SUPERINTENDENT'S EMPLOYMENT CONTRACT
(2026-2029)

AGREEMENT made this 9th day of February, 2026, between the **BOARD OF EDUCATION OF COMMUNITY CONSOLIDATED SCHOOL DISTRICT NO. 15, COOK COUNTY, ILLINOIS,** hereinafter referred to as the "Board," and **DR. DANA SMITH**, hereinafter referred to as the "Superintendent."

A. EMPLOYMENT AND COMPENSATION

1. **Salary and Term of Employment.** The Board hereby employs the Superintendent for a multiyear period of three (3) years, commencing on July 1, 2026, and terminating on June 30, 2029. The annual salary for the 2026-2027 Contract Year shall be $283,000.00 for his full-time services, payable in equal installments in accordance with the rules of the Board governing payments of other administrative staff members in the District. The Superintendent's annual salary for the subsequent Contract Years shall be determined solely by the Board provided such salary shall not be lower than the immediately prior Contract Year's annual salary. The Board's action to increase or otherwise change the Superintendent's salary under this paragraph shall be in implementation of this provision of this Contract and shall not constitute or require an amendment to this Contract. The term "Contract Year" shall refer to each period under this Contract commencing on July 1 and ending on June 30. The Superintendent hereby accepts employment upon the terms and conditions hereinafter set forth.

In determining salary pursuant to the above paragraph, the Board shall be cognizant of the penalty provisions of the Illinois Teachers' Retirement System (TRS). Notwithstanding the foregoing and effective with the 2027-2028 Contract Year, total compensation constituting creditable earnings for purposes of the Teachers' Retirement System of Illinois ("TRS") payable to the Superintendent under this Contract in any Contract Year shall not exceed the creditable earnings paid to the Superintendent in the immediately prior Contract Year where the excess will obligate the Board to pay an employer contribution (a.k.a. penalty) to TRS due to raises in creditable earnings that are in excess of 6%. If the Board is or could become subject to this type of employer contribution or penalty due to scheduled payments and/or benefits (or payments and benefits already made) to the Superintendent during any Contract Year covered by this Contract beginning with the 2027-2028 Contract Year, the Board reserves the right to adjust the annual salary set forth herein or other creditable earnings to the extent necessary to eliminate such 6% excess employer contribution or penalty.

The Superintendent shall work two hundred sixty (260) calendar days each Contract Year, pursuant to a calendar approved by the Board of Education. 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 Superintendent's required contributions to said pension system and health fund. The Superintendent 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 State of Illinois Teachers' Retirement

System and the Teacher Health Insurance Security Fund. 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 the Teachers' Retirement System and Teacher Health Insurance Security Fund, and further acknowledge that such contributions are made as a condition of employment to secure the Superintendent's future services, knowledge and experience.

If legislation is enacted that limits the employer's ability to perform its obligations or otherwise reduces its obligations under this paragraph, 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 and THIS contribution equals the Board's total cost before enactment of such legislation. The Board's and Superintendent's implementation herein shall be in implementation of this provision of this Contract and shall not constitute or require an amendment to this Contract.

B. CONDITIONS OF EMPLOYMENT

1. **License.** During the term of this Contract, the Superintendent shall hold and maintain a valid and properly registered license issued by the State of Illinois qualifying him to act as Superintendent of the School District.

2. **Employment Representations.** The Superintendent represents that he will not be under contract with any other school district for any portion of the term covered by this Contract beginning July 1, 2026. The Superintendent further represents that all information provided to the District in the process of application for employment was true and complete.

3. **Medical Examination.** As a required condition of employment for new employees, 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 the physician's report of such examination pursuant to paragraph 24-5 of the *School Code*. 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.

4. **Waiver of Tenure.** The Superintendent acknowledges that, pursuant to the *School Code*, he waives any right to tenure in the School District by virtue of entering into this multi-year Contract and any multi-year extension thereof.

