

## **SUPERINTENDENT'S EMPLOYMENT CONTRACT**

**THIS AGREEMENT** is entered into on the date shown below by and between the **BOARD OF EDUCATION OF LOMBARD ELEMENTARY SCHOOL DISTRICT NO. 44, DUPAGE COUNTY, ILLINOIS**, hereinafter referred to as the "Board", and **Dr. Michael E. Robey**, hereinafter referred to as "Superintendent."

### **A. EMPLOYMENT AND COMPENSATION**

**1. Salary and Term of Employment.** The Board hereby employs the Superintendent for a multi-year period of four (4) years, commencing on July 1, 2015, and terminating on June 30, 2019, at an annual salary of One Hundred Ninety Seven Thousand Five Hundred Dollars (\$197,500) per contract year (*i.e.*, July 1 – June 30) 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 and conditions hereinafter set forth. The Superintendent's *per diem* amount shall be determined by dividing his annual salary by 247.

The Board retains the right to adjust the annual salary of the Superintendent during the term of this Contract, provided any salary adjustment does not reduce the annual salary below the annual salary provided in the preceding contract year. It is provided, however, that by adjusting the Superintendent's salary, it shall not be considered that the Board has entered into a new contract with the Superintendent, nor that the termination date of this Contract has been in any way extended.

Notwithstanding the foregoing, total compensation payable to the Superintendent under this Contract in any contract year that constitutes reportable salary or creditable earnings for Teachers' Retirement System (TRS) purposes shall not exceed reportable salary paid to the Superintendent in the prior contract year by more than 6%, unless otherwise agreed to by the Parties. Should the terms of this Contract result in a payable amount in excess of such 6% increase, the Board shall adjust the annual salary under this paragraph A.1 or other creditable earnings to the extent necessary to eliminate such excess payment.

**2. Teachers' 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 on behalf of the Superintendent to the State of Illinois Teachers' Retirement System and the Teachers' Health Insurance Security Fund the Superintendent's required contributions to said pension system and health fund. Notwithstanding the foregoing, the Board shall pick up any increase in the Superintendent's contribution rate in a given year only to the extent it will not cause the Superintendent's total TRS reportable earnings to increase by more than 6% over the prior year. The Superintendent 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 Teachers' Health Insurance Security Fund. 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 the

Teachers' Retirement System and Teachers' Health Insurance Security Fund, and further acknowledge that such contributions are made as a condition of employment to secure the Superintendent's future services, knowledge, and experience.

3. **Deferred Compensation.** From the annual salary stated in paragraph A.1 of this contract, the Superintendent may (a) 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, or (b) authorize a salary reduction in order that the Board 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 Board's 403(b) Plan if offered, and provided that the Superintendent confirms that any such deferrals and/or reductions are within *Internal Revenue Code* limitations.

## B. CONDITIONS OF EMPLOYMENT

1. **Professional Educator License.** During the term of this Contract, the Superintendent shall hold a valid and properly registered professional educator license, issued by the Illinois State Educator Preparation and Licensure Board, with the appropriate endorsement(s) qualifying him to act as Superintendent of the School District and to evaluate teachers and administrators in the District. Upon the Board President's request, the Superintendent shall be prepared to provide such license for review.

2. **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. The Superintendent 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, and prior to commencing duties under this contract, the Superintendent shall submit to a comprehensive physical examination by a physician licensed in Illinois or any other state to practice medicine and surgery in all its branches, and shall provide the Board with evidence of physical fitness to perform duties assigned pursuant to paragraph 24-5 of the School Code. The Superintendent 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. In accordance with the federal *Genetic Information and Non-Discrimination Act* ("GINA"), the Superintendent is warned not to disclose to the Board any family medical history or genetic information in the report of any examination pursuant to this paragraph. As a condition of employment, the Superintendent also agrees to comply with all health requirements established by law.

4. **Waiver of Tenure.** The Superintendent acknowledges that, pursuant to Section 10-23.8 of the *School Code*, he waives any right to tenure in the School District by virtue of entering into this multi-year contract and any multi-year extension thereof.

5. **Criminal Background.** As a required condition of employment for new employees, the Superintendent shall authorize a criminal background investigation, including a

finger-print based criminal records check and a DCFS Child Abuse Registry background investigation. The Superintendent acknowledges that this employment contract is contingent upon the Board deeming acceptable the results of such 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.

