

**CHIEF INFORMATION OFFICER  
EMPLOYMENT CONTRACT  
(2021- 2024)**

**AGREEMENT** made this 8th day of March, 2021, between the **BOARD OF EDUCATION OF TOWNSHIP HIGH SCHOOL DISTRICT NO. 113, LAKE COUNTY, ILLINOIS**, hereinafter referred to as the "Board," and **RON KASBOHM**, as the Chief Information Officer, hereinafter referred to as the "Chief Officer," and hereinafter collectively referred to as the "Parties," the Board having reviewed and determined that the Chief Officer has met the performance goals set forth in the prior multi-year 2018-2021 Employment Contract.

**A. EMPLOYMENT AND COMPENSATION**

**1. Salary and Term of Employment.** The Board hereby employs the Chief Officer for a multi-year period commencing on July 1, 2021, and terminating on June 30, 2024, at an annual salary of ONE HUNDRED AND EIGHTY TWO THOUSAND NINE HUNDRED AND THIRTY ONE DOLLARS (\$182,931.00) for the 2021–2022 Contract Year. The Chief Officer’s 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 Chief Officer’s annual salary for the remaining Contract Years under this Contract shall be determined solely by the Board. The term “Contract Year” shall refer to the period of July 1 through June 30. The Chief Officer hereby accepts employment upon the terms and conditions hereinafter set forth.

**2. Illinois Municipal Retirement Fund.** In addition to the annual salary stated in paragraph A.1 of this Contract, the Board shall pay on behalf of the Chief Officer to the Illinois Municipal Retirement Fund (“IMRF”) the Chief Officer’s required contributions to said pension system. The Chief Officer 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 pension system. Both Parties acknowledge that the Chief Officer did not have the option of choosing to receive the contributed amounts directly, instead of having such contributions paid by the Board to the IMRF, and further acknowledge that such contributions are made as a condition of employment to secure the Chief Officer’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 Chief Officer pursuant to the terms of this Contract. Any and all determinations regarding creditable earnings, creditable service and related IMRF issues shall be made by IMRF and, where applicable, a court of competent jurisdiction.

**B. CONDITIONS OF EMPLOYMENT**

**1. Employment Representations.** The Chief Officer represents that he is not under contract with any other school district for any portion of the term covered by this Contract. The Chief Officer further represents that all information provided to the District in the process of application for employment was true and complete.

**2. Medical Examination.** The Chief Officer 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. Such examination shall be performed by a physician designated by the Board, unless required by law to be performed by a physician designated by the Chief Officer. Subject to any applicable legal requirements, the Director shall authorize and direct the examining physician to provide the Board with a written report or reports of any such examinations and of opinions the physician may form therefrom, as well as other information pertaining to such examination or opinions, whether written or oral, as the Board may require. As a condition of employment, the Chief Officer also agrees to comply with all health requirements established by law.

**3. Compliance with Law.** The Chief Officer shall comply with all rules, regulations and orders of the Board and all provisions of the *School Code* and all other relevant local, state, and federal laws and statutes.

## C. BENEFITS

**1. Reimbursement of Business Expenses.** The Board shall reimburse the Chief Officer for reasonable monthly expenses incurred in the performance of his duties subject to the Board's expense reimbursement policies and procedures. Substantiation of all expenses incurred pursuant to this provision shall be made by the Chief Officer in accordance with the regulations of the *Internal Revenue Code*, as amended and the Board's expense reimbursement policies and procedures.

f

**2. Insurance.** The Board will provide the Chief Officer with the following benefits:

- a. 100% Board-paid single or 76% Board-paid family hospitalization/medical insurance and dental insurance, as provided under any group program effective in the District;
- b. Disability insurance in accordance with the District's insurance policy;
- c. Liability insurance, as provided to other administrators in the District; and
- d. Term life insurance, in an amount equal to three times the Chief Officer's annual salary, as stated in Paragraph A.1 up to a maximum of \$500,000 and in accordance with the District's insurance policy.

**3. Vacation.** The Chief Officer shall be entitled to a paid vacation of twenty-five (25) working days in each Contract Year, provided, however, that any vacation time in excess of five (5) consecutive school days shall be mutually agreed upon by the Superintendent and the Chief Officer. With the exception of the final Contract Year of this Contract, up to half of the

vacation days granted in a Contract Year may be carried over for use in the following Contract Year. However, such carried over days shall expire on December 31 of such Contract Year if not used. Any unused vacation days not carried over shall expire at the end of the Contract Year during which the days were granted. The Chief Officer 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.

4. **Sick Leave.** The Chief Officer shall be granted sick leave of eighteen (18) working days for the Contract Year.

5. **Personal Leave.** The Chief Officer shall be granted three (3) personal leave days during each Contract Year. The Chief Officer's use of personal leave days is subject to the approval of the Superintendent. Personal leave days shall not convert to sick leave and shall not accumulate.

6. **Professional Meetings Attendance.** The Chief Officer is expected to attend appropriate professional meetings at the local and state levels, and, subject to prior Board/Superintendent approval, at the national level. All reasonable expenses incurred shall be paid by the Board.

7. **Annuities and Deferred Compensation.** From the annual salary stated in paragraph A.1 of this Contract, the Chief Officer 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 Chief Officer 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 Chief Officer confirms that any such deferrals and/or reductions are within *Internal Revenue Code* limitations.

