duties and obligations.

7. **TERMINATION OF CONTRACT** - This Contract may be terminated prior to its expiration date by:

- A. Mutual agreement of the parties.
- B. Retirement.
- C. Discharge for good and just cause. “Discharge for good and just cause” shall mean 1) conviction of a felony; or 2) severe and repeated misconduct which seriously prejudices the District after the SUPERINTENDENT has been provided a three-year period to remedy any alleged deficiency. The BOARD cannot call for discharge of the SUPERINTENDENT unless an independent, mutually agreed upon, third party hearing officer determines that good and just cause for discharge exists, exclusively as defined in this paragraph, following a full and fair due process hearing. The SUPERINTENDENT shall have the right to service of written charges, notice of hearing, and a full and fair due process hearing before an independent, mutually agreed upon, third party hearing officer. At such hearing, the BOARD shall have the burden of going forward with evidence of material and substantial just cause, exclusively as defined in this paragraph. The hearing shall be conducted in executive session. SUPERINTENDENT shall be provided a written decision of the independent third-party hearing officer’s determination.

If the BOARD discharges the SUPERINTENDENT for good and just cause or materially breaches this Contract or attempts to terminate the SUPERINTENDENT for any other reason not specified in this Contract, the BOARD shall pay, as liquidated damages for breach of contract, all remaining salary, pay, benefits, and other compensation provided in this Contract. Such payment shall be made no later than thirty (30) days following the SUPERINTENDENT’s final day of employment in the District.

The Board shall continue to pay the Superintendent all salary and fringe benefits due under this Agreement during the pendency of termination proceedings including any court proceedings and appeals. The Boards

obligation to pay the Superintendent shall terminate only upon the receipt of a final order finding that the SUPERINTENDENT'S termination was for good and just cause. The SUPERINTENDENT shall have no obligation to repay the BOARD for any compensation and benefits received prior to a final order that the termination was for good and just cause.

8. **PROFESSIONAL ACTIVITIES** - The SUPERINTENDENT shall be encouraged to attend appropriate professional meetings and continuing education at the local, state and national levels. The costs of attendance shall be paid by the BOARD. The BOARD shall pay the cost of the SUPERINTENDENT'S annual membership in the American Association of School Administrators and the Illinois Association of School Administrators.

9. **VACATION** - For the 2024-2025 contract year, the SUPERINTENDENT shall receive twenty (20) working days of vacation annually at full pay, exclusive of holidays. For the 2025-2026 contract year and each subsequent contract year, the SUPERINTENDENT shall receive twenty-five (25) working days of vacation annually at full pay, exclusive of holidays. The BOARD President shall be advised in advance of all vacations. Such accumulated annual vacation may be taken until June 30 of the year in which it is earned and shall not be cumulative. Prior to the end of the 2024-2025 contract year, at the SUPERINTENDENT'S option, she may exchange a maximum of ten (10) unused vacation days for payment in lieu of using said days as vacation days. For the 2025-2026 through 2028-2029 contract years, the SUPERINTENDENT'S unused vacation days will be totaled, and the SUPERINTENDENT shall receive a lump sum payment for each of the totaled unused vacation days, with a limit of forty (40), at her final per diem rate for each totaled day. The payment for the totaled vacation days shall not be due and payable until fifteen (15) to thirty (30) days after whichever of the following occurs last: the Superintendent's last day of work in the District or receipt of her final regular paycheck. The per diem rate shall be calculated by dividing the annual salary in the applicable contract year by 260.

10. **SICK, PERSONAL, AND BEREAVEMENT LEAVE** - The SUPERINTENDENT shall be entitled to the same number of sick days annually provided to the regular full-time teaching staff. Earned sick leave which is unused shall be cumulative up to 340 days. Upon retirement, the SUPERINTENDENT may utilize any accumulated leave days for those purposes as may be permitted by law. In addition, the SUPERINTENDENT shall receive four (4) personal days annually to attend to personal matters that cannot be scheduled outside the regular work day and five (5) days of bereavement leave. Any unused personal days shall convert to sick days each June 30. On the execution date of this Contract, the SUPERINTENDENT shall receive a one-time grant of one hundred (100) sick days in addition to her normal annual allotment.

