

SUPERINTENDENT'S MULTI-YEAR EMPLOYMENT CONTRACT

(July 1, 2024 – June 30, 2027)

AGREEMENT made this 10th day of January 2024 between the BOARD OF EDUCATION OF HINSDALE TOWNSHIP HIGH SCHOOL DISTRICT NO. 86, DUPAGE AND COOK COUNTIES, ILLINOIS (the "Board"), and DR. MICHAEL LACH (the "Superintendent"), and hereafter collectively referred to as the "Parties."

A. EMPLOYMENT AND COMPENSATION

1. **Salary and Term of Employment.** The Board hereby employs the Superintendent for a multi-year period of three (3) years commencing on July 1, 2024, and terminating on and through June 30, 2027 at an annual base salary of Two Hundred Fifty-Five Thousand Dollars (\$255,000.00) for the 2024-2025 Contract Year. The Superintendent's annual salary for the remaining Contract Years under this Contract shall be determined solely by the Board after the completion of the Superintendent's annual performance evaluation. The Parties acknowledge that the action of setting the 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 Superintendent'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. 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 through June 30 of the following calendar year. The Board retains the right to adjust the annual compensation, salary, and/or fringe benefits of the Superintendent 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 Superintendent in the preceding Contract Year. The Superintendent 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 and all other TRS creditable earnings within this Contract, the Board shall pay on behalf of the Superintendent to the State of Illinois Teachers' Retirement System and the Teacher Health Insurance Security Fund the 100% of the Superintendent's required contributions to said pension system and health fund. The Superintendent shall not have any right or claim to these amounts, except as they may become available at the time of retirement or resignation from TRS or THIS. Both Parties acknowledge that the Superintendent did not have the option of choosing to receive the contributed amounts directly, instead of having such contributions paid by the Board to TRS and THIS, and further acknowledge that such contributions are made as a condition of employment to secure the Superintendent's future services, knowledge and experience. If the current employee contribution rate required by TRS to be remitted decreases or if legislation is implemented that limits the ability of the Board to fulfill its obligations under this section, the Board shall pay the difference to the Superintendent as salary to the extent the Board's total cost for salary and pick up of the TRS

contribution does not exceed the Board's total cost before the TRS contribution rate decrease and/or legislative change.

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 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. **License.** During the term of this Contract, the Superintendent 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 Superintendent in the School District.

2. **Waiver of Tenure.** The Superintendent acknowledges that, pursuant to the *School Code*, he waives all rights to tenure in the School District for the term of this multi-year Contract and any extension thereof.

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

4. **Medical Examination.** If the Superintendent is a new employee of the School District, as a required condition of new employment, and prior to commencing duties under this Contract, the Superintendent shall submit to a physical examination by a physician licensed in Illinois to practice medicine and surgery in all its branches, and shall provide the Board with evidence of physical fitness to perform duties assigned and freedom from communicable disease pursuant to paragraph 24-5 of the Illinois *School Code*. As a condition of employment, whether the Superintendent is a new employee, the Superintendent shall further 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; the Superintendent also agrees to comply with all health requirements established by law.

5. **Criminal Background Investigation and Sexual Misconduct Employment History Checks.** If the Superintendent is a new employee of the School District, as a required condition of new employment, the Superintendent shall authorize a criminal background investigation by the Board, pursuant to the Illinois *School Code* and a DCFS Child Abuse Registry background investigation, and, as of July 1, 2023, an employment history check for sexual misconduct pursuant to Public Act 102-0702. The Superintendent acknowledges that this Contract is contingent upon the Board deeming acceptable the results of the criminal background investigation as well as a DCFS Child Abuse Registry check, a Statewide Sex Offender Database check, a Statewide Murderer and Violent Offender Against Youth Database check, and the

employment history check for sexual misconduct. The Superintendent understands that the Board has relied on the information the Superintendent provided to the District in the application process in making its decision concerning employment and that the Board reserves the right to terminate this Contract in the event any information the Superintendent provided to the District during the application process is untrue, inaccurate, or demonstrably incomplete.

As required under Section 10-21.9 of the Illinois *School Code*, the Superintendent further 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 Superintendent being deemed by the Board (in accordance with applicable law) unacceptable to work in the School District.