5. **Criminal Background Investigation.** As a required condition of employment for new employees, the Superintendent will authorize (a) a fingerprint-based criminal background check by the Board, pursuant to the Illinois School Code, (b) a DCFS Child Abuse Registry background investigation, and (c) an employment history review for prior sexual misconduct pursuant to Faith's Law. The continuation of this Contract is contingent on the Board deeming acceptable the results of these three (3) checks, as well as checks of the Statewide Sex Offender Database and the Statewide Murderer and Violent Offender Against Youth Database as such checks are required by law. As required under Section 10-21.9 of the Illinois School Code, the District will perform periodic re-checks of the Statewide Sex Offender Database and the Statewide Murderer and Violent Offender Against Youth Database. This Contract is contingent on the Superintendent not being listed in either database.

C. BENEFITS

1. **Travel Reimbursement.** The Board will reimburse the Superintendent for transportation costs related to his professional duties undertaken for the School District at the federal mileage rate established by the Internal Revenue Service and in accordance with the District's travel reimbursement procedures.

2. **Reimbursement of Business Expenses.** The Board shall reimburse the Superintendent for reasonable monthly expenses incurred in the performance of his duties as provided under District procedures. Substantiation of all expenses incurred pursuant to this provision shall be made by the Superintendent in accordance with the regulations of the *Internal Revenue Code,* as amended.

3. **Insurance.** The Board will provide the Superintendent with the following benefits:

   a. Individual or family hospitalization and medical insurance, and individual or family vision and dental insurance, as provided under any group program effective in the District and paid in full by the Board. Such premium contribution shall be made directly to the health plans without the Superintendent having an option to choose to receive such premium amount in cash in lieu of electing insurance;

   b. Long-term disability insurance that includes a group policy with the same basic coverage as provided to all professional staff and individual wrapper policy to supplement the basic plan; and

   c. Liability indemnification and protection, as provided under the District's liability insurance policies; and

   d. Life insurance, in the amount of $500,000. $40,000 of said insurance shall be in the form of a whole life insurance policy and the remainder in a term life insurance policy. If the District is the Superintendent's final employer at the time of his retirement, the Board will provide term life insurance coverage in the amount of $125,000. Such insurance shall begin on the date of Superintendent's retirement and continue until the Superintendent reaches age 80.

If, at any time during the term of this Contract, the Board's payment of insurance premiums is deemed to constitute a discriminatory benefit under law or regulation subjecting the Board to potential penalties or increased tax payments, then the Board may, in its discretion, determine to decrease its payment for such insurance and make a corresponding increase in the Superintendent's salary or other compensation to offset the cash value of the reduction in such insurance premium benefit. The Board's action to revise a benefit under this paragraph shall be in implementation of this provision of this Contract and shall not constitute or require an amendment to this Contract.

4. **Vacation.** The Superintendent shall be entitled to a paid vacation of twenty-seven (27) workings days in each Contract Year, provided, however, the use of any vacation time in excess of five (5) consecutive days must be approved by the Board President. Vacation must be taken within the twelve (12) month Contract Year, provided, however, that any unused vacation days not otherwise submitted for payment below may be carried over, but must be used by October 1 of the following Contract Year or shall be lost. The Superintendent may elect to receive cash each Contract Year for any unused vacation days to a maximum of seven (7) days per year at a per diem rate of $1/260^{th}$ provided the payment for such unused vacation days shall not cause the Superintendent's annual creditable earnings to exceed the TRS limit as specified in Section A.1 above. In the event such pay for unused vacation exceed the aforementioned TRS limit, the Board shall be entitled to deny the Superintendent's election of cash for one or more unused vacation days to the extent necessary to avoid such excess creditable earnings. The Board's action to compensate the Superintendent for unused vacation days or deny such compensation, pursuant to this paragraph, shall be in implementation of this provision of this Contract and shall not constitute or require an amendment to this Contract. The Superintendent shall also be entitled to all legal school holidays. Winter, spring, and summer recess periods shall constitute working days unless specifically scheduled and credited toward the vacation days listed above. Upon separation of employment, any and all unused vacation days shall be paid to the Superintendent at the Superintendent's then current per diem after the Superintendent's final workday and after receipt of his final paycheck for regular earnings.

