

**COMMUNITY HIGH SCHOOL DISTRICT 94
DUPAGE COUNTY, ILLINOIS**

**ADMINISTRATOR EMPLOYMENT CONTRACT
2023-2028**

THIS CONTRACT is made by and between the BOARD OF EDUCATION OF COMMUNITY HIGH SCHOOL DISTRICT 94, DuPage County, Illinois (hereinafter designated as the "Board"), and Peter Martino (hereinafter designated as the "Administrator").

WITNESSED

By their execution of this Contract, the parties expressly agree that this Contract supersedes and otherwise terminates all prior employment contracts or agreements that may currently be in effect between them. For and in consideration of the mutual covenants and agreements herein contained, IT IS AGREED by and between the parties hereto as follows:

SECTION 1 TERMS AND DUTIES

- a) Term. The Administrator is hereby employed, and he hereby agrees to serve the said School District as an administrator, subject to the direction of the Board, during the period commencing July 1, 2023 and terminating June 30, 2028. The initial Contract Year under this Contract is July 1, 2023 through the immediately following June 30. Subsequent Contract Years under this Contract are July 1 through the immediately following June 30.
- b) Duties. The Administrator is assigned and shall, in general, perform such duties as are set forth in the Board's policies and the Administrator's job description which may be modified from time to time by the Board. The Administrator shall also perform such duties as may be prescribed by the Board and the Superintendent/Designee from time to time and all duties incident to his position. The Board reserves the right to reassign the Administrator during the term of this Contract to another administrative position or title for which the Administrator is qualified, without a loss of salary or benefits, and without notice or a hearing.

SECTION 2 CIVIC RESPONSIBILITIES

The Administrator shall devote his time, attention and energy to the business of the District.

**SECTION 3 SUBJECT TO RULES AND REGULATIONS OF THE BOARD OF
EDUCATION AND STATE LAW**

The Administrator shall conform to, comply with and be subject to all laws of the State of Illinois and to all lawful rules, regulations, directions and orders heretofore or thereafter adopted or issued by the Board.

SECTION 4 INDEMNIFICATION OF THE ADMINISTRATOR

The Board agrees, as a further condition of this Contract that it shall defend, hold harmless and indemnify the Administrator from any and all demands, claims, suits, actions and legal proceedings brought against the Administrator in his individual capacity or in his official capacity as agent and employee of the District, provided the incident arose while the Administrator was acting within the scope of his employment, but excluding criminal litigation and liability arising in respect to the operation of any vehicle or mode of transportation. Notwithstanding the foregoing, it is expressly understood that in no case will individual Board members be considered personally liable for indemnifying the Administrator against such demands, claims, suits, actions and legal proceedings.

SECTION 5 SALARY

For his services rendered pursuant to this Contract, and unless terminated pursuant to Section 12, the Board agrees to pay the Administrator as and for salary, the amounts shown below for the term thereof with payments to be made in accordance with current payroll practices:

Contract Year	Salary
July 1, 2023 - June 30, 2024	\$132,816.94
July 1, 2024 - June 30, 2025	\$135,473.28
July 1, 2025 - June 30, 2026	\$138,182.75
July 1, 2026 - June 30, 2027	\$140,946.40
July 1, 2027 - June 30, 2028	\$143,765.33

There shall be deducted from each payment the amounts required by law for federal and state income taxes and other applicable withholdings. The Board may consider increasing the annual salary of the Administrator during one or more of the Contract Years covered by this Contract to an amount that is greater than the amount stated in this Contract, should the Administrator's performance and then-current economic conditions so warrant; provided, however, that the Board shall be under no obligation to make such an increase. Any such increase that the Board in its discretion agrees to make to the Administrator's annual salary shall be made effective on July 1 of the ensuing Contract Year. The Board shall not reduce the Administrator's annual salary as stated in this Contract, except as set forth in Section 7 (i) or as mutually agreed upon by both parties.