C. BENEFITS

1. **Insurance.** During the term of this Contract, the Board will provide the Superintendent with the following benefits:

- a. Board contribution of either \$15,727.00 at the single insurance coverage rate, or \$22,467.00 at the family insurance coverage rate, toward the premiums for single or family coverage under a District health coverage plan, including any dental coverage elected. The Board's contribution shall increase each calendar year in accordance with increases provided to other licensed administrative staff members in the District. To the extent the Board contribution exceeds the cost of the premiums for the health and dental coverage(s) elected, the Superintendent will be paid the excess in cash, distributed over 24 pays in the Benefit Plan Year. Participation of the Superintendent 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 in the amount of \$500,000.00, subject to requirements of the insurance carrier, in the amount provided to other licensed staff in the District.
- c. Disability insurance, as provided to other licensed administrative staff in the District.
- d. Liability insurance, as provided to other licensed administrative staff in the District.
- e. Vision insurance, as provided to other licensed administrative staff 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 TRS so as 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 Superintendent shall be entitled to a paid vacation of twenty-five (25) work days in each Contract Year, provided, however, vacation taken for more than five (5) consecutive days of student attendance must be pre-approved by the Board President whenever possible. Vacation time is non-cumulative and must be taken within the twelve-month period or shall be lost and not available for use, except that (1) up to ten (10) unused vacation days may be carried over for use during the next Contract Year, and (2) each Contract Year, the Superintendent may exchange a maximum of ten (10) unused vacation days for payment at the Superintendent's then current per diem based on a 260 work day Contract Year in lieu of using said days. In the event that the Superintendent is unable to use his vacation days due to a District crisis (e.g., global pandemic or national health crises), the Board President may authorize the Superintendent to exchange more than ten (10) unused vacation days for payment at the Superintendent's then current per diem in lieu of using said days. Any carried-over vacation days remaining at the end of that following year shall be lost if unused. The Superintendent 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 Superintendent 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 Superintendent's creditable earnings for that year.

3. **Sick and Personal Leave.** The Superintendent shall be entitled to twenty-one (21) days per Contract Year of paid sick leave, which, if unused, may accumulate without limit. The Superintendent shall be entitled to two (2) days of personal leave per Contract Year, which, if unused, may accumulate as sick leave.

4. **Annuities and Deferred Compensation.** From the annual salary stated in paragraph A.1 of this Contract, the Superintendent 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 Superintendent as described in Section 403(b) of the *Internal Revenue Code* and in the District's 403(b) Plan, provided that the Superintendent confirms that any such deferrals or reductions for purchase of annuities are within *Internal Revenue Code* limitations.

5. **Cell Phone.** The Board has determined that, by virtue of his job duties, the Superintendent needs to be promptly reachable by the Board and other District staff in the event of emergencies outside normal work hours and/or when the Superintendent is away from the

District office. Accordingly, the Board will provide the Superintendent 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 Superintendent. The Superintendent may use the phone for both District and personal business in accordance with IRS guidelines.

6. **Professional Activities.** The Superintendent shall be encouraged to attend appropriate professional meetings and continuing education at the local, state, and national levels. The Board shall pay the costs of all such continuing education and shall pay the reasonable costs of attendance at local and state professional meetings. Within budget constraints and with prior approval by the Board President, the costs of attendance at national professional meetings shall be paid by the Board.

7. **Professional Organizations.** On behalf of the Superintendent, the Board shall pay for all dues and membership fees to the Illinois Association of School Administrators and AASA. Subject to prior approval of the Board President, the Superintendent shall be reimbursed for all dues and membership fees to a reasonable number of other professional organizations.

8. **Reimbursement of Business Expenses.** The Board shall reimburse the Superintendent in accordance with District procedures for reasonable monthly expenses incurred in the performance of his duties. The Board shall pay monthly mileage at the rate determined by the IRS for any District-related transportation costs of the Superintendent. Itemization shall be made by the Superintendent of all expenses incurred subject to the Board's expense reimbursement policy and procedures.

9. **Civic Organizations.** The 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.

10. **Other Benefits.** The Superintendent shall be allowed such other privileges, leaves, and fringe benefits as are extended to any other licensed administrative staff in the District through Board policy, procedure, or current District practice, regardless of eligibility limitations or requirements.

