

ADMINISTRATOR'S EMPLOYMENT CONTRACT

(July 1, 2024 – June 30, 2027)

AGREEMENT made this 30th day of May, 2024, between the **BOARD OF EDUCATION OF HINSDALE TOWNSHIP HIGH SCHOOL DISTRICT NO. 86, DU PAGE AND COOK COUNTIES, ILLINOIS** (the "Board"), and **WILLIAM WALSH** (the "Administrator"), and hereafter collectively referred to as the "Parties."

This Contract constitutes an administrative performance-based employment contract. 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 a Principal in Hinsdale Township High School District No. 86. 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 base salary for the 2024-2025 Contract Year shall be One Hundred Ninety-Six Thousand, Nine Hundred Three Dollars and NO/100 (\$196,903.00). In exchange for the Administrator's written irrevocable notice of retirement effective June 30, 2027, which he affirms by his signature to this Contract, the Administrator's salary for each subsequent Contract Year under this Contract shall be such amount that provides the Administrator with a six percent (6%) increase in TRS creditable earnings over the Administrator's TRS creditable earnings in the immediately prior Contract Year. In no event will the District pay to the Administrator more than a 6% increase in total creditable earnings in the final two years of service.

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 reserves the right to adjust the compensation and/or benefits provided under this Contract for the 2025-2026 and 2026-2027 Contract Years to prevent the Board from exceeding, and/or to address the consequences of having exceeded, the TRS six percent (6%) annual creditable earnings cap for those Contract Years. The Parties acknowledge that the action of adjusting the Administrator's compensation and/or benefits as described in this paragraph A.1 shall be in implementation of this provision of this Contract and shall not constitute or require an amendment to this Contract. 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 his 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 his 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 he 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 his 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 him 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*, he waives all rights to tenure in the District only for the term of this multi-year Contract. Upon acceptance of this multi-year Contract, the Administrator shall not lose any previously acquired tenure credit with the District.

6. **TRS Cap Acknowledgement.** The parties acknowledge and agree that the compensation provided under this Contract for the 2025-2026 and 2026-2027 Contract Years is not intended to exceed the TRS cap on end of career salary increases or the TRS cap on the granting of sick days for any Contract Year which is within the Administrator's TRS annuity determination period. The Board reserves the right to adjust the compensation and/or benefits provided under this Contract for the 2025-2026 and 2026-2027 Contract Years to prevent the Board from exceeding, and/or address the consequences of having exceeded, the TRS annual creditable earnings cap and/or the TRS sick leave day grant restriction for those Contract Years.

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 IMRF 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 his 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 his own expense.

5. **Cell Phone.** The Board has determined that, by virtue of his 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 his 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, serving as a Principal, shall supervise the operation of attendance centers as the Board shall determine necessary and shall have as his primary responsibility the improvement of instruction. The Administrator as Principal shall also assume

administrative responsibilities and instructional leadership, 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 his assigned attendance area. The Administrator as Principal shall submit recommendations, as requested, to the Superintendent concerning the appointment, retention, promotion, and assignment of all personnel assigned to his attendance center and shall keep such other registers, records, and reports as may be directed by the Superintendent and the Board or required by law. The Principal shall be responsible for all obligations contained in the official job description for District principals, including the discipline of students in accordance with the requirements of the School Code and Board policy.

The Administrator shall also perform other professional duties customarily performed by an administrator 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 his 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.** The Parties acknowledge that this multi-year Contract is a performance-based contract which includes goals and indicators of student performance and academic improvement determined by the Superintendent to measure the performance and effectiveness of the Administrator as mandated under the School Code. The Parties agree that goals and indicators of student performance and academic improvement shall be discussed and incorporated as a part of this Contract by June 30, 2024 as Appendix A. After the Superintendent's evaluation of the Administrator for the 2024-2025 Contract Year, the Superintendent and Administrator will discuss performance goals and indicators, and any new goals and indicators of student performance and academic improvement shall be appended to this Contract and incorporated not later than September 1 annually. The Superintendent will review and assess the Administrator's performance based upon the student performance and academic improvement goals set forth in Appendix A, and any other performance goals and objectives established by the Superintendent.

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, his administration of personnel and other duties required under his job description, and his 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 dismissal of the Administrator.

E. AMENDMENT OF CONTRACT

Except as specifically allowed by paragraph A.1 above, 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, he 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 completion of the termination process. After the effective date of dismissal, the Administrator or any third party on his 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

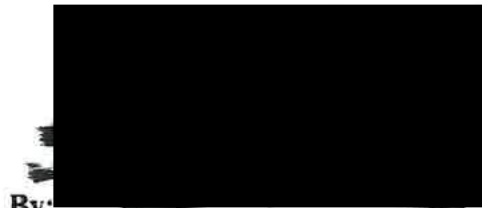
1. Any notice required to be given under this Contract shall be deemed sufficient if it is in writing and sent by email or mail to the last known residence of the Administrator or the President of the Board.

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, his 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.
7. If a court having jurisdiction issues a final decision declaring any provision of this Contract to be unlawful or unenforceable, all other provisions of the Contract shall remain in force and effect.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the Parties have executed this Contract this 30th day of May, 2024 upon formal approval by the Board at a duly convened meeting held this same date.

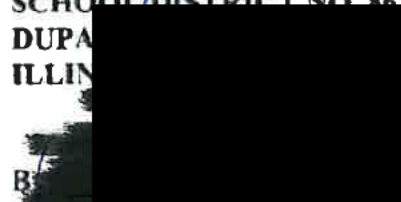
WILLIAM WALSH



By: _____

Administrator

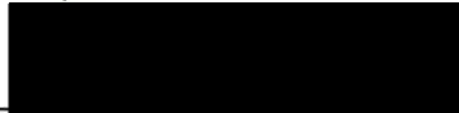
**BOARD OF EDUCATION
HINSDALE TOWNSHIP HIGH
SCHOOL DISTRICT NO. 86
DUPAGE COUNTY, ILLINOIS**



By: _____

President

ATTEST:



Secretary