8. **Tuition Reimbursement.** The Board shall reimburse the Chief Officer a maximum of Five Thousand Dollars (\$5,000.00) per Contract Year for tuition reimbursement, provided that the coursework is reasonably related to the Chief Officer's professional responsibilities and is preapproved by the Superintendent. Substantiation of all expenses incurred pursuant to this provision shall be made by the Chief Officer.

9. **Other Benefits.** The Parties acknowledge and agree that the benefits set forth in this Contract constitute the entire benefits package provided to the Chief Officer by the Board and no other benefits, whether established by Board policy or other procedure, shall apply unless required by law or otherwise agreed to by the Parties in writing.

## D. POWERS, DUTIES AND GOALS

1. **Responsibilities and Duties.** The Chief Officer, as directed in his job description, shall assist the Superintendent or designee in the administrative operation and management of the School District with respect to technology and business support services. The Chief Officer shall also assume any additional administrative responsibilities and duties that may

be assigned, under the supervision and direction of the Superintendent or designee 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, which may be amended from time to time. The Board reserves the right to reassign the Chief Officer to different duties during the term of this Contract, without a loss of pay. The Chief Officer shall be responsible for, and deemed to have knowledge of, all of the policies and rules and regulations established by the Board and shall comply with their requirements.

**2. Extent of Service.** The Chief Officer shall devote his entire time, attention, and energy to the business of the School District and related professional activities. With the permission of the Board, the Chief Officer 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 Chief Officer may not jeopardize the functioning of the School District by any lengthy and conspicuous absence for such professional activities.

**3. Performance Goals and Indicators.** Each Contract Year, the Chief Officer and the Superintendent shall meet and the Superintendent, in consultation with the Chief Officer, shall establish performance goals that the Chief Officer will be expected to meet. Such performance goals shall be established no later than September 1 of each Contract Year and shall be incorporated in this paragraph D.3 by reference for such Contract Year.

The Superintendent shall also determine whether the Chief Officer has met the performance goals using criteria described in the goals themselves, as well as the Superintendent's own judgment as to whether the Chief Officer has exhibited the leadership, guidance and effort needed to achieve the goals. The Superintendent shall make this determination after an evaluation of the Chief Officer and shall issue the determination in writing and present it to the Chief Officer as part of the evaluation process. The parties acknowledge that the action to incorporate such additional performance goals into this Contract shall be in implementation of this provision of this Contract and shall not constitute or require an amendment to this Contract.

## **E. EVALUATION**

During the term of this Contract, the Chief Officer shall be evaluated by the Superintendent in accordance with the District's practice. One copy of the written evaluation shall be included in the Chief Officer's personnel file and one copy shall be provided to the Chief Officer. The Chief Officer's progress toward and attainment of the performance goals set forth in paragraph D.3 of this Contract will also be assessed. After such evaluation, the Parties may schedule a meeting to review the evaluation and determine, if necessary, the terms and conditions of, and the performance goals for, the continued future employment of the Chief Officer.

## F. RENEWAL, EXTENSION, AND AMENDMENT OF CONTRACT

1. **Renewal.** After January 1 of the final year of this Contract, the Board and Chief Officer may mutually agree to renew the employment of the Chief Officer for a multi-year period. In such event, the Board shall take specific action to enter into a new contract of employment with the Chief Officer.

2. **Non-Renewal.** In the event the Board determines not to extend the employment of the Chief Officer, this Contract shall expire on June 30, 2024. The Chief Officer shall receive notice of intent not to renew his employment in accordance with the requirements of the *School Code*.

3. **Extension.** Prior to the end of any year of this Contract, the Board and Chief Officer may mutually agree to extend the employment of the Chief Officer for a multi-year period, provided that the performance goals and indicators set forth in paragraph D.3 of this Contract have been met. In such event, the Board shall take specific action to discontinue this Contract and enter into a new multi-year contract of employment.

4. **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 Chief Officer or as an extension of the termination date of this Contract.

## G. 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 reasonable 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 Chief Officer that is detrimental to the best interests of the School District. Reasons for discharge for cause shall be given in writing to the Chief Officer, who shall be entitled to notice and a hearing before the Board to discuss such causes. If the Chief Officer chooses to be accompanied by legal counsel, she shall bear any costs therein involved. The Board hearing shall be conducted in executive session.

## H. MISCELLANEOUS

1. **Notice.** 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 Chief Officer or the President of the Board.

2. **Governing Law.** 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. **Headings and Numbers.** 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. **Counterparts.** 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. **Complete Contract.** 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. **Effect of Agreement.** This Contract shall inure to the benefit of and be binding upon the Board and its successors and assigns.

7. **Severability.** If any provision, paragraph, phrase, clause or word contained herein is held to be void, invalid or contrary to law by a court of competent jurisdiction, it shall be deemed removed, herefrom, and the remainder of this Contract shall continue to have its intended full force and effect.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement this 8th day of March, 2021, upon formal approval by the Board at a duly convened meeting held this same date.

**CHIEF INFORMATION  
OFFICER**

DocuSigned by:  
[Redacted Signature]

**BOARD OF EDUCATION  
TOWNSHIP HIGH SCHOOL  
DISTRICT NO. 113,  
LAKE COUNTY, ILLINOIS**

DocuSigned by:  
[Redacted Signature]

**ATTEST:**

DocuSigned by:  
[Redacted Signature]  
[Redacted Name] Secretary

692373\_1