SECTION 6 REIMBURSABLE EXPENSES

The Board shall reimburse the Administrator for reasonable and proper expenses incurred by the Administrator in the continuing performance of the Administrator's duties under this Agreement as approved by the Board, in an amount not to exceed the amount budgeted by the Board.

SECTION 7 FRINGE BENEFITS

- a) Health and Dental Insurance. The Administrator may elect to receive health and dental insurance coverage for himself and the dependent members of his immediate family, said election to be made in accordance with applicable law and the terms and provisions of the Board's insurance carrier. If such election is made, the Board shall provide such insurance coverage to the extent provided by and in accordance with the basic insurance coverage provided to the District's ISBE-licensed staff; the Board shall pay and otherwise be responsible for the premium costs of said insurance, up to the maximum rate payable by the Board for said insurance for newly hired members of the District's ISBE-licensed staff, as specified in the then-current collective bargaining agreement covering said staff, and the Administrator shall pay and otherwise be responsible for all remaining premium costs for said insurance.
- b) Membership Dues. The Board shall pay for the cost of annual membership dues to organizations directly related to the Administrator's role and other professional expenses necessary and incidental to the Administrator's professional growth, as approved by the Board.
- c) Vacation Days. The Administrator shall receive twenty (20) work days of vacation annually, exclusive of week-ends and legal holidays, as of July 1 of each Contract Year. Vacation shall be taken by the following June 30. If there are unused vacation days remaining as of June 30, the Board may in its sole discretion approve the carry-over of unused vacation, up to

a maximum of ten (10) days. In no event will unused vacation days accumulate beyond a maximum of ten (10) days for the entire term of this Contract, regardless of whether the number of vacation days not used by the Administrator during the term of this Contract exceeds ten (10) days. The Board shall have no obligation to agree to or approve the carry-over of any unused vacation days. The parties agree that this paragraph 7(c) provides the Administrator adequate notice and a reasonable period of time within which to use the vacation granted hereunder. The Administrator will advise the Superintendent in advance of any vacation period taken and the time thereof. Vacation periods in excess of five (5) consecutive days require prior Superintendent approval. If this Contract is terminated for any reason, the Administrator shall be paid for the current Contract Year's allocation of unused vacation days and no more than ten (10) accumulated and unused vacation days, at the rate of his current salary.

- d) Sick Leave. The Administrator shall be entitled to the same amount of paid sick leave days granted to ISBE-licensed staff under the collective bargaining agreement then in effect, including personal days that can be used as sick leave, notwithstanding any Board policy, practice or precedent to the contrary. If, as the direct result of an unforeseen medical condition of the Administrator, he is absent from work for a period that exceeds his then-available current and accumulated sick leave, the Administrator may request that the Board consider granting his additional paid sick leave for his immediate use due to said unforeseen condition; the Board may in its discretion grant such additional sick leave to the Administrator, but shall be under no obligation to do so. Unused sick leave shall accumulate to a maximum of three hundred forty (340) days. There will be no payment of accumulated sick leave days at the termination of this Contract.
- e) Miscellaneous Fringe Benefits. Except when a specific fringe benefit is provided for in this Contract, the Administrator shall receive fringe benefits provided by the Board during the term of this Contract to all administrators and/or to all ISBE-licensed employees. In event of a conflict in a fringe benefit expressly provided for in this Contract and one provided to administrators and/or ISBE-licensed employees, the terms of this Contract shall govern.
- f) TRS. The Board shall pick up and pay on the Administrator's behalf, the Administrator's contribution to the Illinois Teachers' Retirement System ("TRS") pursuant to the Illinois Pension Code, up to a maximum rate to the Board of 8.5% of the Administrator's TRS- creditable earnings. The Board's obligation to pick up and pay this TRS contribution shall never exceed 8.5% of the Administrator's TRS-creditable earnings. The Administrator shall be solely responsible for all TRS contributions attributable to that portion of the contribution rate above that exceeds 8.5% of the Administrator's TRS-creditable earnings. The Administrator shall be solely responsible for any and all other required contributions to TRS, including but not limited to, all TRS contributions payable by reason of any other compensation payable to the Administrator pursuant to this Contract. Although designated by the Illinois Pension Code as employee contributions, the amounts herein required to be picked up and paid by the Board shall be paid by the Board in lieu of contributions by the Administrator pursuant to Section 414(h) of the Internal Revenue Code of 1986, as amended. The Administrator shall not have the option of choosing to receive directly the amounts contributed to TRS by the Board on the Administrator's behalf, nor any right or claim to the contributions to TRS except as such may subsequently become available pursuant to the provisions of the Illinois Pension Code and TRS rules and regulations.
- g) Annuity. From the annual salary stated in Section 5 of this Contract, the Administrator may (1) annually defer compensation pursuant to and in accordance with the terms of an eligible

