CHIEF HUMAN RESOURCES OFFICER/ DEPUTY SUPERINTENDENT EMPLOYMENT CONTRACT

(2025-2028)

THIS AGREEMENT made this 17th day of December, 2024, by and between the BOARD OF EDUCATION OF TOWNSHIP HIGH SCHOOL DISTRICT NO. 113, LAKE COUNTY, ILLINOIS, hereinafter referred to as the "Board" and KATHRYN ANDERSON, as Chief Human Resources Officer/Deputy Superintendent, hereinafter referred to as the "Deputy Superintendent," and hereinafter collectively referred to as the "Parties," the Parties having mutually agreed to terminate the 2024-2026 Principal's Employment Contract between the parties. This Employment Contract ("Contract") hereby replaces and supersedes any contract of employment currently in effect between the parties as of the commencement date of this Contract as such date is set forth below in paragraph A.1. As such, the Principal's Employment Contract between the Parties dated April 9, 2024, is hereby terminated as of the commencement date of this Contract.

A. EMPLOYMENT AND COMPENSATION

Superintendent for a multi-year period commencing on July 1, 2025, and terminating on June 30, 2028, at an annual salary of Two Hundred Sixty-Three Thousand Three Hundred Forty-Seven Dollars and No Cents (\$263,347.00) for the 2025-2026 Contract Year. The Deputy Superintendent's annual salary for the remaining Contract Years under this Contract shall be determined solely by the Board and shall be based upon the Deputy Superintendent's performance; however, said salary for the remaining Contract Years shall not be set at an amount that is less than the Deputy Superintendent's prior year's salary. The Parties acknowledge that the action of setting the Deputy Superintendent's annual salary shall be in implementation of this provision of this Contract and shall not constitute or require an amendment to this Contract.

The Deputy Superintendent's 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 term "Contract Year" shall refer to the period under this Contract commencing on July 1 and ending on June 30. The Deputy Superintendent hereby accepts employment upon the terms and conditions set forth in this Contract.

2. Teachers' Retirement System and Health Insurance Security Fund. In addition to the annual salary stated in paragraph A.1 of this Contract, the Board shall pay on behalf of the Deputy Superintendent to the TRS and the Teachers' Health Insurance Security Fund ("THIS") the Deputy Superintendent's required contributions to said pension system and health fund. The Deputy 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 Deputy 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 TRS and THIS, and further acknowledge that such contributions are made as a

condition of employment to secure the Deputy Superintendent's future services, knowledge and experience.

3. <u>Creditable Earnings</u>. The Parties hereby agree that the Board makes no representations regarding the creditable earnings status with respect to any compensation received by the Deputy Superintendent pursuant to the terms of this Contract. Any and all determinations regarding creditable earnings, creditable service and related TRS issues shall be made by TRS and, where applicable, a court of competent jurisdiction.

B. CONDITIONS OF EMPLOYMENT

- 1. <u>License</u>. During the term of this Contract, the Deputy Superintendent shall hold and maintain a valid and properly registered license issued by the Illinois State Educator Preparation and Licensure Board, as well as a valid and appropriate Superintendent's license qualifying her to act as the Chief Human Resources Officer/Deputy Superintendent in the School District.
- Superintendent shall submit, at Board expense, to a physical or mental examination by a physician licensed in Illinois to practice medicine and surgery in all its branches whenever the Board deems such examination necessary and in accordance with applicable law. Such examination shall be performed by a physician designated by the Board, unless required by law to be performed by a physician designated by the Deputy Superintendent. Subject to any applicable legal requirements, the Deputy Superintendent shall authorize and direct the examining physician to provide the Board with a written report or reports of any such examinations and of opinions the physician may form therefrom, as well as other information pertaining to such examination or opinions, whether written or oral, as the Board may require. As a condition of employment, the Deputy Superintendent also agrees to comply with all health requirements established by law.
- 3. <u>Employment Representations.</u> The Deputy Superintendent represents that she is not under contract with any other school district for any portion of the term covered by this Contract. The Deputy Superintendent further represents that all information provided to the District in the process of application for employment was true and complete.
- 4. <u>Murderer and Violent Offender and Sex Offender Database Checks</u>. As required under Section 10-21.9 of the Illinois *School Code*, for all (both new and continuing) employees, the Deputy Superintendent acknowledges that the continuation of this Contract is contingent on the Board deeming acceptable the results of periodic re-checks of the Statewide Sex Offender Database and the Statewide Murderer and Violent Offender Against Youth Database as such re-checks are periodically required by law. The Board reserves the right to terminate this Contract should any required, periodic re-check result in the Deputy Superintendent being deemed by the Board (in accordance with applicable law) unacceptable to work in the School District.