11. **HOSPITALIZATION/MAJOR MEDICAL INSURANCE** - The BOARD shall provide and pay the premiums for premium PPO, including vision and dental coverage for the SUPERINTENDENT, her spouse, and the dependent members as defined by the contract of insurance then in effect of her immediate family during the terms of this contract, in accordance

with the premium PPO, vision, and dental coverage provided to certificated members of the professional staff. The BOARD agrees that the SUPERINTENDENT may receive as a stipend the PPO premium cost of the medical, dental, and vision if she does not partake in the benefit during 2024-2029 contract. Upon termination of this agreement, the Board shall continue to pay the entire cost of premium PPO insurance provided herein for the Superintendent, spouse, and dependents (as defined in the contracts of insurance then in effect, if any until the death of the Superintendent).

12. **TERM LIFE INSURANCE** - The BOARD shall provide and pay the premiums for a term life insurance policy for the SUPERINTENDENT during the term of this Contract in the face amount of Two Hundred Thousand Dollars (\$200,000).

13. **TEACHERS' RETIREMENT SYSTEM CONTRIBUTION** - In addition to the salary paid to the SUPERINTENDENT by the BOARD as expressed in Section 4 and all other TRS creditable earnings within this Contract, the BOARD shall pick up and pay on the SUPERINTENDENT'S behalf, the SUPERINTENDENT'S entire contribution to the Illinois Teachers' Retirement System ("TRS") pursuant to the *Illinois Pension Code*. If the current employee contribution rate required by TRS to be remitted decreases or if legislation is implemented that limits the ability of the Board to fulfill its obligations under this section, the Board shall pay the difference to the Superintendent as salary to the extent the Board's total cost for salary and pick up of the TRS contribution does not exceed the Board's total cost before the TRS contribution rate decrease and/or legislative change.

It is the intention of the parties to qualify all such payments picked up and paid by the BOARD on the SUPERINTENDENT'S behalf as employer payments pursuant to Section 414(h) of the *Internal Revenue Code of 1986*, as amended. The SUPERINTENDENT shall have no right or claim to the funds so remitted except as they may subsequently become available upon retirement or resignation from TRS. The SUPERINTENDENT does not have the option of choosing to receive the contributed amounts directly instead of having those contributions paid by the BOARD to TRS. These contributions are made as a condition of the SUPERINTENDENT'S employment for her future service, knowledge and experience.

14. **TEACHERS' HEALTH INSURANCE SECURITY FUND CONTRIBUTION** - The Board will pick up and pay on the SUPERINTENDENT'S behalf, the SUPERINTENDENT'S entire retirement contribution to the Teachers' Health Insurance Security ("THIS") fund. The BOARD will remit this contribution to the Illinois Teachers' Retirement System ("TRS") as the THIS fund's collection agent.

15. **DISABILITY INSURANCE** - Should the SUPERINTENDENT be incapable of performing the duties and obligations covenanted herein by reason of illness, accident, or other disability, and such disability is continuous for a period of time in excess of accumulated sick

leave and vacation benefits due and owing the SUPERINTENDENT, the BOARD shall cause to be paid to the SUPERINTENDENT such benefits as may be payable under a contract of Long Term Disability Pay to be purchased by the BOARD, and for which the BOARD shall pay the premiums therefore. Said contract shall provide in the form of benefits, income continuation of at least two-thirds (2/3) of the amount specified in Section 4 of this Agreement, when coordinated with any other benefits which the SUPERINTENDENT may be entitled, and said contract shall insure the SUPERINTENDENT for the performance of her professional duties as specified herein. The limitations of pay in this section which exist after the exhaustion of sick leave and vacation benefits shall not apply in cases of injuries sustained during the course of the SUPERINTENDENT'S employment which are compensable under the Illinois Workers' Compensation statutes then applying. In such cases, in addition to any benefits provided under such law, the BOARD shall be obligated to make all payments specified in the preceding paragraph.

16. **WAIVER OF TENURE** - By accepting the terms of this Contract, the SUPERINTENDENT waives all rights of tenure granted under the *Illinois School Code* during the term of this Contract.

