

ADMINISTRATOR'S CONTRACT

THIS CONTRACT is made this 21st day of April, 2023, by and between the BOARD OF EDUCATION OF SANDRIDGE SCHOOL DISTRICT NO. 172, COOK COUNTY, ILLINOIS (the "BOARD"), and KALEA POLK ("ADMINISTRATOR"), has been approved at the meeting of the BOARD held on March 15th, 2023.

IT IS AGREED:

1. **EMPLOYMENT** - The ADMINISTRATOR is hereby hired and retained from July 1, 2023, through and including June 30, 2026, and, as it may be later agreed to by the parties, thereafter, as Principal of Sandridge School District 172, Cook County, Illinois.

2. **DUTIES** - The duties and responsibilities of the ADMINISTRATOR shall be those incidental to the office of Principal, those set forth in the job description contained in Board Policy, as adopted, and which may be amended from time to time, the attainment of the student performance and academic improvement goals set forth in this Contract, those obligations imposed by the laws of the State of Illinois upon the ADMINISTRATOR, and to perform other professional duties customarily performed by a Principal as from time to time may be assigned to the ADMINISTRATOR by the BOARD or Superintendent. The BOARD reserves the right to reassign the ADMINISTRATOR to different duties from time to time during the term of this Contract, without notice, a hearing or loss of pay.

3. **STUDENT PERFORMANCE AND ACADEMIC IMPROVEMENT** - This Contract is a performance-based contract. The ADMINISTRATOR shall fulfill student performance and academic improvement goals which shall be developed by the Superintendent and the ADMINISTRATOR and appended to this Contract and made a part hereof, and which may be multi-year goals. For each succeeding school year, new student performance and academic improvement goals shall be developed as necessary, appended to this Contract within three months of the beginning of the next school year and made a part hereof.

4. **SALARY** - In consideration of an annual salary of Ninety-Five Thousand Five Hundred Dollars (\$95,500) for the 2023-2024 contract year, the ADMINISTRATOR agrees to devote such time, skill, labor and attention to their employment during the term of this Contract in order to faithfully perform the duties of Principal. The annual salary will be increased by three percent (3%) on July 1, 2024, and July 1, 2025. Salary shall be paid in equal installments in accordance with the BOARD policy governing payment of salary to other certificated members of the professional staff, less such amounts as provided for in this Contract, and other amounts required by law. The BOARD retains the right to adjust the annual salary of the ADMINISTRATOR during the term of this Contract, and thereafter, provided that any salary adjustment(s) shall not be lower than the annual salary paid by the BOARD as stated in this Contract. Any adjustment in salary made during the life of this Contract shall be or presently is in the form of an amendment and shall become a part of this Contract; provided, however, that it

shall not be considered that the BOARD has entered into a new agreement with the ADMINISTRATOR nor that the termination date of his Contract has been in any way extended. The BOARD and the ADMINISTRATOR, however, may enter into subsequent contracts or extensions of this Contract for additional periods of time, if all of the student performance and academic improvement goals set forth in this Contract have been met, both parties should agree, and said agreement is reduced to writing.

5. **DEFERRED COMPENSATION** - The ADMINISTRATOR may elect to take an additional reduction in current salary, or forego a portion of any increase to the compensation paid under this Contract, and have those amount(s) contributed by the BOARD to a tax sheltered annuity qualified under Section 403(b) of the *Internal Revenue Code of 1986* (the "Code"), as amended. The amount contributed by the BOARD shall not exceed an amount equal to the maximum allowable contribution under the Code. This provision is intended to be a Salary Reduction Agreement as defined by the Code.

6. **EVALUATION** - At least annually, but not later than March 1 of each school year, the Superintendent or designee shall review the ADMINISTRATOR'S progress toward established goals, attainment of the student performance and academic improvement goals set forth in this Contract, and working relationships with the BOARD, the total staff and the community and shall provide the ADMINISTRATOR with a written summary of that review and shall consider and negotiate the ADMINISTRATOR'S annual compensation and benefits for the next contract year. Failure to complete an evaluation does not preclude the ADMINISTRATOR'S dismissal, or nonrenewal of this Contract.

7. **LICENSE** - The ADMINISTRATOR shall furnish to the BOARD, during the term of this Contract, a valid, appropriate, and properly registered license to act as Principal, in accordance with the laws of the State of Illinois and as directed by the BOARD.