C. BENEFITS

- **1.** <u>Insurance</u>. The Board will provide the Deputy Superintendent with the following Board paid benefits:
 - a. Hospitalization/medical insurance and dental insurance, at the same rate

and terms and conditions as provided to the Licensed Staff Members;

- b. Disability insurance in accordance with the District's insurance policy;
- c. Liability insurance, as provided to other administrators in the District; and
- d. Term life insurance of three times (3x) the Deputy Superintendent's annual salary as stated in Paragraph A.1 up to a maximum of \$500,000.00 and in accordance with the District's insurance policy.

If, at any time during the term of this Contract, the Board's payment of insurance premiums is deemed to constitute a discriminatory or otherwise impermissible benefit under law or regulation or other official guidance subjecting the Board or the Deputy Superintendent to potential penalties, fees, employee benefit plan failures or increased tax payments, then the Board may, in its discretion, determine to decrease its payment for such insurance and make a corresponding increase in the Deputy Superintendent's salary or other compensation to offset the cash value of the reduction in such insurance premium benefit. The Board's action to modify insurance benefits and increase or otherwise change the Deputy Superintendent's salary pursuant to this Contract provision shall be in implementation of this provision of this Contract and shall not constitute or require an amendment to this Contract.

- 2. <u>Reimbursement of Business Expenses</u>. The Board shall reimburse the Deputy Superintendent for reasonable monthly expenses incurred in the performance of her duties. Substantiation of all expenses incurred pursuant to this provision shall be made by the Deputy Superintendent in accordance with the regulations of the *Internal Revenue Code*, as amended.
- **Year or will be lost and unavailable for use or payment, provided, however, that up to half of the vacation days may be carried over to the subsequent Contract Year should there be one. Any days carried over must be used by the Deputy Superintendent by the last day of Winter Break or shall be lost and no longer available for use or payment. The Deputy Superintendent shall also be entitled to all legal holidays. Winter, Spring, and Summer recess periods shall constitute working days unless specifically scheduled and credited toward the vacation days listed above.**
- **4.** <u>Sick Leave</u>. The Deputy Superintendent shall be granted sick leave, as defined in Section 24-6 of the *School Code*, in the same manner and amount as afforded to Licensed Staff Members in the School District.
- 5. <u>Personal Leave</u>. The Deputy Superintendent shall be granted three (3) personal leave days per Contract Year for the purpose of conducting personal business that cannot be done outside of the school hours. The Deputy Superintendent's use of personal leave days is subject to

the approval of the Superintendent. Personal leave days must be used in the Contract Year in which they were received and any unused personal leave days in a given Contract Year will be added to accumulated sick leave days at the end of the Contract Year.