deferred compensation plan as described in Section 457(b) of the Internal Revenue Code if adopted by the Board and/or (2) authorize a salary reduction in order that the Board may purchase a 403(b) eligible product for the Administrator as described in Section 403(b) of the Internal Revenue Code, in accordance with the Board's 403(b) Plan, if offered, and provided that the Administrator confirms that any such deferrals and reductions are within Internal Revenue Code limitations. Provided, however, that in no case shall the Board be required to pay any additional compensation to or on behalf of the Administrator, or pay any matching or other employer contribution on the Administrator's behalf.

- h) Limitation on Compensation. Notwithstanding any provision of this Contract, or any other agreement, contract, incentive, policy, practice or precedent to the contrary, in no event will the Administrator be eligible for or entitled to the receipt of any remuneration or benefit during the term of this Contract that would cause his total TRS-creditable compensation, salary and fringe benefits ("total TRS-creditable compensation") to exceed six percent (6%) of his prior year's total TRS-creditable compensation, or the maximum amount which would not require the payment of any employer or employee contribution, penalty or other payment to any State pension or retirement system of the State of Illinois, whichever is less, unless otherwise agreed to in writing by the parties. Execution of this Contract by the Administrator includes his acknowledgement and agreement to the foregoing limitation. The total TRS-creditable compensation received by the Administrator as set forth in this Contract and limited by this provision constitutes the entire remuneration and benefits paid to the Administrator by the Board. The Administrator, in further consideration of his receipt of such total TRS-creditable compensation, agrees to waive and otherwise forgo the receipt of any such remuneration or benefit set forth in this Contract that would cause his total TRS-creditable compensation for the term of this Contract to exceed the foregoing limitation. The remuneration and benefits set forth in this Contract shall not be increased beyond the foregoing limit, but may be decreased for sufficient cause or in order to comply with the requirements of any subsequently enacted applicable law or regulation. Any decrease in remuneration or benefits shall not be considered an amendment nor shall it be deemed that the Board and the Administrator have entered into a new contract, or that the termination date of this Contract has been extended.

SECTION 8 PROFESSIONAL GROWTH

The Board encourages continuing professional growth of the Administrator through membership in and participation in professional organizations and through attendance at appropriate professional meetings and conferences at the local, state and national levels. Within budget constraints, as approved by the Board, the Board shall reimburse the Administrator for actual and necessary expenses incurred by him in attending such meetings and conferences.

SECTION 9 LICENSURE

During the term of this Contract, the Administrator shall maintain a valid and appropriate license to act as Administrator in accordance with the laws of the State of Illinois and as directed by the Board, and shall keep such license in full force and effect during the life of this Contract.

SECTION 10 EVALUATION

- a) The Administrator shall meet the following initial student performance and academic improvement goals (including the indicators for meeting such goals), by no later than June 30, 2024. All of said goals are linked to student performance and academic improvement within the school or schools of the School District, and shall be used by the Board to measure the performance and effectiveness of the Administrator, along with such other information as the Board may determine, pursuant to Section 10-23.8a of the Illinois School Code. The initial

student performance and academic improvement goals shall be as follows:

Goal A:

Enhance programs and systems that promote successful learning experiences for all students.

Objective:

Create greater opportunities for students in their course selection through the integration of technology in courses.

