

SUPERINTENDENT'S EMPLOYMENT CONTRACT (2019 – 2024)

AGREEMENT made this 3rd day of April, 2019, between the **INDEPENDENT AUTHORITY AND FINANCIAL OVERSIGHT PANEL OF NORTH CHICAGO COMMUNITY UNIT SCHOOL DISTRICT NO. 187, LAKE COUNTY, ILLINOIS**, hereafter referred to as the “Governing Boards,” and **JOHN PRICE**, hereafter referred to as the “Mr. Price” and/or “Superintendent.”

This Agreement constitutes a successor administrative performance based employment contract entered into during the term of an existing, predecessor administrative performance based employment contract. In accordance with the provision in 105 ILCS 5/10-23.8 of *The Illinois School Code*, 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 original, predecessor contract.

A. EMPLOYMENT AND COMPENSATION

1. Salary and Term of Employment. The Governing Boards hereby employ Mr. Price for a multiyear period of five (5) years, commencing on July 1, 2019, and terminating on June 30, 2024, at an annual base salary for the 2019-2020 Contract Year of Two Hundred Seven Thousand Four Hundred Fifty Six and 00/100ths Dollars (\$207,456.00), payable in equal installments in accordance with the rules of the Boards governing payments to other administrative staff members in the District. The Superintendent’s annual salary for each subsequent Contract Year shall be determined solely by the Boards, provided said salary increase for each contract year shall be no lower than the Consumer Price Index* and no more than six percent (6%). However, if the Superintendent shall receive his doctorate, said salary increase for the given contract year in which the doctorate degree is received may exceed six percent (6%). The Boards’ actions to increase or otherwise change the Superintendent’s salary under this paragraph shall be in implementation of this provision of this Contract and shall not constitute or require an amendment to this Contract. The term “Contract Year” shall refer to each period under this Contract commencing on July 1 and ending on June 30. Mr. Price hereby accepts employment upon the terms and conditions set forth in this Contract.

*The Consumer Price Index shall mean the CPI for All Urban Consumers. The CPI rate to be used for the 2020-2021 contract year shall be the December 2018 rate (announced in January 2019 for 2019 property taxes to be collected in 2020).

2. Teachers’ Retirement System and Health Insurance Security Fund. In addition to the annual salary stated in paragraph A.1 of this Contract, the Governing Boards shall pay on behalf of the Superintendent to the State of Illinois Teachers' Retirement System (“TRS”) and the Teacher Health Insurance Security Fund (“THIS”) the Superintendent’s required contributions on creditable earnings to the pension system and health fund. The Superintendent

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 and THIS. 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 Boards to the TRS and THIS, and further acknowledge that such contributions are made as a condition of employment to secure the Superintendent's future services, knowledge and experience. The Superintendent does not have the right to receive payment for any amounts that would have been contributed to the TRS or THIS by the Boards on his behalf had the Superintendent's required contributions not been limited by TRS or THIS due to the application of the established limit for contributions to the pension plan or due to a refund of an overpayment of contributions because of a decrease in the applicable member rate, if any.

3. **Creditable Earnings.** The parties hereby agree that the Governing Boards make no representations regarding the creditable earnings status with respect to any compensation received by the Superintendent 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. **Professional Educator License.** During the term of this Contract, the Superintendent shall hold and maintain a valid and properly registered license with necessary endorsements as issued by the Illinois State Educator Preparation and Licensure Board qualifying him to act as the Superintendent of the School District.

2. **Medical Examination.** The Superintendent 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 Boards deem such examination necessary and in accordance with applicable law. As a condition of employment, the Superintendent also agrees to comply with all health requirements established by law.

3. **Waiver of Tenure.** The Superintendent acknowledges that, pursuant to the *School Code*, he waives all rights to tenure in the School District only for the term of this multi-year Contract and any extension thereof.

4. **Criminal Background Investigation.** The Superintendent acknowledges that this Contract is contingent upon the Boards deeming acceptable the results of the criminal background investigation, the DCFS Child Abuse Registry check, a Statewide Sex Offender Database check, and a Statewide Murderer and Violent Offender Against Youth Database check. The Superintendent understands that the Boards have relied on the information the Superintendent provided to the District in the application process in making its decision concerning employment and that the Boards reserve the right to terminate this Contract in the event any the information the Superintendent provided to the District during the application process is untrue, inaccurate, or demonstrably incomplete.

5. **Employment Representations.** The Superintendent represents that he is not under contract with any other school district for any portion of the term covered by this Contract beginning July 1, 2019. The Superintendent further represents that all information provided to the District in the process of application for employment was true and complete.

C. **BENEFITS**

1. **Automobile Allowance.** The Governing Boards will provide the Superintendent with Three Hundred Fifty Dollars (\$350.00) monthly in lieu of in-district transportation mileage reimbursement in accordance with the Boards' travel expense reimbursement policy, if applicable, and applicable law.