17. **DEFERRED COMPENSATION** - The SUPERINTENDENT may elect that a portion of her compensation (as stated in Section 4) be used to purchase a tax sheltered annuity pursuant to Section 403(b) of the *Internal Revenue Code of 1986* (the "Code"), as amended. It is understood and agreed that the cost of the purchase of any annuity or plan shall be deducted from the SUPERINTENDENT'S annual compensation and shall not require an expenditure of funds by the BOARD above the amount paid to the SUPERINTENDENT in the form of salary, except as may be later amended by the BOARD through the establishment of a non-contributory plan of deferred compensation.

18. **NOTICE** - Any notice or communication permitted or required under this Contract shall be in writing and shall become effective on the day of mailing thereof by first class mail, registered, or certified mail, postage prepaid, addressed:

If to the BOARD, to:

BOARD OF EDUCATION
School District No. 172
2950 Glenwood Dyer Road
Chicago Heights, IL 60411

If to the SUPERINTENDENT, to:

Dr. Kim Nalls

Last address of the SUPERINTENDENT contained in official Business Office records of the BOARD.

19. **BUSINESS EXPENSES** - It is anticipated and agreed that the SUPERINTENDENT shall be required to incur certain personal expenses for the official business of the BOARD. As such, the BOARD agrees to reimburse the SUPERINTENDENT for any such expenses, incurred by her on behalf of the BOARD, subject, however, to the SUPERINTENDENT'S substantiation and the BOARD'S approval of such expenses. As a condition of employment, the Superintendent shall be required to provide, at her sole expense, a personally owned or leased automobile for use in her duties. The Board will provide the Superintendent with a travel allowance of Four Hundred Fifty Dollars (\$450) per month necessary for business travel. The Superintendent shall pay for such use, including, but not limited to, license, sticker fees, fuel, repairs, parking, tolls, and insurance.

The Board has determined that, by virtue of her job duties, the Superintendent needs to be reachable by the Board and other District administrators and staff in the event of emergencies outside normal work hours and/or when the Superintendent is away from the District. Accordingly, the Board will provide the Superintendent with monthly installments in the amount of ninety-five dollars and no/cents (\$95.00) each contract year for the use of her own personal cell phone for District-related business. The Board shall make such provision and/or payments for a business purpose, and not for purposes of compensation of the Superintendent; however, the Superintendent may use the phone for both District and personal business in accordance with IRS guidelines.

20. **BACKGROUND INVESTIGATION** - The BOARD is prohibited from knowingly employing a person who has been convicted of committing or attempting to commit certain criminal offenses. If the required fingerprint-based criminal background investigation is not completed at the time this contract is signed, and the subsequent investigation report reveals that there has been a prohibited conviction, this contract shall immediately become null and void.

21. **MISCELLANEOUS**

- A. This Contract has been executed in Illinois, and shall be governed in accordance with the laws of the State of Illinois in every respect.
- B. Section 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.
- C. 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.
- D. This Contract contains all the terms agreed upon by the parties with respect to the subject matter of this Contract and voids and supersedes all

prior agreements, contracts, arrangements, and communications between the parties concerning such subject matter, whether oral or written.

- E. This Contract shall be binding upon and inure to the benefit of the SUPERINTENDENT, her successors, assigns, heirs, executors, and personal representatives, and shall be binding upon, and inure to the benefit of the BOARD, its successors and assigns.
- F. Except as may otherwise be provided, no subsequent alteration, amendment, change, or addition to this Contract shall be binding upon the parties unless reduced to writing and duly authorized and signed by each of them.
- G. If any section, provision, paragraph, phrase, clause or word contained herein is held to be void, invalid or contrary to law by a court of competent jurisdiction, it shall be deemed removed here from, and the remainder of this Contract shall continue to have its intended full force and effect.

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

SUPERINTENDENT:

Dr. Kim Nalls
Dr. Kim Nalls

BOARD OF EDUCATION,
SANDRIDGE SCHOOL DISTRICT NO. 172,
COOK COUNTY, ILLINOIS

By: Angie Jenkins Brown
President

ATTEST:

Patricia Lee
Secretary

EXHIBIT A
SUPERINTENDENT'S CONTRACT 2024-2029
STUDENT PERFORMANCE AND ACADEMIC IMPROVEMENT GOALS
PURSUANT
TO 105ILCS 5/10-23.8

These student performance and academic improvement goals shall be attached to and become a part of the Superintendent's Employment Agreement dated November 14, 2024, between the Board of Education of Sandridge SD 172 and Kim Nalls. It is understood between the two parties that it is not required that the Superintendent complete all indicators of success in order to satisfactorily accomplish the stated goal, but instead that an ongoing good faith effort is made to accomplish each within the monetary and personnel resources of the Board.

