

EXECUTIVE DIRECTOR OF FACILITIES EMPLOYMENT CONTRACT (2025- 2028)

AGREEMENT made this 13th day of May, 2025, between the **BOARD OF EDUCATION OF TOWNSHIP HIGH SCHOOL DISTRICT NO. 113, LAKE COUNTY, ILLINOIS**, hereinafter referred to as the "Board," and **JOSE MEDINA**, hereinafter referred to as the "Executive Director," and hereinafter collectively referred to as the "Parties."

A. EMPLOYMENT AND COMPENSATION

1. Salary and Term of Employment. The Board hereby employs the Executive Director for a multi-year period commencing on July 1, 2025, and terminating on June 30, 2027, at an annual salary of One Hundred Sixty-Seven Thousand Five Hundred Dollars (\$167,500) for the 2025-2026 Contract Year. The Executive Director's annual salary for the remaining Contract Years under this Contract shall be determined solely by the Board and shall be based upon the Executive Director's performance; however, said salary for the remaining Contract Years shall not be set at an amount that is less than the Executive Director's prior year's annual salary. The Parties acknowledge that the action of setting the Executive Director's annual salary shall be in implementation of this provision of the Contract and shall not constitute or require an amendment to this Contract.

The Executive Director'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 each period under this Contract commencing on July 1 and ending on June 30. The Executive Director hereby accepts employment upon the terms and conditions hereinafter set forth.

2. Illinois Municipal Retirement Fund. In addition to the annual salary stated in paragraph A.1 of this Contract, the Board shall pay on behalf of the Executive Director to the Illinois Municipal Retirement Fund ("IMRF") the Executive Director's required contributions to said pension system. The Executive Director 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 pension system. Both Parties acknowledge that the Executive Director did not have the option of choosing to receive the contributed amounts directly, instead of having such contributions paid by the Board to the IMRF, and further acknowledge that such contributions are made as a condition of employment to secure the Executive Director'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 Executive Director 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. **Employment Representations.** The Executive Director represents that he is not under contract with any other school district for any portion of the term covered by this Contract. The Executive Director further represents that all information provided to the District in the process of application for employment was true and complete.

2. **Medical Examination.** The Executive Director 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 Executive Director. Subject to any applicable legal requirements, the Executive Director 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 Executive Director also agrees to comply with all health requirements established by law.

3. **Compliance with Law.** The Executive Director shall comply with all rules, regulations and orders of the Board and all provisions of the *School Code* and all other relevant local, state, and federal laws and statutes.

4. **Murderer and Violent Offender and Sex Offender Database Checks.** As required under Section 10-21.9 of the Illinois *School Code*, for all (both new and continuing) employees, the Executive Director 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 Executive Director being deemed by the Board (in accordance with applicable law) unacceptable to work in the School District.

C. BENEFITS

1. **Reimbursement of Business Expenses.** The Board shall reimburse the Executive Director for reasonable monthly expenses incurred in the performance of the Executive Director's duties subject to the Board's expense reimbursement policies and procedures. Substantiation of all expenses incurred pursuant to this provision shall be made by the Executive Director in accordance with the regulations of the *Internal Revenue Code*, as amended and the Board's expense reimbursement policies and procedures.

2. **Insurance.** The Board will provide the Executive Director with the following Board-paid benefits:

- a. 100% Board paid individual and full family Hospitalization/medical

insurance and dental insurance as provided under any group program effective in the District;

- 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, in an amount equal to three times the Executive Director's annual salary, as stated in Paragraph A.1 up to a maximum of \$500,000 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 Executive Director 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 Executive Director'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 Executive Director'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.

3. Vacation. The Executive Director shall be entitled to a paid vacation of twenty-five (25) working days in each Contract Year, provided, however, that the Executive Director shall provide the Superintendent with prior advanced notice before utilizing vacation days and that any vacation time in excess of five (5) consecutive school days shall be mutually agreed upon by the Superintendent and the Executive Director. Vacation must be taken within the Contract Year in which it is granted or will be lost and unavailable for use or payment, provided, however, that up to half of the vacation days granted may be carried over to the subsequent Contract Year should there be one. Any days carried over must be used by the Executive Director by the last day of Winter Break of that immediately following Contract Year or, if not used, up to ten (10) of the carried over days will be paid out to the Executive Director at the per diem rate of the Contract Year to which the days were carried over. Such payment will be made with the first paycheck of the month following Winter Break. Any days left unused that are not paid out shall be lost and no longer available for use or payment. This vacation payback benefit is not available to the Executive Director if the Executive Director is participating in the Retirement Incentive Bonus pursuant to the Agreement & Promissory Note between the Executive Director and the Board. The Executive Director shall also be entitled to all legal school holidays. Winter, Spring, and Summer recess periods shall constitute working days unless specifically scheduled and credited toward the vacation days listed above.

