

EMPLOYMENT CONTRACT FOR

Kathleen Kwak as Assistant Principal
at Lake Bluff Elementary School
(2025 - 2026)

AGREEMENT made this 29th day of April, 2025, between the **BOARD OF EDUCATION OF LAKE BLUFF SCHOOL DISTRICT NO. 65, LAKE COUNTY, ILLINOIS**, hereinafter referred to as the “Board,” and **KATHLEEN TURNER KWAK**, hereinafter referred to as the “Administrator”.

A. EMPLOYMENT AND COMPENSATION

1. Salary and Term of Employment

The Board hereby employs the Administrator for a period of 260 days commencing on July 1, 2025, and terminating on June 30, 2026, at an annual salary of One Hundred Thousand Two Hundred Sixty Four Dollars (\$100,264) payable in equal installments in accordance with the rules of the Board governing payment of other administrative staff members in the District. 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 hereby accepts employment upon the terms and conditions hereinafter set forth.

2. Teacher’s 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 and remit on behalf of the Administrator to the State of Illinois Teachers’ Retirement System and the Teachers’ Health Insurance Security Fund the Administrator’s required contributions to said pension system and health fund. The Administrator 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 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 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 Administrator’s future services, knowledge and experience.

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. License

During the term of this contract, the Administrator shall hold and maintain a valid and properly registered administrative license issued by the State of Illinois qualifying her to act as an Administrator in the School District.

2. Employment Representations

The Administrator represents that she is not under contract with any other school district for any portion of the term covered by this contract. The Administrator 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, the Administrator 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 evidence of physical fitness to perform duties assigned and freedom from communicable disease, including tuberculosis, pursuant to Section 24-5 of the *School Code*. The Administrator 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. As a condition of employment, the Administrator also agrees to comply with all health requirements established by law.

4. Criminal Background Investigation

As a required condition of employment for new employees, the Administrator shall authorize a criminal background investigation by the Board, pursuant to the *School Code*, and a DCFS Child Abuse Registry background investigation.

C. **BENEFITS**

1. **Travel Reimbursement**

The Board will provide the Administrator with reimbursement for travel connected to her professional duties at the regular mileage rate established by the Internal Revenue Service, and pursuant to Board policies and procedures.

2. **Reimbursement of Business Expenses**

The Board shall reimburse the Administrator in accordance with District procedures for reasonable monthly expenses incurred in the performance of her duties. Itemization of all expenses incurred pursuant to this provision shall be made by the Administrator in accordance with the regulations of the *Internal Revenue Code*, as amended.

3. **Insurance**

The Board will provide the Administrator with the following benefits:

- a. Full-family hospitalization and medical insurance, dental, and vision insurance as provided under any group program effective in the District;
- b. Long-term disability insurance coverage as provided under any group program effective in the District, subject to all eligibility conditions established by the group insurance carrier;
- c. Term life insurance, in the amount of 1X salary up to \$225,000 subject to all eligibility conditions established by the group insurance carrier;
- d. Liability insurance, as provided to other administrators; and

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 or other official guidance 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 consider making a corresponding increase in the Administrator's salary or other compensation to offset the cash value of the reduction in such insurance premium benefit.

4. **Sick Leave**

The Administrator shall be granted paid sick leave, as defined in Section 24-6 of the *School Code*, of twelve (12) working days per

contract year. All unused sick leave days will accumulate from year to year without limitation.

5. Personal Leave

The Administrator will be granted five (5) personal leave days each contract year without loss of pay. Any unused personal days shall convert to and accumulate as sick leave.

6. Vacation

The Administrator shall be entitled to a paid vacation of twenty (20) working days annually. The Superintendent and the Administrator shall mutually agree upon any vacation time in excess of five (5) consecutive school days. Vacation must be taken within the twelve-month contract period or *unused* days will be lost and not available for any future use. The Administrator 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.

7. Professional Organizations

Subject to prior approval of the Superintendent, the Administrator shall receive \$750 each contract year for dues and membership fees to professional organizations.