2. **Reimbursement of Business Expenses.** The Governing Boards shall reimburse the Superintendent in accordance with District procedures for reasonable monthly expenses incurred in the performance of his duties. Itemization shall be made by the Superintendent of all expenses incurred.

3. **Cell Phone.** The Governing Boards have determined that, by virtue of his job duties, the Superintendent needs to be immediately reachable by the Boards and other District administrators and staff in the event of emergencies outside normal work hours and/or when the Superintendent is away from the District. Accordingly, the Boards will provide the Superintendent with smart mobile device for District-related business. The Boards shall make such provision and payments for a business purpose, and not for purposes of compensation of the Superintendent; however, the Superintendent may use the device for both District and personal business in accordance with IRS guidelines. It is understood that upon termination of this Contract, the smart mobile device and all data related to the District shall be returned to the District and that the Superintendent hereby understands and acknowledges that information contained on the smart mobile device may be the District's property and subject to a FOIA request. The Boards shall have the authority to request the electronic data or property maintained and related to the District on device, and the Superintendent shall promptly provide the requested information. Following the Governing Boards' request, the Superintendent agrees to maintain all data related to the District on the device until it can be produced to the Boards and that he will not delete any data related to the District until it has been produced to the Boards.

4. **Insurance.** The Governing Boards will provide the Superintendent with the following Board-paid benefits during the term of this Contract:

- a. Fully paid single or family hospitalization/medical insurance and dental insurance, as provided under any group program effective in the District;
- b. Liability indemnification and protection, as provided under the District's liability insurance policies;
- c. Term life insurance, in an amount equal to the Superintendent's base salary, subject to all eligibility conditions of the District's group program carrier; and

If, at any time during the term of this Contract, the Governing Boards' payment of insurance premiums is deemed to constitute a discriminatory or otherwise impermissible benefit under law or regulation or other official guidance subjecting the Boards to potential penalties, fines, fees, employee benefit plan failures or new or increased tax or accessible payments, then the Governing Boards may, in their discretion, determine to modify its payment for such insurance. In the event the Governing Boards make such a determination, the Boards 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 Boards does not result. The Boards' actions to revise 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.

5. Vacation. The Superintendent shall be entitled to a paid vacation of twenty (20) 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 Governing Boards and the Superintendent. Vacation must be taken within the twelve-month period or will be lost and unavailable for use, provided, however, that up to five (5) vacation days may be carried over with the approval of the Board. Any days permitted to be carried-over must be used by the Superintendent within the subsequent Contract Year or shall be lost and no longer available for use. At no time may the Superintendent have available for use more than twenty-five (25) days of vacation. The Superintendent shall also be entitled to all legal and school holidays as designated on the District calendar. Winter, spring, and summer recess periods shall constitute working days unless specifically scheduled and credited toward the vacation days listed above. Any required vacation payment shall be made after the Superintendent's receipt of his final paycheck for regular earnings and after his last day of service.

6. Sick and Personal Leave. In each Contract Year, the Superintendent shall be granted paid sick leave, as defined in Section 24-6 of the *School Code*, of fourteen (14) working days annually, which may be accumulated without limit if not used. The Superintendent shall be granted paid personal leave of two (2) working days annually, pursuant to the same terms of use and accumulation as personal days are provided the teachers under their collective bargaining agreement.

7. Professional Organizations. Subject to prior approval of the Governing Boards, the Board shall pay for the Superintendent's dues and membership fees to a reasonable number of professional organizations.

8. Professional Meetings Attendance. The Superintendent is expected to attend appropriate professional meetings at the local and state levels and, subject to prior Governing Boards' approval, at the national level. All reasonable expenses incurred shall be paid by the Boards in accordance with the District's travel expense reimbursement policy, if applicable, and applicable law.

9. Annuities and Deferred Compensation. 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 deferred compensation plan as described in Section 457(b) of the *Internal Revenue Code* if adopted by the Governing Boards, and/or (2) authorize a salary reduction in order that the Boards may purchase a 403(b) eligible product for the Superintendent as described in Section 403(b) of the *Internal Revenue Code*, in accordance with the District's 403(b) Plan if offered, and provided that the Superintendent confirms that any deferrals and/or reductions are within *Internal Revenue Code* limitations.

10. Civic Organizations. 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 Governing Boards shall pay the dues incurred through membership in such organizations.

11. Tuition Reimbursement. To advance and support the Superintendent in his professional development, the Governing Boards shall reimburse the Superintendent for graduate course work at an accredited institution of higher education for the pursuit of a doctoral degree in education and/or other advanced leadership professional opportunities. All "other advanced leadership professional opportunities" require prior Board approval. The reimbursement shall not exceed Four Thousand (\$4,000) per year and will be paid upon the submissions of evidence of the successful conclusion of each course taken by the Superintendent.