GOAL NUMBER 1

The Superintendent shall work diligently with stakeholders to effectively meet the goals in the Strategic Plan and SIP. Essential to the success of both plans requires the Board to support, engage, and accept the Superintendent's recommendations and provided that there are monetary and human resource personnel sufficient to complete this goal.

INDICATORS OF SUCCESS

1. The Superintendent shall continue to strive annually to have a majority of the school district's students increase their scores in Reading and Mathematics as measured by the Illinois Assessment of Readiness. The goal is to continue to close achievement gaps.
2. The Superintendent shall work with the E-rate consultant to prepare annually an E-Rate application for as long as it is offered to eligible schools in the State of Illinois.
3. The Superintendent shall coordinate high impact, and relevant professional development in order to increase the certified and classified staff's knowledge, performance, and or skill set(s) for the purpose of achieving this goal.
4. The Superintendent shall strive to have developed a curriculum textbook and technology adoption cycle for students in grades Kindergarten through the Eighth grade.
5. The Superintendent shall strive to have developed a District's formal Assessment Plan beginning with Kindergarten through the Eighth grade.
6. The superintendent shall annually prepare a report for the Board in November to review last year's school report card data, IAR results, attendance, discipline, graduation rates.
7. The superintendent will update the Board on student achievement data, formative assessment data, attendance, and discipline on a quarterly basis.

GOAL NUMBER 2

The Superintendent shall work diligently with the stakeholders to increase the engagement of the School District community and staff in continuous and sustained support of students.

INDICATORS OF SUCCESS

1. The Superintendent will present an annual State of the District for all stakeholders.
2. The Superintendent will engage in community activities by participating in the Village of Lynwood activities and other community events that support continuous and sustained partnerships.
3. The Superintendent will host Candid Conversations monthly meetings with community leaders and parents to address community and parental concerns.
4. The Superintendent will support and participate in the PTA events that are designed to improve the partnership between parent, student, and community engagement.

GOAL NUMBER 3

The Superintendent shall work diligently to maintain financial integrity of the District.

INDICATORS OF SUCCESS

1. The Superintendent shall maintain a balanced school budget and provide recommendations to maintain a healthy fund reserve balance.
2. The Superintendent shall participate in and complete the annual audit, implement all recommendations made by auditors, coordinate annual audit meetings with the Board of education. File appropriate paperwork with the ISBE and in the appropriate portals, posting on the website as appropriate in compliance with school board policy.
3. The Superintendent shall monitor trial balance reports and inform the Board of Education on a monthly basis on the health of the financial health of the district.

GOAL NUMBER 4

The Superintendent shall continue to take steps to promote a safe and secure school environment.

INDICATORS OF SUCCESS

1. The Superintendent will continue to dialogue and work with local, state, and national officials concerning steps, which schools can take in order to foster a safe and secure school environment.
2. The Superintendent will work with building based administrators to review and create a student handbook which provides high levels of support, restorative practices, and accountability for students who engage in inappropriate behaviors.
3. The Superintendent will work with an external agency to facilitate a process for residency checks provided that funding and monetary resources are available.

GOAL NUMBER 5

The Superintendent shall implement a process for annual evaluations of certified and classified staff.

INDICATORS OF SUCCESS

1. The Superintendent shall maintain a record of annual staff evaluations for certified and classified staff.

Goal Number 6

The Superintendent shall take steps to improve the facilities and maintenance of the School District's internal and external facilities.

INDICATORS OF SUCCESS

1. The Superintendent shall evaluate with the assistance of the Director of Building and Grounds and the Business Manager an annual assessment of Operations and Maintenance of internal operations, facilities and personnel to make recommendations for the improvement to Board as needed.
2. The Superintendent shall participate in the annual life and health safety inspection by the ROE and implement recommendations made as a result of the inspection.
3. The Superintendent shall apply for the annual school Maintenance Grant and implement grant management projects with the support of the Board of Education provided that the monetary resources are available without causing a financial impact on having a balanced budget.