## C. BENEFITS

1. **Insurance.** The Board will provide the Superintendent with the following benefits:

- a. An employer contribution equal to 83% of the greater of: (i) cost of family coverage under the HMO Plan; or, (ii) the cost of single coverage under the PPO Plan; which the Superintendent may elect to apply toward the cost of any benefit (e.g., health/dental/life insurance), provided in the District's Flexible Benefits Plan during the term of this Contract, or retain the payment as cash compensation;
- b. In addition to the employer contribution set forth in C.1.a above, the Board will pay the Superintendent a stipend in the amount of Nine Thousand Six Hundred Dollars (\$9,600), which the Superintendent may elect to apply toward any benefit provided in the District's Flexible Benefits Plan during the term of this Contract, or retain the payment as cash compensation; and
- c. Group long-term disability insurance providing a benefit equal to the lesser of 60% of covered monthly earnings, or 70% of covered monthly earnings less "other income benefits", as that term is defined in the schedule of benefits, with a maximum monthly benefit not to exceed Six Thousand Dollars (\$6,000).

All insurance provided hereunder is subject and subordinate to the terms and conditions set forth in any insurance program then in effect in the District.

If the provision of health insurance, dental insurance, or cash in lieu of insurance contemplated by this Contract 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 affecting the provision of insurance benefits, or rules and regulations thereunder, then the Board, in its sole discretion, may convert such 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.

2. **Vacation.** The Superintendent shall receive twenty (20) calendar days of vacation each contract year. Vacation days shall be available to the Superintendent as of the first day of each contract year, but in the event the Superintendent leaves the District's employ before a contract year is complete, his vacation days shall be pro-rated according to the percentage of the year worked (e.g., a termination on October 1 would entitle the Superintendent to earn 5 days

paid vacation for the contract year, as illustrated: 20 days divided by 12 months = 1.67 days earned per month of employment x 3 months of completed employment = 5 vacation days earned). In the event of a mid-year termination of this Contract, the District shall pay to the Superintendent any earned and unused vacation days, and the Superintendent shall reimburse the District for any unearned and used vacation days, whichever may be applicable. Any payment by the District for unused and earned vacation days shall be made after the Superintendent's receipt of his final paycheck for regular earnings and shall not be considered creditable earnings for the purpose of reporting to the Teachers' Retirement System. Any vacation time in excess of three (3) consecutive school days requires mutual agreement between the Board and the Superintendent. Vacation must be taken within the twelve-month contract period; however, with the Board's prior approval, the Superintendent may carryover a maximum of five (5) vacation days for an additional twelve (12) months after the end of the contract year in which they were issued. If the carryover days are not used during the twelve (12) month carryover period, they shall be forfeited. At no time shall the Superintendent have more than twenty-five (25) days of vacation available to him. During April of each contract year, the Superintendent shall report to the Board the number of his outstanding unused vacation days and shall submit any requests to carryover unused vacation days. The Board reserves the right to require the Superintendent to schedule and use all vacation days.

The Superintendent shall also be entitled to paid time off for all legal holidays observed in the District. Winter, Spring and Summer recess periods shall constitute working days unless specifically scheduled and credited toward the vacation days listed above.

3. **Sick Leave.** The Superintendent shall receive fourteen (14) work days of sick leave. All unused sick leave days shall accumulate without limit. On July 1, 2015, the Board shall grant the Superintendent a one time additional sick leave grant of thirty (30) sick leave days which shall be immediately available for use.

4. **Personal Leave.** The Superintendent shall be granted three (3) personal days each contract year. Unused personal leave days shall accumulate as unused sick leave.

5. **Professional Organizations.** With the Board's prior approval, the Superintendent shall be reimbursed for the cost of dues and membership fees to a reasonable number of local, state and national professional organizations.

6. **Professional Conferences and Continuing Education.** The Superintendent is encouraged to attend appropriate professional conferences and continuing education classes. With the Board's prior approval, the Superintendent shall be reimbursed the reasonable costs of attendance at local, state and national professional conferences and continuing education classes.

7. **Local Civic and Service Organizations.** The Superintendent is encouraged to participate in local civic and service organization in the District, such as Chamber of Commerce, Kiwanis, Lions Club, etc. 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 civic and service organizations.

8. **Expenses.** The Board shall reimburse the Superintendent for approved, reasonable expenses incurred in the performance of his duties. Itemization of all expenses shall be made by the Superintendent for all personal expenses incurred on behalf of the Board.

9. **Automobile Allowance.** The Board shall pay the Superintendent an annual automobile allowance of Four Thousand Two Hundred Dollars (\$4,200). Such allowance recognizes the duties of the position will require the Superintendent to use his personal vehicle to travel both inside and outside the District's boundaries on District-related business. However, any substantiated travel outside the Chicagoland area shall be subject to reimbursement at the Internal Revenue Service rate.