If the Superintendent leaves District employment voluntarily within a three (3) year period from the tuition being paid, the Superintendent shall be obligated to repay and return to the Governing Boards the tuition reimbursement amounts paid. The amount to be repaid will be determined by the following schedule: If the Superintendent leaves the employment of the Boards voluntarily within twelve (12) months of the reimbursement, 75% of the reimbursement amount must be repaid. If the Superintendent leaves voluntarily more than 12 months but less than 24 months after a reimbursement was made, 50% of those reimbursements must be repaid. If the Superintendent leaves the District voluntarily 24 months but less than 36 months after the reimbursement, 25% of those reimbursements must be repaid. If applicable, repayment may be made by withholding appropriate amounts from the Superintendent's paychecks remaining prior to his departure from the District. However, no tuition repayment shall apply if the Superintendent stays to the end of the given contract term and/or three (3) years from the date of the tuition reimbursement.

D. POWERS AND DUTIES

1. Duties. The Superintendent shall have charge of the administration of the schools under the direction of the Governing Boards; he shall be the chief executive officer for the Boards; he shall recommend the selection, retention and dismissal of, and direct and assign, teachers and other employees of the School District under his supervision; he shall organize and direct the administrative and supervisory staff; he shall make recommendations to the Boards concerning the budget, building plans, location of sites, and the selection of textbooks, instructional material, and courses of study; he shall direct the keeping of all records and accounts, and aid in the making of all reports, as required by the Boards; he shall recommend rules, regulations, and procedures deemed necessary for the welfare of the School District; and,

in general, he shall perform all other duties incident to the office of the Superintendent as the Boards may delegate to him or as required by law. The Superintendent shall be responsible for and deemed to have knowledge of, all of the policies, rules, and regulations established by the Boards and shall comply with their requirements.

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

2. Extent of Service. The Superintendent shall devote his entire time, attention, and energy to the business of the School District and related professional activities. With the permission of the Governing Boards, the Superintendent 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 Superintendent may not jeopardize the functioning of the School District by any lengthy and conspicuous absence for such professional activities. The Superintendent shall notify the Governing Boards in writing of engagement in any outside professional activities in which the Superintendent is remunerated.

3. Performance Goals and Indicators. In accordance with the requirements of the *School Code*, the parties agree that performance goals for the Superintendent have been established with respect to student performance and academic improvement, including the indicators listed beneath the goals that shall be used by the Governing Boards to measure the Superintendent's performance. The performance goals and indicators are attached to and incorporated in this Contract as Appendix A.

The Governing Boards shall determine whether the Superintendent has met the performance goals above using the criteria described in the goals themselves, as well as Board members' own judgment as to whether the Superintendent has exhibited the leadership, guidance and effort needed to achieve the goals. The Governing Boards shall make this determination after an evaluation of the Superintendent. The Boards shall issue the determination in writing and present it to the Superintendent during the annual evaluation required under paragraph G of this Contract.

The Governing Boards reserve the right, with input from the Superintendent, to modify or replace these performance goals and indicators in any Contract Year and/or to establish additional annual goals for the Superintendent that are not intended to be performance goals within the meaning of the *School Code*. The Boards' and Superintendent's decision to add, modify, or replace performance goals shall be in implementation of this provision of the Contract and shall not constitute or require an amendment to the Contract.

E. RENEWAL, EXTENSION, AND AMENDMENT OF CONTRACT

1. **Non-Renewal.** Notice of intent not to renew this Contract shall be given to the Superintendent by the Governing Boards by November 1 of the contract year in which the contract expires. Said notice shall be in writing and state the specific reason for non-renewal. Failure to provide timely notice of non-renewal shall extend this Contract for one (1) additional year. The Superintendent shall notify the President and Secretary of the Boards by October 1 of the contract year in which the Contract expires that failure of the Boards to give the Superintendent a notice of intent not to renew shall extend this Contract for one (1) additional year. The failure of the Superintendent to give the required reminder notice to the Governing Boards shall waive the obligation of the Boards under this paragraph to give its notice of intent by November 1. Within ten (10) days after receipt of a notice of intent not to renew this Contract, the Superintendent may request a closed session hearing on the dismissal.

2. **Renewal and Extensions.** Prior to the end of any year of this Contract, the Governing Boards and Superintendent may mutually agree to renew or extend the employment of the Superintendent 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 Governing Boards shall take specific action to discontinue this Contract and enter into a new multi-year contract of employment.

3. **Amendment.** Other than as provided herein, any modification made during the term 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 Superintendent or as an extension of the termination date of this Contract.

F. TERMINATION

1. **Grounds for Termination.** This 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 of the Superintendent.

