

EMPLOYMENT CONTRACT
July 1, 2021– June 30, 2024

AGREEMENT made this 28th day of June, 2021, between the **BOARD OF EDUCATION OF MILLBURN COMMUNITY CONSOLIDATED SCHOOL DISTRICT NO. 24, LAKE COUNTY, ILLINOIS**, hereafter referred to as the "Board," and **BENNETT WALSHIRE**, hereafter referred to as the "Principal," and hereafter collectively referred to as the "Parties," the Board having determined that the Principal has completed the performance goals established under his current 2021-2024 contract.

A. EMPLOYMENT AND COMPENSATION

1. The Board hereby employs the Principal for three (3) years, commencing on July 1, 2021, and terminating on June 30, 2024. The Principal's base salary for his services performed for the period of July 1, 2021 through June 30, 2022 shall be \$116,149. The Principal's base salary for the period of July 1, 2022 through June 30, 2023 shall be \$119,634. The Principal's base salary for the period of July 1, 2023 through June 30 2024 shall be calculated by increasing his base salary for the prior Contract Year by the percentage increase equal to that received by teachers for that year under their Collective Bargaining Agreement. This salary is payable in 24 equal installments per year in accordance with the rules of the Board governing payments of other administrative staff members in the District. The Principal hereby accepts employment upon the terms and conditions hereinafter set forth. A "Contract Year" under this contract refers to the period from July 1 through June 30.
2. In addition to the annual base salary stated in paragraph A.1 of this contract, the Board shall pay on behalf of the Principal to the State of Illinois Teachers' Retirement System ("TRS"), eight percent (8%) of the required contributions to the TRS on all reportable earnings as determined by law. The Principal 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. However, if the Principal's contribution rate required by TRS to be remitted decreases below eight percent (8%), the Board shall pay the difference to the Principal 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. Further, if subsequent to the Board's payment to the Principal of the difference as salary, the TRS contribution rate decrease is reversed by a court or the Illinois legislature or by TRS rule such that there is an underpayment of creditable earnings to TRS under this paragraph, the Principal shall bear the cost of such underpayment. Except as expressly stated herein, both parties acknowledge that the Principal 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 Principal's future services, knowledge and experience. The base salary stated in paragraph A.1 of this contract includes the payment by the Board on behalf of the Principal of his required contributions to the Teacher Health Insurance Security Fund and of any required pension contribution to the TRS that exceeds eight percent (8%).
3. Any salary or other adjustment or modification made during the life of this contract shall be in the form of a written amendment and shall become a part of this contract, but such adjustment or modification shall not be construed as a new contract with the Principal, or as an extension of the termination date of this contract.
4. During the term of this contract, the Principal shall hold a valid and properly registered license and endorsements issued by the Illinois Educator Preparation and Licensure Board qualifying him to act as a Principal in the School District.

5. The Principal 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 Principal also agrees to comply with all health requirements established by law.
6. The parties hereby agree that the Board makes no representations regarding the creditable earnings status with respect to any compensation received by the Principal 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. BENEFITS

1. The Board will provide the Principal with the following paid benefits during the term of this contract:
 - a. Full family hospitalization/medical insurance as provided under any group program effective in the District for that Contract Year. The District will pay 95% of the highest cost plan for full- family hospitalization/medical insurance, and 98% of the lowest cost plan for hospitalization/medical insurance for the 2018-19 Contract Year and subsequent Contract Years. The Principal will receive Five Thousand Dollars (\$5,000) in lieu of medical insurance should the Principal choose to decline medical insurance. To qualify for the Five Thousand Dollar (\$5,000) insurance exchange, the Principal must show proof of medical insurance, and the exchange must not incur any financial penalty on the District for the purpose of TRS calculations.
 - b. Full-family dental/vision insurance as provided under any group program effective in the District;
 - c. Disability insurance coverage as provided under any group program effective in the District, subject to eligibility requirements of the District's carrier;
 - d. Liability indemnification and protection, as provided under the District's liability insurance policies; and
 - e. Term life insurance, in an amount not less than the amount listed as base salary in paragraph A.1 of this contract, subject to eligibility requirements of the District's carrier, and under which the Principal shall be entitled to name any beneficiaries.

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. The Board's action to convert 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.

2. The Principal shall be entitled to a paid vacation of twenty (20) working days for each Contract Year. Any unused vacation days shall not be carried over to the following 12-month period and shall be lost and unavailable for use or accumulation. Each Contract Year, however, the Principal may exchange up to a maximum of ten (10) unused vacation days for payment at the rate of \$450 per unused vacation day, as long as said payout will not incur any financial penalty on the District for the purpose of TRS retirement calculations, including penalties for creditable earnings in excess of six percent (6%). The Superintendent shall be advised in advance of all vacations and prior approval of the Superintendent is required. The Principal 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 or unless otherwise designated. If any earned vacation days must be reimbursed to the Principal upon his resignation or are eligible for the payment exchange allowed under this provision, the reimbursement required by law or this contract shall be made in a post-retirement payment not intended to be part of the Principal's creditable earnings for that year.
3. The Principal may be granted paid sick leave, as defined in Section 24-6 of the *School Code*, of thirteen (13) working days per Contract Year, but not to exceed the normal annual allotment afforded to teachers under their Collective Bargaining Agreement. Sick days may be accumulated to a maximum of three hundred forty (340) days.
4. The Principal shall be entitled to two (2) paid personal leave days in each Contract Year for the transaction of personal business that cannot be performed on a non-school day or for illness. Unused personal leave days shall accumulate along with unused sick leave to a maximum of three hundred forty (340) days.
5. From the annual salary stated in paragraph A.1 of this contract, the Principal 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 a 403(b) eligible annuity product for the Principal as described in Section 403(b) of the *Internal Revenue Code* and in the District's 403(b) Plan, provided that the Principal confirms that any such deferrals or reductions for purchase of annuities are within *Internal Revenue Code* limitations.
6. The Principal shall be reimbursed each Contract Year for dues and membership fees for two (2) professional organizations.
7. The Principal is expected to attend appropriate professional meetings at the local and state levels, and, subject to prior Board approval, at the national level. All reasonable expenses incurred shall be paid by the Board.
8. The Principal shall be allowed such other privileges, leaves, and fringe benefits as are commonly extended to other certified school district personnel for retirement benefits. Any additional specific retirement benefits not mentioned in this contract shall be negotiated at the time of a retirement contract.
9. The Board has determined that, by virtue of his job duties, the Principal 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 Principal is away from the District. Accordingly, the Board will provide the Principal with a cell phone for District-related business. The Board shall make such provision and payments for a business purpose and not for purposes of compensation of the

