

**SUPERINTENDENT'S EMPLOYMENT AGREEMENT**

**THIS AGREEMENT** is made this 2nd day of December, 2021 by and between the **BOARD OF EDUCATION OF WEST CHICAGO ELEMENTARY SCHOOL DISTRICT NO. 33**, DuPage County, Illinois (hereinafter the "Board") and **KRISTINA DAVIS** (hereinafter the "Superintendent" or "Davis").

**WHEREAS**, the Superintendent and Board confirm and acknowledge that the Superintendent has met the goals and indicators of student performance and academic achievement, as stated in the previous contract; and

**WHEREAS**, the Board and the Superintendent desire to enter into a mutually beneficial agreement for the Superintendent to serve and act as the District's Superintendent from the period of July 1, 2021 through June 30, 2026; and

**WHEREAS**, this Contract hereby replaces and supersedes any contract of employment currently in effect between the Board and Superintendent as of the commencement date of this Contract as such date is set forth below in Paragraph A.1.

**NOW, THEREFORE**, in consideration of the covenants in this Agreement, the sufficiency of which is acknowledged by the parties, the Board and the Superintendent agree as follows:

**A. Employment and Compensation**

1. The Board hereby employs the Superintendent for the period of July 1, 2021 through June 30, 2026. For the 2021-2022 contract year, the Superintendent's annual salary shall be \$210,000. For each subsequent contract year, the Board shall increase the Superintendent's annual base salary by an amount equal to the then current PTELL Consumer Price Index (CPI) increase or 3%, whichever is greater, over the immediately prior contract year's annual salary. The Board retains the right to increase the annual salary and/or fringe benefits of the Superintendent during the life of this Agreement. All 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 Superintendent hereby accepts employment upon the terms hereafter set forth.

In addition to the salary stated in Paragraph A.1 of this Agreement, the Board shall pick up and pay the Superintendent's required employee contribution on behalf of the Superintendent to the State of Illinois Teachers' Retirement System ("TRS") in satisfaction of the Superintendent's required retirement contribution to TRS. It is the intention of the parties to qualify all such payments paid by the Board on the Superintendent's behalf as employer payments pursuant to Section 414(h) of the *Internal Revenue Code of 1986*, as amended. The Superintendent does not have any right or claim to said amounts except as they may become available at the time of retirement or resignation from TRS. 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 TRS, and that such contributions are made as a condition of employment to secure the Superintendent's future services, knowledge, and experience. If the current employee contribution rate required by TRS to be remitted decreases or if any legislation or rule change limits the ability of the Board to fulfill its obligations under this section, 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 contribution does not exceed the Board's total cost before the TRS contribution rate decrease or legislation or rule change.

2. In addition, the Board shall pay the Superintendent's required contribution to TRS for Teacher Retirees' Health Insurance ("THIS").
3. Throughout the term of this Agreement, the Superintendent shall hold a valid and properly registered license issued by the State of Illinois Teachers' Licensure Board qualifying her to act as Superintendent of the School District.
4. During the term of this Agreement, the Superintendent shall have a comprehensive medical examination by a licensed Illinois physician, which shall include any tests deemed necessary by the physician or required by the Board. The Board shall be responsible for the reasonable and customary costs of the medical examination and shall pay the cost of any tests the Board requires which are not customarily included in an annual physical exam. The Superintendent shall provide to the Board a statement from the licensed Illinois physician indicating that the required physical exam was performed and that the Superintendent is fit for duty.

**B. Benefits**

**1. Insurance Benefits**

The Board will also provide the Superintendent with the following benefits:

- a. Board paid health insurance coverage under the same terms as provided other members of the licensed, professional staff.
- b. Ability to voluntarily elect (at the Superintendent's expense) long-term disability insurance coverage on the same terms and conditions as is provided to other District administrators.
- c. Standard life insurance coverage under a policy to be selected jointly by the Superintendent and the Board in an amount equal to her annual salary;

- d. Other insurance benefits (other than long-term disability, life, and health/medical) on the same terms and conditions as uniformly provided to other District administrators.

If the provision of health insurance contemplated by this 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 revise 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 revise a benefit under this paragraph shall be in implementation of this provision of this Agreement and shall not constitute or require an amendment to this Agreement.

**2. Vacation**

The Superintendent shall be entitled annually to twenty-five (25) working days of paid vacation during the term of this Agreement. The Superintendent shall also be entitled to all legal school holidays. Christmas, Spring, and Summer recess periods shall constitute working days unless specifically scheduled and credited towards the vacation days listed above. Each contract year, the Superintendent may utilize up to ten (10) unused vacation days to either exchange for pay at her then per diem rate per vacation day or carry over for use during the next contract year. Unused vacations days that are neither exchanged for pay nor carried over will be forfeited. Upon discontinuation of employment with the District, the Superintendent shall be reimbursed for any unused vacation days (not to exceed 35) at the Superintendent's then daily rate of pay, which shall be calculated as 1/249 of the annual salary as of the last day of employment.