#### D. POWERS AND DUTIES

1. **Duties.** The Superintendent shall have charge of the administration of the schools under the direction of the Board; he shall be the chief executive officer for the Board; 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 Board 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 Board; 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 Board may delegate to his or as required by law. The Superintendent also annually shall develop and present to the Board a list of his expected accomplishments and achievements based on prior input from the Board. These expected accomplishments and achievements are separate from and in addition to the performance goals established by the Board in Paragraph D.3 of this Contract.

2. **Extent of Service.** The Superintendent shall devote his time, attention, and energy to the business of the School District and related professional activities. With the Board's prior approval, 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.

3. **Performance Goals and Indicators.** In accordance with the requirements of the *School Code*, the Parties agree that the following 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 Board to measure the Superintendent's performance:

The Superintendent, with the assistance of his administrative team, shall:

- A. Evaluate student performance, which shall include, but not be limited to, student performance on standardized tests such as performance on

PARCC assessments, or similar ISBE-required state assessment tests, completion of the curriculum and student attendance;

- B. Review the curriculum and instructional services of the District; and
- C. Report to the Board on his findings as to (i) student performance and (ii) recommendations, if any, for curriculum or instructional changes as a result of his evaluation of student performance.

The presentation of the report 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*.

The Board 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 Board shall make this determination after an evaluation of the Superintendent. The Board shall issue its determination in writing and present it to the Superintendent during the annual evaluation required under paragraph G of this contract.

#### **E. NON-RENEWAL, RENEWAL AND EXTENSION OF CONTRACT**

1. **Non-Renewal.** Notice of intent not to renew this contract shall be given to the Superintendent by the Board by January 1 of the year in which the contract expires. Said notice shall be in writing and state the specific reason(s) 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 Board by December 1 of the year in which the contract expires that failure of the Board to give the Superintendent said 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 Board shall serve as the Superintendent's waiver of the obligation of the Board hereunder to give its notice of intent by January 1. Within ten (10) days after the receipt of a notice of intent not to renew this contract, the Superintendent may request a closed hearing on the dismissal.

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

3. **Extension.** At the end of any year of this contract, the Board and Superintendent may mutually agree to extend the employment of the Superintendent for a single or multi-year period, provided the performance goals and indicators incorporated in this Contract have been met. In such event, the Board shall take specific action to discontinue this Contract and enter into a new contract of employment.

## F. TERMINATION

### 1. Grounds for Termination. This employment contract may be terminated by:

- a. Mutual agreement in writing;
- b. Permanent disability (inability to perform essential job functions with or without accommodation). The Superintendent shall be considered permanently disabled: i) after any absence that renders his "permanently ill or incapacitated" in accordance with the terms of the Board Policy on Temporary Illness or Incapacity; ii) if he presents to the Board a physician's statement certifying that he is permanently disabled or incapacitated; or iii) if the Board deems the Superintendent permanently disabled after a Board-required physical or mental examination. Prior to a termination for disability, the Superintendent may request a hearing before the Board. If the Superintendent chooses to be accompanied by legal counsel, he shall bear any costs therein involved. The Board hearing shall be conducted in executive session.;
- c. Discharge for cause; or
- d. Death.

2. Cause. Discharge for cause shall be for any conduct, act, or failure to act by the Superintendent which is deemed by the Board to be detrimental to the best interests of the School District. Reasons for discharge for just 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 legal counsel, he shall bear any costs therein involved. The Board hearing shall be conducted in executive session.

## G. EVALUATION

The Board and Superintendent agree they shall mutually discuss and evaluate their working relationship, rapport, and understanding. By February 1 of each year of the contract, the Superintendent's performance, including, but not limited to, the Superintendent's progress toward meeting: (a) the performance goals set forth in paragraph D.3 of this contract; and (b) the Superintendent's expected accomplishments and achievements set forth in paragraph D.1 of this contract, shall be appraised by the Board and a written evaluation of that performance given to the Superintendent. The Board shall also evaluate the Superintendent in his administration of school board policies and his stewardship of the assets of the District.

## H. 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 Superintendent or the President of the Board.

2. This contract shall be governed by 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 is 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 inure 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 9th day of December, 2014, upon formal approval by the Board at a duly convened meeting held this same date.

**SUPERINTENDENT**

By:   
Dr. Michael E. Robey

**BOARD OF EDUCATION  
LOMBARD ELEMENTARY  
SCHOOL DISTRICT NO. 44  
DUPAGE COUNTY, IL**

By:   
Brooke Wozniak, President

**ATTEST:**

  
Secretary