5. **Sick and Personal Leave.** Each Contract Year, the Superintendent shall be granted fifteen (15) paid sick leave days, as defined in Section 24-6 of the *School Code*. The annual allotment of sick days may be accumulated without limit. The Superintendent shall also be afforded three (3) paid leave days each Contract Year for personal business. These personal leave days may accumulate to a maximum of six (6) days. If unused, the personal leave days shall be added to the Superintendent's accumulated sick leave and shall be available for future use in the event of illness. On July 1, 2026, on a one time basis, the Board will grant the Superintendent 40 sick days in addition to his normal annual allotment.

6. **Professional Organizations and Continuing Education.** Subject to approval of the Board, the Board shall pay for all dues and membership fees to IASA, AASA, and a reasonable number of other professional organizations and continuing education offerings.

7. **Professional Meetings Attendance.** The Superintendent is expected to attend appropriate professional meetings at the local and state levels and, subject to Board approval, at the national level. All reasonable expenses incurred shall be paid by the Board.

8. **Civic Organizations.** The Superintendent shall participate in local civic and fraternal organizations in the interest of promoting a better understanding of the District and its concerns. Subject to its approval, the Board shall pay the dues incurred through membership in such organizations.

9. **Deferred Compensation and Annuities.** 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(b) 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 accordance

with 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.

In addition to all other contributions to retirement plans made under this Contract and the salary stated in Section A.1 of this Contract, prior to July 31 each Contract Year, the Board shall make a fully vested non-elective employer contribution for the benefit of the Superintendent to the Section 403(b) eligible product in the annual amount of $25,000 in accordance with the Board's 403(b) Plan and within IRS contribution limitations. Both Parties acknowledge that the Superintendent did not have the option of choosing to receive any of the 403(b) contribution directly or in cash. In addition to the $25,000 stated in this paragraph, 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 Superintendent's required contributions to said pension system and health fund.

10. Communication Device. The Board has determined that, by virtue of his job duties, the Superintendent needs to be immediately reachable by the Board and other District administrators and staff in the event of emergencies outside normal work hours and/or when the Superintendent is away from his office or the District. Accordingly, each Contract Year, the Board will provide the Superintendent with a stipend of One Thousand Three Hundred Twenty Dollars ($1,320.00) in each fiscal year for the use of his personally owned communication device (*i.e.*, cell phone or tablet device). The Board shall make such payments for a business purpose, and not for purposes of compensation of the Superintendent; however, the Superintendent may use such device for both District and personal business in accordance with IRS guidelines.

D. POWERS AND DUTIES

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 School 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.

2. Extent of Service. The Superintendent shall devote his entire time, attention, and energy to the business of the School District and related professional activities. With the permission of the Board President, the Superintendent 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 Superintendent may not jeopardize the functioning of the School District by any lengthy and conspicuous absence for such professional activities.

3. Performance Goals and Indicators. In accordance with the requirements of the *School Code,* the parties have agreed on the following performance goals for the Superintendent

with respect to student performance and academic improvement, including indicators listed beneath the goals that shall be used by the Board to measure the Superintendent's performance:

Annually, the Superintendent, with the assistance of his administrative team, shall (1) evaluate student performance, including, but not limited to, student performance on standardized tests, successful completion of the curriculum, and attendance and drop-out rates; (2) review the curriculum and instructional services; (3) review school finances; and (4) report to the Board on his findings as to (a) student performance and (b) his recommendations, if any, for curriculum or instructional changes as a result of his evaluation of student performance.

The Board and Superintendent may review these performance goals and indicators at any time by mutual agreement and agree to additional goals and indicators which will be attached hereto and incorporated in this Agreement as Appendix A. The Board's and Superintendent's decision to add or revise performance goals shall be in implementation of this provision of this Contract and shall not constitute or require an amendment to this Contract.