**3. Sick Leave**

During the term of this Agreement, the Superintendent shall annually be granted fourteen (14) days of paid sick leave, as defined in Section 5/24-6 of *The Illinois School Code*. The unused portion of those days shall be added to the Superintendent's total accumulated sick leave balance. The maximum accumulation hereunder is three hundred forty (340) days as of the end of any school year. The Superintendent shall not be entitled to reimbursement for unused sick leave.

**4. Personal Leave**

The Superintendent annually shall be allowed to take up to three (3) personal days during the term of this Agreement. The Superintendent shall not be entitled

to pay for unused personal leave. Personal days shall not carry over from one year to the next. Each year, up to three (3) unused personal days may be converted to sick days, subject to the limits on the maximum accumulated sick time allowed in the paragraph above.

The Superintendent shall be allowed to take up to 10 paid days off for the purpose of working on her dissertation during the length of the contract. These days must be used for dissertation work only. The dates must be submitted and approved by the Board President. The Superintendent shall not be entitled to reimbursement for unused dissertation days.

**5. Business Expenses**

Subject to applicable Board Policy and approval, the Board shall reimburse the Superintendent for necessary expenditures related to the Superintendent's employment including authorized transportation, registration fees, and other necessary school business expenses required of the Superintendent in the course of performing her professional responsibilities. Itemization shall be made by the Superintendent of all such expenses incurred and receipts shall be submitted to the Board for review and approval prior to reimbursement.

**6. Mileage Reimbursement**

The Superintendent, as a condition of her employment, is required to have a personally owned or leased auto or other vehicle for use in the performance of her duties. The Superintendent will bear all costs associated with the upkeep and maintenance of this vehicle, including, but not limited to, license, sticker fees, fuel, repairs, parking, tolls and insurance. The Board shall provide the Superintendent with a monthly automobile allowance of Two Hundred Fifty Dollars (\$250.00) for use in the performance of her duties as Superintendent within the greater Chicago area. The Board shall reimburse the Superintendent for automobile and other transportation expenses incurred in the performance of her duties for travel outside of the greater Chicago area pursuant to Paragraph B.9 of this Contract.

**7. Cell Phone**

The Board and Superintendent agree that the parties may need to contact each other for work-related emergencies at all times and that the Superintendent may need to conduct district business when she is away from the office. As such, the Board shall provide the Superintendent with a cell phone and phone/data plan for use in connection with District business at no cost to the Superintendent.

**8. Membership Dues**

The Superintendent shall be reimbursed for all dues and membership fees to a reasonable number of professional organizations. At a minimum, the Board shall pay for membership in the Illinois Association of School Administrators, the American Association of School Administrators, the Illinois Association of Latino Administrators and Superintendents, and the Association of Latino Administrators and Superintendents.

**9. Professional Activities**

The Superintendent is expected to attend appropriate professional meetings at the local and state levels, and subject to prior Board approval, at the national level. All actual and necessary expenses incurred shall be paid by the Board. The Superintendent is encouraged to participate in local, civic, and fraternal organizations in the interest of promoting a better understanding of the District and its concerns. Subject to its prior approval, the Board shall pay the dues incurred through membership in such organizations.

**10. 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 of the Internal Revenue Code, or (2) authorize a salary reduction in order that the Board may purchase an annuity policy for the Superintendent as described in Section 403(b) of the Internal Revenue Code.

In addition, by September 30, 2023, the Board will make a non-elective contribution of \$10,000 to the Superintendent's 403(b) plan for the 2023-2024 contract year. In each subsequent contract year, the Board will make a non-elective contribution to the Superintendent's 403(b) in an amount that is increased by the then current PTELL Consumer Price Index (CPI) increase or 3%, whichever is greater, over the immediately prior contract year's non-elective contribution. Non-elective contributions during the 2024-2025, and 2025-2026 contract years will be made by July 15<sup>th</sup>. Both parties acknowledge that the Superintendent has not had and shall not have the option to receive cash or any other form of compensation or benefit in lieu of this non-elective contribution.

- 11.** In addition to the benefits and contributions otherwise provided by this Agreement, the Superintendent shall be allowed such other privileges and leaves as are commonly extended to other administrative personnel.

**C. Limitation on Compensation**

The Superintendent and the Board acknowledge and agree that the Superintendent's increased compensation and benefits from the 2020-2021 to 2021-2022 contract years represents a one-time market correction and allows for a greater than six percent (6%)

increase in TRS creditable earnings. Following the 2021-2022 contract year, the compensation and benefits provided under this Agreement will not exceed the TRS six percent (6%) cap on salary increases and/or the TRS cap on the granting of sick days. The Board reserves the right to adjust the compensation and benefits provided under this Agreement to prevent exceeding, and/or to address the consequences of having exceeded, the TRS six percent (6%) cap and/or the TRS normal allotment sick day cap. The adjustment of the Superintendent's TRS creditable earnings under this Paragraph shall be in implementation of this provision of this Agreement and shall not constitute or require an amendment to this Agreement.