Principal; however, the Principal may use the phone for both District and personal business in accordance with IRS guidelines. It is understood that upon termination of this contract, all data related to the District on the Principal's cell phone shall be returned to the District and that the Principal hereby understands and acknowledges that information contained on his cell phone may be the District's property and subject to a FOIA request. The District shall have the authority to request the electronic data or property maintained and related to the District on the Principal's cell phone, and the Principal shall promptly provide the requested information. Following the District's request, the Principal agrees to maintain all data related to the District on his cell phone until it can be produced to the District and that he will not delete any data related to the District until it has been produced.

C. POWERS, DUTIES, and GOALS

1. The 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 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 education program of his assigned attendance area.
2. The Principal shall devote his entire time, attention, and energy to the business of the School District and related professional activities. With the permission of the Superintendent, the Principal 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 Principal may not jeopardize the functioning of the School District by any lengthy and conspicuous absence for such professional activities. The Principal shall notify the Superintendent in writing of engagement in any outside professional activities in which the Principal is remunerated.
3. The 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.
4. The Principal shall suspend students guilty of gross disobedience or misconduct from school and from the school bus in accordance with the requirements of Section 10-22.6 of the *School Code* and Board policy.
5. The Principal shall be responsible for, and deemed to have knowledge of, all of the policies, rules and regulations established by the Board and shall comply with their requirements.
6. The Superintendent shall evaluate the Principal's performance on an ongoing basis and shall meet with the Principal annually to discuss the Principal's performance with him. This annual evaluation shall include, but not be limited to, an assessment of the Principal's progress toward meeting the performance and improvement goals. At such meeting or thereafter, the Superintendent shall determine, if necessary, the terms and conditions of the continued future employment of the Principal, including the inclusion of the goals and indicators of student performance and academic improvement to be used by the Board to measure the performance and effectiveness of the Principal.

7. In accordance with the requirements of the *School Code*, the Parties understand and acknowledge that this contract must include performance goals for the Principal with respect to student performance and academic improvement, including indicators that shall be used by the Board to measure the Superintendent's performance. The Parties have established the following performance goals and indicators:

Goal 1 – To enhance individual student performance as measured by the following indicators:

- a. Northwest Evaluation Association's Measurement of Academic Progress (MAP) testing program
- b. Illinois Standards Assessment Test

Goal 2 –To support the academic improvement of the School through the application of Professional practice standards as presented in the "New Illinois Professional Leaders Standards"

- a. The rubric will be established in the Millburn Principal Evaluation Plan

The Superintendent shall determine whether the Principal has met the goals using the criteria described in the goals themselves, as well as the Superintendent's own reasonable judgment as to whether the Principal has exhibited the leadership, guidance and effort needed to achieve the goals. The Superintendent shall make this determination after an evaluation of the Principal and shall issue its determination in writing and present it to the Principal as part of the evaluation process.

8. The Board reserves the right to transfer the Principal to another position and/or assign him alternate duties in the District if it is in the best interests of the Board, as determined in its sole discretion, and provided the Principal's compensation and benefits afforded under this contract are not reduced.

D. REAPPOINTMENT

1. In the event the Board determines not to extend the employment of the Principal, this contract shall expire on June 30, 2021. The Principal shall receive notice of intent not to renew his employment in accordance with the requirements of the *School Code*.
2. At the end of any year of this contract, the Board and Principal may mutually agree to extend the employment of the Principal for a one year or multi-year period, provided that the performance goals and indicators set forth in this contract have been met.

E. TERMINATION

1. This employment contract may be terminated during its term by:
 - a. Mutual agreement;
 - b. Permanent disability (inability to perform essential job functions with or without reasonable accommodation);
 - c. Discharge for cause; or
 - d. Death of the Principal.
2. Discharge for cause during the term of this contract shall be for any conduct, act, or failure to act by the Principal, which in the discretion of the Board, is deemed to be detrimental to the best interests

of the School District. Reasons for discharge for cause shall be given in writing to the Principal, who shall be entitled to notice and a hearing before the Board to discuss such causes. If the Principal chooses to be accompanied by legal counsel, he shall bear any costs therein involved. The Board hearing shall be conducted in executive session.

F. 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 Principal 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. In the event any part of this contract is declared void or unenforceable by a court of competent jurisdiction, such portion shall be severed from this contract and the remainder shall continue in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement this _28th day of June, 2021.

PRINCIPAL

**BOARD of EDUCATION
MILLBUN COMMUNITY CONSOLIDATED SCHOOL
DISTRICT 24, LAKE COUNTY, ILLINOIS**

BENNETT WALSHIRE

President, Board of Education

ATTEST:

Secretary, Board of Education