8. **OTHER WORK** - With the prior agreement of the BOARD, the ADMINISTRATOR may undertake consultation work, executive search, speaking engagements, writing, teaching a college or university course, lecturing, or other professional duties and obligations. Provided, however, that this other work shall not interfere in a material and substantial manner with the ADMINISTRATOR'S obligations set forth in this Contract.

9. **TERMINATION OF CONTRACT** - This Contract may be terminated by:

- A. Mutual agreement of the parties.
- B. Resignation, provided, however, the ADMINISTRATOR gives the BOARD at least ninety (90) days written notice of the proposed resignation.
- C. Discharge for any conduct, act, or failure to act by the ADMINISTRATOR which is detrimental to the best interests of the District. Reasons for discharge will be given in writing to the ADMINISTRATOR, who shall be entitled to notice and a hearing before the BOARD to discuss those causes. If the ADMINISTRATOR chooses to be accompanied by legal

counsel, they shall bear any costs therein involved. The BOARD hearing shall be conducted in closed session.

- D. Failure to comply with the terms and conditions of this Contract.
- E. The ADMINISTRATOR'S permanent disability or incapacity, at any time after the ADMINISTRATOR has exhausted accumulated sick and vacation leave and either has been absent from employment for a continuous period of three (3) months or presents to the BOARD a physician's statement certifying permanent disability or incapacity. All obligations of the BOARD shall cease upon written notice of termination for permanent disability or incapacity, provided that the ADMINISTRATOR shall be entitled to a hearing before the BOARD if requested. The BOARD reserves the right to require the ADMINISTRATOR to submit to a medical examination, either physical or mental, whenever the BOARD deems the ADMINISTRATOR disabled. Such examination shall be performed by a physician licensed to practice medicine in all its branches, who is selected and paid for by the BOARD.

The BOARD has the right to reassign the ADMINISTRATOR to other duties upon the recommendation of the Superintendent for the duration of the contract term when such reassignment is in the best interests of the district. Nothing herein will prohibit the BOARD from suspending the ADMINISTRATOR without pay when the performance of the ADMINISTRATOR is justifiably questioned, pending the outcome of any inquiry.

10. **PROFESSIONAL ACTIVITIES** - The ADMINISTRATOR may be permitted to attend appropriate professional meetings and continuing education at the local, state, and national levels. Within budget constraints, and as approved by the BOARD, the costs of attendance shall be paid by the BOARD.

11. **VACATION** - The ADMINISTRATOR shall receive twenty (20) work days of vacation, exclusive of weekends and legal holidays. Three (3) days of vacation will be taken during winter break, two (2) days of vacation will be taken during spring break and the other ten (15) days must be taken when students are not in attendance and are subject to Superintendent approval. Vacation may be taken until June 30 of the year in which it is earned and shall not be cumulative.

12. **SICK AND PERSONAL LEAVE** - The ADMINISTRATOR shall be entitled to (14) sick days annually as provided to the BOARD'S full-time certified teaching staff, to be taken pursuant to the provisions of law. Earned sick leave which is unused shall be cumulative up to the limits established by the negotiated contract then in effect between the BOARD and teachers' exclusive bargaining representative. Upon retirement, the ADMINISTRATOR may utilize any accumulated leave days for those purposes as may be permitted by law. In addition, the ADMINISTRATOR shall receive two (2) personal days annually to attend to personal matters that cannot be scheduled outside the regular work day. Any unused personal days shall convert to sick days each June 30.

13. **HOSPITALIZATION/MAJOR MEDICAL INSURANCE** - The BOARD shall provide and pay the premiums for hospitalization, major medical, dental, and vision insurance for the ADMINISTRATOR, spouse and the dependent members (as defined by the contract of insurance then in effect) of immediate family during the term of this Contract, in accordance with the basic insurance coverage provided to certificated members of the professional staff.

14. **TERM LIFE INSURANCE** - The BOARD shall provide and pay the premiums for a group term life insurance policy for the ADMINISTRATOR during the term of this Contract in the face amount of One Hundred Thousand Dollars (\$100,000).

15. **TRANSPORTATION EXPENSE** - As a condition of employment, the ADMINISTRATOR shall be required to provide a personally owned or leased automobile for use in performing duties. The ADMINISTRATOR shall pay for such use, including, but not limited to, license, sticker fees, fuel, repairs, parking, tolls, and insurance. The BOARD shall reimburse the ADMINISTRATOR during the term of this Contract for necessary automobile travel at the then-current IRS approved rate, upon submission of appropriate substantiation of those expenses by the ADMINISTRATOR. The ADMINISTRATOR shall submit appropriate substantiation of those expenses incurred by the ADMINISTRATOR.