The Board shall determine whether the Superintendent has met the performance goals above using the criteria described in the goals themselves, as well as Board members' own judgment as to whether the Superintendent has exhibited the leadership, guidance and effort needed to achieve the goals. The Board shall make this determination after an evaluation of the Superintendent. The Board shall issue its determination in writing and present it to the Superintendent in closed executive session during the annual evaluation required under paragraph G of this Contract.

E. RENEWAL, EXTENSION, AND AMENDMENT OF CONTRACT

1. **Renewal and Extensions.** During the term of this Contract, the Board and Superintendent may mutually agree to renew or extend the employment of the Superintendent for a multi-year period, provided that the performance goals and indicators set forth in paragraph D.3 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. The Board and Superintendent anticipate that, if the parties remain satisfied with the relationship and the terms of this agreement, the Board will extend the Superintendent's employment following performance reviews.

2. **Non-Renewal.** Notice of intent not to renew this Contract shall be given to the Superintendent by the Board by April 1 of the year in which the Contract expires. Said notice shall be in writing and state the specific reason for non-renewal. Failure to provide timely notice of non-renewal shall extend this Contract for one (1) additional year. The Superintendent shall notify the President and Secretary of the Board by March 1 of the year in which the Contract expires that failure of the Board to give the Superintendent said notice of intent not to renew shall extend this Contract for one (1) additional year. The failure of the Superintendent to give the required reminder notice to the Board shall waive the obligation of the Board hereunder to give its notice of intent by April 1. Within ten (10) days after receipt of a notice of intent not to renew this Contract, the Superintendent may request a closed session hearing on the dismissal. If requested, the Superintendent is entitled to such hearing.

3. **Modification.** Any other adjustment or modification made during the life of this Contract other than provided herein shall be by mutual agreement of the Parties and shall become a part of this Contract, but such adjustment or modification shall not be construed as a new contract with the Superintendent or as an extension of the termination date of this Contract.

F. TERMINATION

1. **Grounds for Termination.** This Contract may be terminated by:

   a. Mutual agreement;
   b. Disability (inability to perform essential job functions with or without accommodation);
   c. Discharge for cause; or
   d. Death.

2. **Discharge for Cause.** Discharge for cause shall be for any conduct, act, or failure to act by the Superintendent which in the discretion of the Board, is materially detrimental to the best interests of the School District or the Board's determination of irreconcilable differences with the Superintendent. 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 such causes. If the Superintendent chooses to be accompanied by legal counsel, he shall bear any costs therein involved. The Board hearing shall be conducted in executive session.

3. **Disability.** The Board may terminate this Contract by written notice to the Superintendent at any time after the Superintendent has been absent from employment by reason of illness, accident or other cause beyond the control of the Superintendent for a continuous period of ninety (90) school days or for intermittent absences that total ninety (90) out of one hundred twenty (120) school days. All obligations of the Board under this Contract shall cease upon such notice of termination, with the exception of the long-term disability benefits afforded the Superintendent under paragraph C.3 above. The Superintendent is entitled to a hearing prior to termination for disability.

G. EVALUATION

No later than June 1 in each year of this Contract, the Board shall review Superintendent's progress toward established goals and working relationships with the Board, the Cabinet, the faculty, the staff, and the community. Such evaluation may be combined with Board's determination as to whether Superintendent met the goals established under Paragraph D.3 with respect to student performance and academic improvement. Any failure by the Board to complete the evaluation process by dates established above shall not constitute a waiver of the evaluation for that performance period or any period of time in the future.

H. 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 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 every respect.

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 inure to the benefit of and be binding upon 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.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the parties have executed this Agreement this 9th day of February 2026, following formal approval by the Board at a duly convened meeting held this same day.

SUPERINTENDENT

Dr. Dana Smith

Date: 2-7-26

BOARD OF EDUCATION
COMMUNITY CONSOLIDATED
SCHOOL DISTRICT NO. 15
COOK COUNTY, ILLINOIS

By: _____
President

ATTEST:

_____
Secretary

Date: 2-9-26

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