**D. Powers and Duties**

**1. Duties**

The duties and the responsibilities of the Superintendent shall be all those duties incident to the office of Superintendent. The Superintendent shall have charge of the administration of the schools under the direction of the Board. It shall be the responsibility of the Superintendent:

- a. To administer the affairs of the School District under the direction of the Board and to exercise authority required or allowable under applicable law and fulfill duties set forth in the job description for this position;
- b. To have charge of the administration of the schools under the direction of the Board;
- c. To be the Chief Executive Officer for the Board;
- d. To recommend the selection of, and direct and assign, teachers and other employees of the School District under her supervision;
- e. To organize and direct the administrative and supervisory staff;
- f. To make recommendations to the Board concerning the budget, building plans, locations of sites, and the selection of textbooks, instructional material, and course of study;
- g. To direct the keeping of all records and accounts, and aid in the making of all reports, as required by the Board;
- h. To recommend rules, regulations, and procedures deemed necessary for the welfare of the School District;
- i. To perform those obligations imposed by Section 5/10-21.4 of *The Illinois School Code* upon the Superintendent of Schools, and to perform such other duties as may be assigned to the Superintendent by the Board, consistent with her licensure and experience.

**2. Other Work**

The Superintendent shall devote her time, attention, and energy to the business of the School District and related professional activities. With the permission of the Board, the Superintendent may attend university courses, seminars, and 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.

**E. Student Performance and Academic Improvement**

This Agreement is a performance-based contract. Annually, the Superintendent shall (1) evaluate student performance including, but not limited to, student performance on standardized tests, successful completion of the curriculum, and attendance rates; (2) review the curriculum and instructional services; and (3) report to the Board on (a) the findings as to student performance and (b) the recommendations, if any, for curriculum or instructional changes as a result of her evaluation of student performance. The presentation of such report to the Board shall constitute the achievement of the goals and indicators of student performance and academic improvement as required by Section 10-23.8 of the Illinois *School Code*.

**F. Evaluation**

The Board and Superintendent agree that annually they shall mutually discuss and evaluate their working relationship, rapport, and understanding. Prior to March 1, the Superintendent's performance shall be evaluated by the Board and a written evaluation of that performance given to the Superintendent. After such evaluation, the parties shall schedule a meeting to review the evaluation and determine, if necessary, the terms and conditions of the continued future employment of the Superintendent.

The Superintendent retains rights to employment pursuant to 105 ILCS 5/10-21.4 and maintains her previously acquired tenure credit pursuant to 105 ILCS 5/10-23.8.

**G. Termination**

1. This Agreement may be terminated by:

- a. Mutual agreement;
- b. Permanent disability
- c. Discharge for cause;
- d. Expiration of its term;
- e. Death.

2. **Permanent Disability**

The Board may terminate this Agreement for reasons of permanent disability or incapacity at any time after the Superintendent has been absent from her employment for a continuous period of nine (9) months leave or presents the Board a physician's statement certifying that she is permanently disabled or incapacitated, provided that the Superintendent shall have the right to notice and hearing of termination due to permanent disability and incapacity. The Board reserves the right to require the Superintendent to submit to a medical examination, either physical or mental, at any time, the cost of which examination shall be paid by the Board. Such examination shall be performed by a licensed physician who is selected and paid by the Board. The Superintendent expressly agrees that the physician shall prepare a detailed report on whether she is able to perform her essential job duties with or without reasonable accommodations and submit it to the Board of Education.

**3. Discharge for Cause**

Discharge for cause shall be for any conduct, act, or failure to act by the Superintendent which is detrimental to the best interests of the School District, however, the Superintendent shall be given a reasonable opportunity to correct any deficiency, when appropriate. 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 counsel at such hearing, all such legal expenses shall be paid by the Superintendent.

**H. Notice**

Any notice required to be given under this Agreement 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.

**I. Miscellaneous**

1. This Agreement has been executed in the State of Illinois and shall be governed in accordance with the laws and regulations of Illinois. In the event any part of this Agreement is declared void or unenforceable by a court of competent jurisdiction, such portion shall be severed from this Agreement and the remainder shall continue in full force and effect.
2. Paragraph headings and numbers have been inserted for convenience of reference only, and if there shall be any conflict between such headings of numbers and the text of this Agreement, the text shall control.
3. This Agreement contains all the terms agreed upon by the parties with respect to the subject matter of this Agreement and supersedes all prior agreements, arrangements, contracts, and communications between the parties concerning such subject matter, whether oral or written.



4. Except as may otherwise be provided, no subsequent alteration, amendment, change, or addition to this Agreement shall be binding upon the parties unless reduced to writing and duly authorized and signed by each of them.
5. This Agreement shall be binding upon and inure to the benefit of the Superintendent, her successors, assigns, heirs, executors, and personal representatives, and shall be binding upon and insured to the benefit of the Board, its successors and assigns.
6. Both parties have had the opportunity to seek the advice of counsel.
7. 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 *The Illinois School Code* and other applicable law.
8. This Agreement 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.
9. This Agreement shall be effective as of the date the last party signs the Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement this 2nd day of December, 2021.

SUPERINTENDENT

  
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Kristina Davis

BOARD OF EDUCATION OF WEST  
CHICAGO ELEMENTARY SCHOOL  
DISTRICT NO. 33, DUPAGE COUNTY,  
ILLINOIS

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