ADMINISTRATOR'S EMPLOYMENT CONTRACT
(July 1, 2026 – June 30, 2027)

AGREEMENT made this 6th day of April, 2026, between the **BOARD OF EDUCATION OF HINSDALE TOWNSHIP HIGH SCHOOL DISTRICT NO. 86, DUPAGE AND COOK COUNTIES, ILLINOIS** (the "Board"), and **Arthur Ostrow** (the "Administrator"), and hereafter collectively referred to as the "Parties."

A. EMPLOYMENT AND COMPENSATION

1. **Salary and Term of Employment.** The Board hereby employs the Administrator for a single-year period, commencing on July 1, 2026, and terminating on and through June 30, 2027, to serve as the Athletic Director. 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 2026-2027 Contract Year shall be One Hundred Sixty Five Thousand Seven Hundred Thirty Two Dollars and Eighty Cents ($165,732.80). 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") and the Teacher Health Insurance Security Fund ("THIS") the Administrator's required member contributions on creditable earnings to the defined benefit pension plan and health fund. 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 and THIS. 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 THIS, and further acknowledge that such contributions are made as a condition of employment to secure the Administrator's future services, knowledge and experience. The Administrator does not have the right to receive payment for any amounts that would have been contributed to the TRS or THIS by the Board on his behalf had the Administrator's required contributions not been limited by TRS or THIS due to the application of the established limit for contributions to the pension plan or due to a refund of an overpayment of 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/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 his/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 him/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. **Faith's Law.** As required under Section 5/22-94 of the Illinois School Code (commonly known as "Faith's Law"), if a new employee to the District, the Administrator is required to undergo an employment history review ("EHR"). If any employment history review reveals there has been a violation of Section 5/22-94 of the Illinois School Code, this Agreement shall immediately become null and void. The Board reserves the right to terminate this Contract should any information 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.

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 TRS 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 twenty-five (25) paid vacation days each Contract Year. Vacation days must be pre-approved by the Superintendent, except in cases of emergency. Vacation time is non-cumulative and must be taken within the twelve-month period, unless otherwise agreed upon, or it shall be forfeited. Additionally, up to five (5) unused vacation days may be carried over for use during the next Contract Year but must be utilized within that subsequent year or forfeited if unused.

If Administrator resigns prior to the conclusion of the Contract Year, the Administrator shall only be entitled to the monetary equivalent of any accrued and unused vacation days earned on a pro-rata basis up to the effective date of Administrator's resignation. Any accrued and unused vacation days as of the date of resignation shall be compensated in a post-resignation payment and shall not be included as 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.

5. **Cell Phone.** The Board has determined that, by virtue of his/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 his/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 his/her respective department as specified in the job description and in 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/her entire time, attention, and energy to the business of the District and related professional activities. The Administrator may not undertake consultation work, speaking engagements, writing, teaching a college or university course, lecturing, or other professional duties and obligations without the authorization of the Superintendent.

3. **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/her administration of personnel and other duties required under his/her job description, and his/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.

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. 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, he/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 completion of the termination process. After the

effective date of dismissal, the Administrator or any third party on his/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, his/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.

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

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties have executed this Agreement this 6th day of April, 2026, upon formal approval by the Board at a duly convened meeting held this same date.

[redacted]

Arthur Ostrow

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

BY: [redacted]
President

ATTEST: [redacted]
Secretary