4. Sick Leave. The Executive Director shall be granted sick leave, as defined in Section 24-6 of the *School Code*, of eighteen (18) working days per Contract Year.

5. Personal Leave. The Executive Director shall be granted three (3) personal leave days during each Contract Year. The Executive Director's use of personal leave days is subject to

the approval of the Superintendent. Unused personal leave days shall convert to sick leave at the end of each fiscal year.

6. **Professional Meetings Attendance.** The Executive Director 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.

7. **Annuities and Deferred Compensation.** From the annual salary stated in paragraph A.1 of this Contract, the Executive Director 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 Executive Director 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 Executive Director confirms that any such deferrals and/or reductions are within *Internal Revenue Code* limitations.

8. **Tuition Reimbursement.** The Board shall reimburse the Executive Director a maximum of One Thousand Five Hundred Dollars (\$1,500.00) per Contract Year for tuition reimbursement, provided that the coursework is reasonably related to the Executive Director's professional responsibilities and is preapproved by the Superintendent. Substantiation of all expenses incurred pursuant to this provision shall be made by the Executive Director.

9. **Other Benefits.** The Parties acknowledge and agree that the benefits set forth in this Contract constitute the entire benefits package provided to the Executive Director 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 Executive Director, as directed in the Executive Director's job description, shall assist the Superintendent or designee in the administrative operation and management of the School District with respect to facilities and grounds. The Executive Director 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, which may be amended from time to time. The Executive Director shall be responsible for, and deemed to have knowledge of, all of the policies and rules and regulations established by the Board and shall comply with their requirements.

2. **Transfer.** During the term of this Contract, the Executive Director 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 Executive Director's salary and benefits provided under this Contract are not reduced.

3. Extent of Service. The Executive Director shall devote their entire time, attention, and energy to the business of the School District and related professional activities. With the permission of the Board, the Executive Director 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 Executive Director 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 Executive Director shall assist the Superintendent to (a) evaluate the student performance with respect to technology and business support services, 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 of the District with regard to maintenance and improvement technology and support services; and (c) report to the Board the Executive Director's findings as to (i) student performance and (ii) recommendations, if any, for curriculum, instructional or technology and support services changes as a result of the Executive Director's evaluation of student performance. The presentation of the report shall constitute the achievement of the goals and indicators of student performance and academic improvement as required by this Contract and as may be required under Section 23.8a of the *School Code*.

The Superintendent shall also determine whether the Executive Director has met the performance goals using criteria described in the goals themselves, as well as the Superintendent's own judgment as to whether the Executive Director has exhibited the leadership, guidance and effort needed to achieve the goals. The Superintendent shall make this determination after an evaluation of the Executive Director and shall issue the determination in writing and present it to the Executive Director as part of the evaluation process. The parties acknowledge that the action to incorporate such additional performance goals into this Contract shall be in implementation of this provision of this Contract and shall not constitute or require an amendment to this Contract.

E. EVALUATION

During the term of this Contract, the Executive Director shall be evaluated by the Superintendent in accordance with the District's practice. One copy of the written evaluation shall be included in the Executive Director's personnel file and one copy shall be provided to the Executive Director. The Executive Director'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 Executive Director.

F. RENEWAL, EXTENSION, AND AMENDMENT OF CONTRACT

1. **Renewal.** At the end of this Contract, the Board and Executive Director may mutually agree to renew the employment of the Executive Director for a multi-year period. In such event, the Board shall take specific action to enter into a new contract of employment with the Executive Director.

2. **Non-Renewal.** In the event the Board determines not to extend the employment of the Executive Director, this Contract shall expire at the end of the term set forth in paragraph A.1. The Executive Director shall receive notice of intent not to renew the Executive Director's employment in accordance with the requirements of the *School Code*.

3. **Extension.** Prior to the end of any year of this Contract, the Board and Executive Director may mutually agree to extend the employment of the Executive Director for a multi-year period, 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. **Amendment.** 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 Executive Director 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. **Cause.** Discharge for cause during the term of this Contract shall be for any conduct, act, or failure to act by the Executive Director that is detrimental to the best interests of the School District. Reasons for discharge for cause shall be given in writing to the Executive Director, who shall be entitled to notice and a hearing before the Board to discuss such causes. If the Executive Director chooses to be accompanied by legal counsel, the Executive Director shall bear any costs therein involved. The Board hearing shall be conducted in executive session.

H. MISCELLANEOUS

1. **Notice.** 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 Executive Director 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. **Headings and Numbers.** 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. **Counterparts.** 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. **Complete Understanding.** 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. **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.

7. **Effect of Agreement.** This Contract shall inure to the benefit of and be binding upon the Board and its successors and assigns.

8. **Severability.** 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 Agreement on the date indicated above, upon formal approval by the Board at a duly convened meeting held this same date.

**EXECUTIVE DIRECTOR
OF FACILITIES**

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

Jose Medina

By: _____
President

ATTEST:

Secretary