D. DUTIES AND EVALUATION

1. **Duties.** The Superintendent shall have charge of the administration of the schools under the direction of the Board; he shall be the chief executive officer for the Board; he shall recommend the selection, retention and dismissal of, and direct and assign, teachers and other employees of the School District under his supervision; he shall organize and direct the administrative and supervisory staff; he shall make recommendations to the Board concerning the budget, building plans, location of sites, and the selection of textbooks, instructional material, and courses of study; he shall direct the keeping of all records and accounts, and aid in the making of

all reports, as required by the Board; he shall recommend rules, regulations, and procedures deemed necessary for the welfare of the District; and, in general, he shall perform all other duties incident to the office of the Superintendent as the Board may delegate to him or as required by law. The Superintendent 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.

2. **Extent of Service.** The Superintendent shall devote his entire time, attention, and energy to the business of the District and related professional activities; however, the Superintendent may, undertake consultation work, speaking engagements, writing, teaching a college or university course, lecturing, or other professional duties and obligations with prior approval by the Board President which shall not be unreasonably withheld. The Superintendent may not jeopardize the functioning of the District by any lengthy and conspicuous absence for such professional activities. The Superintendent may keep any remuneration received for 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. The Superintendent shall strive to meet the goals and indicators outlined in this paragraph during the term of this Contract. Annually the Superintendent, with the assistance of his administrative team, will (a) evaluate student performance, 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; and (c) report to the Board his findings as to (i) student performance and (ii) recommendations, if any, for curriculum or instructional changes as a result of the Superintendent's evaluation of student performance.

The presentation of the report to the Board shall constitute the achievement of the goals and indicators of student performance and academic improvement as required by this Contract and Section 10-23.8 of the *School Code*.

- b. *Additional Performance Goals.* Annually, the Board and Superintendent may mutually establish additional performance goals and indicators for the Superintendent. Such goals shall be developed with the Superintendent 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 10-23.8 of the *School Code*.

4. **Evaluation.** The Superintendent's performance under this Contract shall be evaluated annually by the Board of Education not later than **June 30th** each year of the Contract. The evaluation shall consider, but not be limited to, an examination of the establishment of and progress toward the Superintendent's performance goals, his performance of assigned duties and those required under his job description, and his working relationships with the Board, other

administrators, and the faculty, staff and community. A written summary of the annual evaluation shall be prepared by the Board and given to the Superintendent. Failure by the Board to complete an annual evaluation of the Superintendent by dates established above shall not preclude the nonrenewal of this Contract and/or dismissal of the Superintendent nor shall it constitute a waiver of the evaluation for that performance period or any period in the future.

E. AMENDMENT OF CONTRACT

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 Superintendent, nor shall an amendment serve to extend the termination date of this Contract.

F. TERMINATION

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

- a. Mutual agreement of the Parties;
- b. Retirement;
- c. Resignation, provided, however, the Superintendent gives the Board at least three (3) months 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 Superintendent.

2. **Cause.** Throughout the term of this Contract, the Superintendent shall be subject to discharge for cause, which shall mean any conduct, act, or failure to act by the Superintendent, which is detrimental to the operations of the District, as determined by the Board; however, the Board shall not make this determination arbitrarily or capriciously, and the Superintendent shall be provided a reasonable opportunity to correct any deficiency. Reasons for discharge for cause shall be given in writing to the Superintendent, who shall be entitled to notice and a hearing before the Board to discuss the reasons. The Superintendent shall be entitled to a full due process hearing and shall be allowed to present evidence, witnesses, and defenses regarding the discharge, and cross-examine any Board witnesses at the hearing. If the Superintendent 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 Superintendent with pay pending an investigation and completion of the termination process. After the effective date of dismissal, the Superintendent 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 to the email address of the Superintendent or the President of the Board or by U.S. mail to the last known residence of the Superintendent 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 Superintendent, 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 any portion of this Contract is deemed illegal due to conflict with State or Federal law, the remainder of the Contract shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Agreement this 10th day of January 2024, upon formal approval by the Board at a duly convened meeting held this same date.

DR. MICHAEL LACH



Superintendent

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

By:  President

ATTEST:

Secretary