

**CHIEF COMMUNICATIONS
OFFICER (IMRF)
EMPLOYMENT CONTRACT
(2025 - 2027)**

AGREEMENT made this 4th day of March, 2025, between the **BOARD OF EDUCATION OF TOWNSHIP HIGH SCHOOL DISTRICT NO. 113, LAKE COUNTY, ILLINOIS**, hereinafter referred to as the "Board," and **KAREN WARNER** as Chief Communications Officer hereinafter referred to as the "Administrator" and hereinafter collectively referred to as the "Parties," the Board having reviewed and determined that the Administrator has met the performance goals set forth in the prior multi-year 2024-2026 Employment Contract. 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 employment contract between the Parties dated April 9, 2024, is hereby terminated as of the commencement date of this Contract.

A. EMPLOYMENT AND COMPENSATION

1. Salary and Term of Employment. The Board hereby employs the Administrator for a multi-year period commencing on July 1, 2025, and terminating on June 30, 2027, at an annual salary of Two Hundred Six Thousand Eight Hundred Three Dollars and No Cents (\$206,803.00) for the 2025-2026 Contract Year. The Administrator's annual salary for the remaining Contract Years under this Contract shall be determined solely by the Board and shall be based upon the Administrator's performance; however, said salary for the remaining Contract Years shall not be set at an amount that is less than the Administrator's prior year's salary. 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 salary shall be payable in equal installments in accordance with the rules of the Board governing payments of other administrative staff members in the school district. The term "Contract Year" shall refer to the period from July 1 to June 30. The Administrator 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 Administrator to the Illinois Municipal Retirement Fund ("IMRF") the Administrator's required member contributions to said pension system. The Administrator 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 Administrator 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 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 Examinations.** 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. 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 Administrator. Subject to any applicable legal requirements, the Administrator 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 Administrator also agrees to comply with all health requirements established by law.

2. **Employment Representations.** The Administrator represents that the Administrator is not under contract with any other school district for any portion of the term covered by this Contract. The Administrator further represents that all information provided to the District in the process of application for employment was true and complete.

3. **Compliance with Law.** The Administrator 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 Administrator 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 Administrator being deemed by the Board (in accordance with applicable law) unacceptable to work in the School District.

C. BENEFITS

1. **Insurance.** The Board will provide the Administrator 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 the amount of three (3) times the Administrator'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 Administrator to potential penalties, fines, fees, employee benefit plan failures or a new or increased tax or accessible payments, the Board may, in its discretion, determine to modify its payment for such insurance and make a corresponding increase in the Administrator's salary or other compensation to offset the diminished cash value, if any, of the change in such insurance premium benefit. The Board's action to modify the insurance benefit and increase another form of compensation under this paragraph shall be in implementation of this provision of this Contract and shall not constitute or require an amendment to this Contract.

2. Reimbursement of Business Expenses. The Board shall reimburse the Administrator for reasonable monthly expenses incurred in the performance of the Administrator'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 Administrator in accordance with the regulations of the *Internal Revenue Code*, as amended and the Board's expense reimbursement policies and procedures.

3. Vacation. The Administrator shall be entitled to a paid vacation of twenty-five (25) working days during each Contract Year, provided however, that the Administrator 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 Administrator and the Superintendent. Vacation must be taken within the Contract Year in which it was 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 following Contract Year should there be one. Any days carried over must be used by the Administrator by the last day of Winter Break of that immediately following Contract Year, if not used, up to ten (10) of the carried over days will be paid out to the Administrator 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 Administrator if the Administrator is participating in the Retirement Incentive Bonus pursuant to the Agreement & Promissory Note between the Administrator and the Board. The Administrator 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. Sick Leave. The Administrator 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 Administrator shall be granted three (3) personal leave days during each Contract Year for the purpose of conducting personal business that cannot be done outside of school hours. The Administrator's use of personal leave days is subject to the approval of the Superintendent. Personal leave days shall not be used as sick leave and shall not accumulate.

6. **Professional Meetings Attendance.** Subject to prior approval by the Superintendent, the Administrator may attend appropriate professional meetings at the local, state and national levels. All reasonable expenses incurred shall be paid by the Board in accordance with and subject to Board Policy and procedure.

7. **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 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 Administrator 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 Administrator confirms that any such deferrals and/or reductions are within *Internal Revenue Code* limitations.

8. **Other Benefits.** The Parties acknowledge and agree that the benefits set forth in this Contract constitute the entire benefits package provided to the Administrator 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 AND DUTIES

1. **Responsibilities and Duties.** The Administrator as directed in the Administrator's description, shall assist the Superintendent in the administrative operation and management of the School District with respect to communications and alumni management. The Administrator shall also assume any additional administrative responsibilities and duties that may be assigned, 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 the District. The Administrator 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 Administrator 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 Administrator's salary and benefits provided under this Contract are not reduced.

3. **Extent of Service.** The Administrator shall devote their entire time, attention, and energy to the business of the School District and related professional activities. With the permission of the Superintendent, the Administrator 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 Administrator 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 Administrator shall (1) evaluate student performance; (2) evaluate the operation of the District's communication and alumni management; and (3) report to the Superintendent on the Administrator's findings as to: (a) student performance; and (b) the Administrator's recommendations, if any, for communications adjustments or programmatic changes to communications and alumni management as a result of the Administrator's 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 Administrator 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 Administrator has exhibited the leadership, guidance and effort needed to achieve the goals. The Superintendent shall make this determination after an evaluation of the Administrator and shall issue his determination in writing and present it to the Administrator as part of the evaluation process.

E. EVALUATION

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

F. RENEWAL AND AMENDMENT OF CONTRACT

1. Renewal. At the end of this Contract, the Board and Administrator may mutually agree to renew the employment of the Administrator upon such terms and conditions as they may mutually agree. In such event, the Board shall take specific action to enter into a new contract of employment with the Administrator.

2. Non-Renewal. In the event the Board determines not to renew or extend the employment of the Administrator, this Contract shall expire at the end of the term set forth in paragraph A.1. The Administrator shall receive notice of intent not to renew the Administrator'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 Administrator may mutually agree to extend the employment of the Administrator, 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 Administrator or as an extension of the termination date of this Contract.

G. TERMINATION

1. Grounds for Termination. This Contract may be terminated during its term by:

- a. Mutual agreement;
- b. Permanent disability (inability to perform essential job functions with or without 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 Administrator that is detrimental to the best interests of the School District. 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 such causes. If the Administrator chooses to be accompanied by legal counsel, the Administrator 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 Administrator 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. 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 contracts, agreements, arrangements and communications between the Parties concerning such subject matter, whether oral or written.

5. **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.

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.

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 COMMUNICATIONS
OFFICER**

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

Karen Warner

By: _____
President

ATTEST:

Secretary