Indicator(s):

Newly developed courses utilizing technology and blended platforms, pathways for certifications, adjusted scheduling options, evaluation of course sequences.

Goal B:

Promote effectual professional growth of teachers, staff, and administrators.

Objective:

Explore professional development in the areas of social emotional health and cultural diversity, and their impact on grading, instruction, support services, and culture/climate.

Indicator(s):

Review of grading practices, development of SEL supports, implementation of student support initiative, parental engagement options through departments of support services.

Goal C:

Develop programs that facilitate a positive school culture and climate.

Objective:

Develop school culture based programs to promote greater involvement of students in school programs, clubs, and activities.

Indicator(s):

Utilization of the Narrative Project to promote school engagement and awareness of school activities, use of the Den time to develop school culture.

Goal D:

Foster community based partnerships that will bolster the high school and post-high school experience.

Objective:

Develop a greater post high school connection with COD and other area universities as well as area businesses.

Indicator(s):

Implementation of COD Counselor and expansion of this role in the school, development of pathways for certificates

- b) Prior to the end of March 2024, and prior to the end of March of each subsequent Contract Year, the parties shall meet to establish and agree upon annual objectives and indicators for meeting the student performance and academic improvement goals set forth below, in accordance with Section 10-23.8a of the Illinois School Code. Said objectives and indicators shall be reduced to writing by the Administrator and delivered to the Superintendent prior to the end of April of each Contract Year. In the event that the parties cannot agree on the objectives and indicators for a given Contract Year, said objectives and indicators shall be determined, reduced to writing, and delivered by the Superintendent to the Administrator prior to the end of April of each Contract Year. Said objectives and indicators, regardless of how they are determined, shall be among the criteria by which the Administrator is evaluated. The student performance and academic improvement goals shall be as follows:

Goal A: Enhance programs and systems that promote successful learning experiences for all students.

Goal B: Promote effectual professional growth of teachers, staff, and administrators.

Goal C: Develop programs that facilitate a positive school culture and climate.

Goal D: Foster community based partnerships that will bolster the high school and post-high school experience.

- c) Each Contract Year the Superintendent and the Administrator shall meet and attempt in good faith to mutually agree upon the evaluation format. This evaluation and assessment shall be reasonably related to the position description of the Administrator, the goals and indicators of the Superintendent for the period in question and the duties and related tasks provided for in Section 1 of this Contract. If the parties are unable to agree on an evaluation format, the Superintendent shall determine the evaluation format by September 30 of each Contract Year. The format for the first Contract Year shall include the goals, objectives and indicators established pursuant to Paragraph 10 (a) of this Contract. The format for the second and subsequent Contract Years shall include the goals, objectives and indicators established pursuant to Paragraph 10 (b) of this Contract, as well as the method or methods of measuring whether such goal, objective, or indicator has been successfully met. The decision regarding whether a goal, objective, or indicator has been met shall be within the sole discretion of the Superintendent, and such decision shall be made in good faith and shall not be arbitrary and capricious.
- d) By March 1 of each Contract Year, the Superintendent shall review with the Administrator his progress toward the established goals, objectives and indicators, and his overall performance, including his working relationships among the Superintendent, the faculty, the staff and the community. Any failure to evaluate or assess the Administrator as provided herein shall preclude the Administrator's suspension (with or without pay) or termination hereunder based on his progress toward the established goals, objectives and indicators, or his overall performance, including his working relationships with the Superintendent, the faculty, the staff and the community.

SECTION 11 **SUBSEQUENT CONTRACT**

Notice of intent not to enter into a new Contract must be given by the Superintendent, in writing, no later than March 1 of the last year of this Contract, unless this Contract is non-renewed and terminated pursuant to Section 12. Said notice shall be in writing and state the specific reason for non-renewal. Failure to provide the notice of intent not to renew by the Superintendent shall extend this contract for one (1) additional year. Within ten (10) days after receipt of a notice of intent not to renew this Contract, the Administrator may request a closed session hearing before the Board. Evidence of the specific reason for non-renewal must be presented by the Superintendent to the Administrator at the hearing. The Administrator has the right of presenting evidence, witnesses and defenses on the grounds of non-renewal.

