

ADMINISTRATOR'S EMPLOYMENT CONTRACT

(July 1, 2024 – June 30, 2027)

AGREEMENT made this 21st day of December, 2023, between the **BOARD OF EDUCATION OF HINSDALE TOWNSHIP HIGH SCHOOL DISTRICT NO. 86, DU PAGE AND COOK COUNTIES, ILLINOIS** (the "Board"), and **KARI SMITH** (the "Administrator"), and hereafter collectively referred to as the "Parties."

This Agreement constitutes a successor administrative performance-based employment contract entered into during the term of an existing, predecessor administrative performance-based employment contract. In accordance with the provision in 105 ILCS 5/10-23.8a of the Illinois School Code, the Administrator and the Board hereby confirm and acknowledge that the Administrator has met the performance goals, as stated in the predecessor contract. As such, this Contract hereby supersedes and replaces any existing employment contract between the Parties as of the commencement date set forth in Paragraph A.1

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, 2024, and terminating on and through June 30, 2027, 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 Administrator's annual salary for the 2024-2025 Contract Year shall be One Hundred Eighty-Seven Thousand Eight Hundred Dollars and NO/100 (\$187,800.00). 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. Notwithstanding the foregoing, the salary for any new Contract Year shall not be less than the salary paid to the Administrator during the previous Contract Year. 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. 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 State of Illinois Teachers' Retirement System ("TRS") the Administrator's required member contributions on creditable earnings to the defined benefit pension plan. 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 the TRS. If the rate for the Administrator's required contributions is reduced, the Board's payment of same will be reduced accordingly. The Administrator shall have no right to receive any portion of the rate differential. 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 TRS, and further acknowledge that such contributions are made as a condition of employment to secure the Administrator's future services, knowledge and experience. The annual salary stated in paragraph A.1 of this Contract includes the payment by the Board on behalf of the Administrator of her required contributions to the Teacher Health Insurance Security Fund ("THIS"). Contributions for THIS will be salary-reduced from the salary set forth in paragraph A.1 and contributed by the Board to the THIS on behalf of the Administrator. The Administrator does not have the right to receive payment for any amounts that would have been contributed to the TRS by the Board on her behalf had the Administrator's required contributions not been limited by the retirement system due to the application of the established limit for contributions to TRS or due to a refund of an overpayment of such contributions because of a decrease in the applicable member rate, if any.

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.

4. **Criminal Background Investigation.** 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.

5. **Waiver of Tenure.** The Administrator acknowledges that, pursuant to the *School Code*, she waives all rights to tenure in the District only for the term of this multi-year Contract and any multi-year extension thereof. Upon acceptance of this multi-year Contract, the Administrator shall not lose any previously acquired tenure credit with the District.

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, or the family insurance coverage rate, 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 ~~IRS~~ ^{IRS} 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 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.

3. **Sick and Personal Leave.** The Administrator shall be granted twenty-one (21) paid sick leave days, as defined in Section 24-6 of the *School Code*, and two (2) paid personal leave days in each Contract Year. 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.

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. Nothing herein limits the Administrator's participation in the TRS Supplementary Savings Plan (457(b) plan) at her own expense.

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 Administrator 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, under the direction of the Superintendent, shall have charge over her respective department as specified in the job description of the Assistant Superintendent of Student Services. The Administrator shall also perform other professional duties customarily performed by an administrator of the Students Services Department 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

undertake consultation work, speaking engagements, writing, teaching a college or university course, lecturing, or other professional duties and obligations with the authorization of the Superintendent. The Administrator may not jeopardize the functioning of the School District by any lengthy and conspicuous absence for such professional activities.

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/or 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, and attendance and dropout rates; (b) review the curriculum and instructional services; and (c) report to the Superintendent 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 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 the completion of the evaluation of the Administrator required by paragraph D.4 of this Contract.

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 administration of personnel and other duties 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. 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 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, she shall bear any costs involved. The Board hearing shall be conducted in executive session.

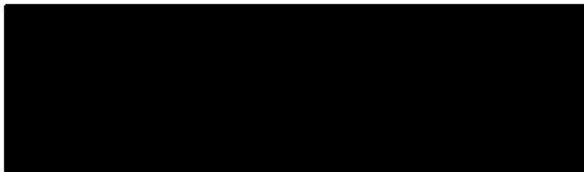
3. **Effects of Termination.** Nothing shall prohibit the Board from suspending the Administrator without pay pending an investigation and completion of the termination process. After the effective date of dismissal, the Administrator or any third party on her behalf shall not be entitled to any further payments of compensation or benefits afforded under these contractual provisions, unless otherwise required by law.

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.

IN WITNESS WHEREOF, the Parties have executed this Agreement this 21st day of December, 2023 upon formal approval by the Board at a duly convened meeting held this same date.

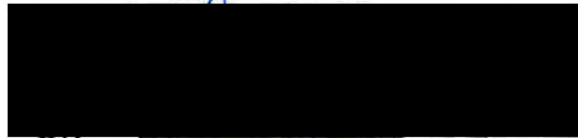
KARI SMITH



Administrator

12/19/23

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



President

12/21/23

ATTEST:

1222734.1



Secretary