8. Professional Meetings Attendance

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

9. Health/Wellness Benefit

The Administrator shall receive up to \$300 reimbursement each contract year for health and wellness expenses as are commonly extended to other administrative personnel.

10. Tuition Reimbursement Benefit

The Board will pay the actual tuition cost for the Administrator to graduate level courses each contract year at an accredited institution of higher learning approved by the Board, up to a maximum of \$333 per credit hour and a maximum of eighteen (18) credit hours per contract year, provided however, that: 1) said courses are for the purpose of an Administrative Certification, 2) courses have been approved in writing by the Superintendent prior to registration or are taken at specific direction of the Superintendent, and 3) the Administrator has provided the Superintendent with an official transcript as proof of successful completion (an A or B grade) of said courses.

The Administrator acknowledges that she is responsible for the payment of her tuition costs for all classes at the time of registration and that the Board will only reimburse her for the courses that meet the above criteria. The Superintendent, at her discretion, may authorize the advance payment for said courses, provided, however, that the Administrator has made her request to the Superintendent in writing and in a timely fashion and that said payment will be returned to the Board if any of the conditions set forth hereinabove are not met by the Administrator. Such tuition reimbursement will be subject to the necessary federal and state withholdings. There shall be no reimbursement for books, supplies, travel expenses, or any other incidental expenses incurred pursuant to this paragraph 10.

The Administrator hereby acknowledges that by accepting any tuition reimbursement from the District during the term of this contract, she agrees that in the event that she gives notice of resignation or retirement to the District while completing her degree, the Administrator shall be responsible for the repayment to the Board of all moneys paid by the District for tuition reimbursement during the term of this Agreement.

11. 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 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 pursuant to and in accordance with Section 403(b) of the *Internal Revenue Code* and the terms of the Board's 403(b) Plan if offered, and provided that the Administrator confirms that any such deferrals and/or reductions are within *Internal Revenue Code* limitations.

D. POWERS AND DUTIES

1. Responsibilities and Duties

The Administrator, as directed in her job description, shall assist the Superintendent in the administrative operation and management of the School District. The Administrator shall also assume any additional responsibilities and duties as may be assigned, 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 educational program of the District. The Administrator shall be responsible for, and deemed to have knowledge of, all policies, rules and regulations established by the Board and shall comply with their requirements.

2. Extent of Service

The Administrator shall devote her entire time, attention, and energy to the business of the School District and related professional activities. With the prior permission of the Superintendent, the Administrator 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 Administrator may not jeopardize the functioning of the School District by any lengthy and conspicuous absence for such professional activities.

E. RENEWAL, EXTENSION, AND AMENDMENT OF CONTRACT

1. Renewal

At the end of this contract, the Board and Administrator may mutually agree to extend the employment of the Administrator. In such event, the Board shall take specific action to enter into a new contract of employment with the Administrator.

2. Non-Renewal and/or Reclassification

In the event the Board determines not to extend the employment of the Administrator, this contract shall expire on June 30, 2026. The Administrator shall receive notice of intent not to renew her employment and, as the Assistant Principal at Lake Bluff Elementary School, notice of reclassification in accordance with any applicable requirements of the *School Code*.

3. Amendment

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 Administrator or as an extension of the termination date of this contract.

F. TERMINATION

1. Grounds for Termination

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 accommodation);
- c. Discharge for cause; or
- d. Death

2. Cause

Discharge for cause during the term of this contract shall be for any conduct, act, or failure to act by the Administrator, which, in the discretion of the Board, is deemed detrimental to the best interests of the School District. 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 such causes. If the Administrator chooses to be accompanied by legal counsel, she shall bear any costs therein involved. The Board hearing shall be conducted in executive session.

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 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 insure to the benefit of and be binding upon the Board and its successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Agreement this 29th day of April, 2025, upon formal approval by the Board at a duly convened meeting held this same date.

ADMINISTRATOR

**BOARD OF EDUCATION
LAKE BLUFF SCHOOL DISTRICT 65
LAKE COUNTY, ILLINOIS**

Kathleen Kwak

By: _____
President

ATTEST:

Secretary