- **6.** <u>Professional Organizations.</u> Subject to prior approval of the Superintendent, the Deputy Superintendent shall be reimbursed for all dues and membership fees to a reasonable number of professional organizations.
- 7. <u>Professional Meetings Attendance</u>. The Deputy Superintendent is expected to attend appropriate professional meetings at the local and state levels and, subject to prior Board/Superintendent approval, at the national level. All reasonable expenses incurred shall be paid by the Board in accordance with Board Policy.
- **8.** Local Civic and Fraternal Group Participation. The Deputy Superintendent is encouraged to participate in local civic and fraternal organizations in the interest of promoting a better understanding of the District and its concerns. Subject to its prior approval, the Board shall pay the dues incurred through membership in such organizations.
- **9.** Annuities and Deferred Compensation. From the annual salary stated in paragraph A.1. of this Contract, the Deputy Superintendent may (1) annually defer compensation pursuant to and in accordance with the terms of an eligible deferred compensation plan, as described in Section 457(b) of the *Internal Revenue Code* if adopted by the Board, and/or (2) authorize a salary reduction in order that the Board may purchase a 403(b) eligible product for the Deputy Superintendent as described in Section 403(b) of the *Internal Revenue Code*, in accordance with the Board's 403(b) Plan if offered, and provided that the Deputy Superintendent confirms that any such deferrals and/or reductions are within *Internal Revenue Code* limitations.
- 10. Other Benefits. The Parties acknowledge and agree that the benefits set forth in this Contract constitute the entire benefits package provided to the Deputy Superintendent by the Board and no other benefits, whether established by Board policy or other procedure, shall apply unless required by law or otherwise agreed to by the Parties in writing.

D. POWERS, DUTIES AND GOALS

1. Responsibilities and Duties. The Deputy Superintendent as directed in her job description, is responsible for developing the vision, mission, goals and objectives for human resources consistent with the overall objectives and goals of the School District. The Deputy Superintendent shall also assist the Superintendent or designee in the administrative operation and management of the School District with respect to human resources programs and activities and administrative services. The Deputy Superintendent shall also assume any additional administrative responsibilities and duties that may be assigned, under the supervision and direction of the Superintendent or designee 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 the District. The Deputy Superintendent shall be responsible for all obligations contained in the official job description for the Chief Human Resources Officer/Deputy Superintendent and shall be responsible for, and deemed to have knowledge of, all of the policies, rules and regulations established by the Board and shall comply with their requirements.

- **2.** Transfer. During the term of this Contract, the Deputy Superintendent may be transferred to another position if it is in the best interests of the Board as determined by the Board in its sole discretion and the Deputy Superintendent's salary and benefits provided under this Contract are not reduced.
- 3. Extent of Service. The Deputy Superintendent shall devote her entire time, attention, and energy to the business of the School District and related professional activities. With the permission of the Superintendent, the Deputy Superintendent may attend university courses, seminars, or other professional growth activities; serve as a consultant to another district or educational agency for a short-term duration without loss of salary; lecture, and engage in writing activities and speaking engagements. The Deputy Superintendent may not jeopardize the functioning of the School District by any lengthy and conspicuous absence for such professional activities.
- 4. Performance Goals and Indicators. The Parties acknowledge and agree that this Contract is intended to and shall be a performance-based multi-year contract of employment under and pursuant to 105 ILCS 5/10-23.8a. Annually, the Deputy Superintendent shall assist the Superintendent to (1) evaluate student performance; (2) review the curriculum and instructional services; (3) evaluate the District's staffing needs related to curriculum and instructional services; and (4) report to the Superintendent on her findings as to: (a) student performance; and (b) her recommendations, if any, for instructional and staffing changes as a result of her review and evaluation of such matters. The presentation of the report shall constitute the achievement of the goals and indicators of student performance and academic improvement as required by Section 10-23.8a of the Illinois School Code.

The Superintendent shall determine whether the Deputy Superintendent has met the goals above using the criteria described in the goals themselves, as well as the Superintendent's own judgment as to whether the Deputy Superintendent has exhibited the leadership, guidance and effort needed to achieve the goals. The Superintendent shall make this determination after an evaluation of the Deputy Superintendent and shall issue his determination in writing and present it to the Deputy Superintendent as part of the evaluation process.