2. **Cause.** Discharge for cause shall be for any conduct, act, or failure to act by the Superintendent that, in the sole discretion of the Governing Boards, is detrimental to the best interests of the School District. Reasons for discharge for cause shall be given in writing to the Superintendent, who shall be entitled to notice and a hearing before the Governing Boards to discuss such causes. If the Superintendent chooses to be accompanied by legal counsel, he shall bear any costs involved with this representation. The Governing Boards hearing shall be conducted in executive session.

3. **Liquidated Damages.** The Superintendent may, at the Superintendent's option, and by a minimum of one hundred-eight (180) days' notice to the Boards, unilaterally terminate

this Contract at the end of any Contract year. In the event of such notice and termination, the Superintendent shall not be obligated to pay to the Boards liquidated damages. However, if the Superintendent does not provide said notice, the Superintendent shall reimburse the Boards for the cost of the executive search, provided such amount shall not exceed Twenty Thousand Dollars (\$20,000). The payment of liquidated damages by the Superintendent under this paragraph shall be the Boards' exclusive remedy for any claims of breach of this Contract related to the Superintendent's unilateral termination of this Contract and failure to provide at least 180 days' notice. This provision shall not apply if the Parties mutually determine to separate from employment and/or in the case of the Superintendent's disability.

G. EVALUATION

The Governing Boards and Superintendent agree that annually they shall mutually discuss and evaluate their working relationship, rapport, and understanding. By July 1 of each Contract Year, the Superintendent's performance shall be appraised by the Governing Boards and a written evaluation of that performance given to the Superintendent, except that, in the last year of this Contract, the Superintendent shall also be evaluated in February. As required under the *School Code*, the Governing Boards shall evaluate the Superintendent in his administration of school board policies and his stewardship of the assets of the District. The Superintendent's progress toward and attainment of the performance goals set forth in paragraph D.3 of this Contract shall also be assessed. After the evaluation, the parties shall 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 Superintendent.

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 Superintendent or the Presidents of the Governing Boards at the administrative office of the District, as the case may be.

2. **Savings Clause.** If any portion of this Contract is deemed illegal due to conflict with State or Federal law, the remainder of the Contract shall remain in full force and effect; further, this Contract does not constitute any obligation either written or implied for re-employment beyond the term set forth herein.

3. **Applicable Law.** This Contract has been executed in the State of Illinois and shall be governed in accordance with the laws of Illinois in every respect.

4. **Headings and Numbers.** Paragraph numbers and headings have been inserted for convenience of reference only, and if any conflict exists between the headings or numbers and the text of this Contract, the text shall control.

5. **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.

6. **Advice of Counsel.** Both parties have had the opportunity to seek advice of counsel.

7. **Entire Agreement.** This Contract contains all of 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.

IN WITNESS WHEREOF, the parties have executed this Contract this 3rd day of April, 2019, upon formal approval by the Governing Boards at a duly convened meeting held this same date.

SUPERINTENDENT

**INDEPENDENT AUTHORITY OF
NORTH CHICAGO COMMUNITY
UNIT SCHOOL DISTRICT NO. 187,
LAKE COUNTY, ILLINOIS**

John Price

Chair

ATTEST:

Secretary

**FINANCIAL OVERSIGHT PANEL OF
NORTH CHICAGO COMMUNITY UNIT
SCHOOL DISTRICT NO. 187, LAKE
COUNTY, ILLINOIS**

Chair

ATTEST:

Secretary

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Proposed

APPENDIX A

SUPERINTENDENT'S PERFORMANCE GOALS AND INDICATORS

Goal 1

The Superintendent shall direct the efforts of the administration and staff in improving student achievement in the District, as measured by the following indicators:

- a. Compile and analyze data from State mandated and District approved standardized tests.
- b. Annually, on or before February 1st of each school year covered by this Contract, submit to the Boards as part of the Superintendent's State of the Schools Report highlights on the District's progress in meeting this goal.

Goal 2

The Superintendent shall direct the efforts of the administration and staff in enhancing student performance and welfare by increasing the District's teacher retention rate, as measured by the following indicators:

- a. Develop specific steps to increase teacher retention.
- b. Highlight in the Superintendent's annual State of the Schools Report the District's progress in meeting this goal.

Goal 3

The superintendent shall develop and begin implementation of a Family and Community Engagement Plan for District 187, as measured by the following indicators:

- a. Submit evidence of stakeholder engagement in creating the plan
- b. Submit the plan and its implementation steps to the Governing Boards
- c. Highlight in the Superintendent's annual State of the Schools Report the District's progress in meeting this goal.

Goal 4

The Superintendent shall maintain and improve communication with internal and external stakeholders, as measured by the following indicators:

- a. Develop specific steps for maintaining and improving stakeholder communication.
- b. Highlight in the Superintendent's annual State of the Schools Report the District's progress in meeting this goal.