SECTION 12 **TERMINATION**

This Contract may also be terminated by:

- a) Mutual agreement of the parties.
- b) Retirement or Resignation of the Administrator. The Administrator shall provide the

Superintendent at least one hundred (100) days written notice of the proposed retirement or resignation.

- c) Discharge for Cause. The Board may discharge the Administrator for just cause, which shall mean any conduct, act, or failure to act by the Administrator which is detrimental to the best interests of the District and which may include, but is not limited to, failure to obtain or maintain the State of Illinois license referred to in Section 9 of this Contract, neglect of duty or material breach of contract, or an unsatisfactory performance evaluation of the Administrator made by the Superintendent pursuant to Section 10 of this Contract. Notice of discharge for cause shall be given in writing and the Administrator shall be entitled to appear before the Board to discuss such causes. If the Administrator chooses to be accompanied by legal counsel at such meeting, he shall bear any costs therein involved. Such meeting shall be conducted in closed session. The Administrator shall be provided a written decision stating the results of the meeting.

Nothing shall prohibit the Superintendent from suspending the Administrator with or without pay pending completion of the applicable requirements of this subsection. After the effective date of dismissal, the Administrator shall not be entitled to compensation or benefits of any kind under this Contract, except that the Administrator shall be entitled to any vested benefits payable under the terms and provisions of the Illinois Teachers' Retirement System.

- d) Death of the Administrator.
- e) Expiration of the term of this Contract.

SECTION 13 SEVERABILITY

If any provision of this Contract is subsequently declared by the proper legislative or judicial authority to be unlawful or unenforceable, all other provisions of the Contract shall remain in full force and effect.

SECTION 14 COMPLETE AGREEMENT

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. No modification or amendment of this Contract shall be valid or binding on the parties unless it is in writing and executed by the Superintendent and Administrator. This agreement has been executed in Illinois and shall be governed by the laws of the State of Illinois.

SECTION 15 WAIVER OF TENURE

The Administrator, in accepting the terms of this multi-year Contract, waives any and all rights granted under the Illinois School Code, including, but not limited to, any rights to tenure under Section 24-11 through 24-16 of the Illinois School Code.

SECTION 16 CRIMINAL BACKGROUND INVESTIGATION

The Board is prohibited from knowingly employing a person who has been convicted of committing or attempting to commit certain criminal offenses. If the Administrator receives, or a criminal background investigation report reveals that there has been a prohibited conviction during the term of this Contract or any extension thereof, this Contract shall immediately become null and void.

SECTION 17 NOTICES

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, registered or certified mail, postage

prepaid, addressed as follows:

If to the Board:	President, Board of Education 326 Joliet Street West Chicago, IL 60185
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If to the Administrator:	Peter Martino
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SECTION 18 MISCELLANEOUS

This Contract has been executed in Illinois and shall be governed in accordance with the laws of the state of Illinois in every respect.

- a) The failure of the Board to exercise, or the Board's waiver of, any of its rights, or the Board's failure to require the Administrator to perform any particular duty, under this Contract shall not be deemed a waiver of such right or duty in any future instance unless otherwise expressly so stated in writing by the Board.
- 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 text 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 shall insure to the benefit of the parties, their successors, assigns, heirs, executors, and personal representatives, and shall be binding upon the Board, its successors and assigns.
- e) Both parties have had the opportunity to seek advice of counsel. The Board has relied upon the advice and representation of counsel selected by it respecting the legal liabilities of the parties, if any. The Administrator has voluntarily decided to act without the advice of counsel, without threat or coercion.
- f) 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 the restrictions contained in the Illinois School Code and other applicable law.

IN WITNESS WHEREOF, the parties hereto have executed this contract the date and year first above written.

Board of Education,
Community High School District 94
DuPage County, Illinois

Administrator

President, Board of Education

Date _____

Date _____

ATTEST:

Secretary, Board of Education

Date _____