E. EVALUATION

During the term of this Contract, the Deputy Superintendent shall be evaluated by the Superintendent in accordance with the District's practice. One copy of the written evaluation shall be included in the Deputy Superintendent's personnel file and one copy shall be provided to the Deputy Superintendent. The Deputy Superintendent's progress toward and attainment of the performance goals set forth in paragraph D.4 of this Contract will also be assessed. After such evaluation, the Parties may schedule a meeting to review the evaluation and determine, if necessary, the terms and conditions of, and the performance goals for, the continued future employment of the Deputy Superintendent.

F. RENEWAL AND NON-RENEWAL OF CONTRACT

- 1. <u>Renewal</u>. At the end of this Contract, the Board and Deputy Superintendent may mutually agree to renew the employment of the Deputy Superintendent. In such event, the Board shall take specific action to enter into a new contract of employment with the Deputy Superintendent.
- 2. <u>Non-Renewal</u>. In the event the Board determines not to renew the employment of the Deputy Superintendent, this Contract shall expire at the end of the term set forth in paragraph A.1. The Deputy Superintendent shall receive notice of intent not to renew her employment in accordance with the requirements of the *School Code*.
- 3. <u>Extension</u>. Prior to the end of any year of this Contract, the Board and Deputy Superintendent may mutually agree to extend the employment of the Deputy Superintendent, provided that the performance goals and indicators set forth in paragraph D.4 of this Contract have been met. In such event, the Board shall take specific action to discontinue this Contract and enter into a new multi-year contract of employment.
- **4.** <u>Amendment.</u> Any salary or other adjustment or modification made during the life of this Contract shall be in the form of a written amendment and shall become a part of this Contract, but such adjustment or modification shall not be construed as a new contract with the Deputy Superintendent or as an extension of the termination date of this Contract.

G. TERMINATION

- **1. Grounds for Termination.** This employment Contract may be terminated during its term by:
 - a. Mutual Agreement;
 - b. Permanent disability (inability to perform essential job functions with or without reasonable accommodation);
 - c. Discharge for cause; or
 - d. Death.
- 2. <u>Cause</u>. Discharge for Cause during the term of this Contract shall be for any conduct, act, or failure to act by the Deputy Superintendent that is detrimental to the best interests of the School District. Reasons for discharge for cause shall be given in writing to the Deputy Superintendent, who shall be entitled to notice and a hearing before the Board to discuss such causes. If the Deputy Superintendent chooses to be accompanied by legal counsel, he shall bear any costs therein involved. The Board hearing shall be conducted in executive session.

H. MISCELLANEOUS

1. <u>Notice</u>. Any notice or communication 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 Deputy Superintendent or the President of the Board.

- **2.** Governing Law. This Contract has been executed in Illinois and shall be governed in accordance with the laws of the State of Illinois in every respect.
- **3.** <u>Headings and Numbers.</u> 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.** <u>Counterparts.</u> 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.** <u>Complete Understanding.</u> This Contract contains all the terms agreed upon by the parties with respect to the subject matter of this Contract and supersedes all prior contracts, agreements, arrangements, and communications between the parties concerning such subject matter, whether oral or written.
- **6.** <u>Effect of Agreement.</u> This Contract shall inure to the benefit of and be binding upon the Board and its successors and assigns.
- 7. Policy Amendments. The Board retains the right to repeal, change or modify any policies or regulations which it has adopted or may hereafter adopt, subject however, to restrictions contained in the *School Code* and other applicable law.
- **8.** <u>Severability.</u> If any 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 herefrom, and the remainder of this Contract shall continue to have its intended full force and effect.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the Parties have executed this Contract on the date indicated above, upon formal approval by the Board at a duly convened meeting held this same date.

CHIEF HUMAN RESOURCES OFFICER/ DEPUTY SUPERINTENDENT



BOARD OF EDUCATION TOWNSHIP HIGH SCHOOL DISTRICT NO. 113 LAKE COUNTY, ILLINOIS



ATTEST:



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