16. **MEMBERSHIP DUES** - The ADMINISTRATOR, upon proper substantiation, shall be reimbursed for all dues and membership fees for those organizations to which the ADMINISTRATOR belongs with prior BOARD approval.

17. **WAIVER OF TENURE** - By accepting the terms of this Contract, the ADMINISTRATOR waives all rights of tenure granted under the *Illinois School Code* during the term of this Contract.

18. **NOTICE** - Any notice or communication permitted or required under this Contract shall be in writing and shall become effective on the day of mailing thereof by first class mail, registered, or certified mail, postage prepaid, addressed:

If to the BOARD, to:

BOARD OF EDUCATION
Sandridge School District No. 172
2950 Glenwood Dyer Road
Chicago Heights, IL 60411

If to the ADMINISTRATOR, to:

(at the last address of the ADMINISTRATOR contained in official Business Office records of the BOARD)

19. **BUSINESS EXPENSES** - It is anticipated and agreed that the ADMINISTRATOR shall be required to incur certain personal expenses for the official business of the BOARD. The BOARD agrees to reimburse the ADMINISTRATOR for any such expenses, incurred by him on behalf of the BOARD, subject, however, to the ADMINISTRATOR'S substantiation and the BOARD'S approval of such expenses.

20. **OTHER BENEFITS AND LEAVE** - The ADMINISTRATOR shall be allowed such other non-TRS creditable privileges, leaves (excluding spring, summer and winter recess or break periods), and fringe benefits, but excluding any retirement or severance benefits, not specifically enumerated as are extended to all other administrative personnel, except as otherwise set forth herein. Tuition for graduate courses pre-approved by the Superintendent shall be reimbursed up to One Thousand Five Hundred Dollars (\$1,500) per contract year. .

21. **TEACHERS' RETIREMENT SYSTEM CONTRIBUTION** - In addition to the salary paid to the ADMINISTRATOR by the BOARD as expressed in Section 4, the BOARD shall pick up and pay on the ADMINISTRATOR'S behalf, the ADMINISTRATOR'S entire contribution to the Illinois Teachers' Retirement System ("TRS") pursuant to the *Illinois Pension Code*.

It is the intention of the parties to qualify all such payments picked up and paid by the BOARD on the ADMINISTRATOR'S behalf as employer payments pursuant to Section 414(h) of the *Internal Revenue Code of 1986*, as amended. The ADMINISTRATOR shall have no right or claim to the funds so remitted except as they may subsequently become available upon retirement or resignation from TRS. The ADMINISTRATOR does not have the option of choosing to receive the contributed amounts directly instead of having those contributions paid by the BOARD to TRS. These contributions are made as a condition of the ADMINISTRATOR'S employment for his future service, knowledge and experience.

22. **TEACHERS' HEALTH INSURANCE SECURITY FUND CONTRIBUTION** - The BOARD shall pick up and pay on behalf of the ADMINISTRATOR the ADMINISTRATOR'S entire contribution to the Teachers' Health Insurance Security ("THIS") fund. The BOARD shall remit this contribution to TRS as the fund's collection agent. Payments made by the BOARD to TRS under this section shall not be reportable to TRS as creditable earnings. The parties further agree that said payments shall be excluded from the ADMINISTRATOR'S taxable income.

23. **MISCELLANEOUS -**

- A. This Contract has been executed in Illinois and shall be governed in accordance with the laws of the State of Illinois in every respect.
- B. Section 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 test of this Contract, the text shall control.
- C. 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.
- D. 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.

- E. This Contract shall be binding upon and inure to the benefit of the ADMINISTRATOR and shall be binding upon, and inure to the benefit of the BOARD, its successors and assigns.
- F. Both parties have had the opportunity to seek the advice of counsel.
- G. Except as may otherwise be—provided, no subsequent alteration, amendment, change, or addition to this Contract shall be binding upon the parties unless in writing and duly authorized and signed by each of them.
- H. 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 applicable law.
- I. If any section, provision, paragraph, 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 caused this Contract to be executed in their respective names and in the case of the BOARD, by its President and Secretary on the day and year first above written.

ADMINISTRATOR

BOARD OF EDUCATION OF
SANDRIDGE SCHOOL DISTRICT