

## **INTERIM SUPERINTENDENT EMPLOYMENT AGREEMENT**

**AGREEMENT** made this 13<sup>th</sup> day of June, 2017, between the **BOARD OF EDUCATION OF LOMBARD ELEMENTARY SCHOOL DISTRICT NO. 44, DUPAGE COUNTY, ILLINOIS**, hereinafter referred to as “Board,” and **DR. PATRICIA WERNET**, hereinafter referred to as “Interim Superintendent”.

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

**1. EMPLOYMENT TERM.** The Board hereby employs the Interim Superintendent for the time period commencing on July 1, 2017, and continuing through June 30, 2018, or earlier if the contract is terminated before this date. The Interim Superintendent shall be expected to work up to fifty (50) Days, generally between the dates of July 1, 2017, and June 30, 2018. The hours and days of work shall be determined by the Board in consultation with the Chief of Staff and the Interim Superintendent. However, the parties acknowledge that immediately upon the Board President’s receipt of notice that the Chief of Staff has received his superintendent’s endorsement, the Board will have cause to immediately terminate this Contract with no additional compensation or benefits owed in accordance with paragraph E.1(b) of this Contract.

**2. PENSION CONTRIBUTIONS.** The parties contemplate that the temporary duration of this Contract will not obligate either the Board or the Interim Superintendent to make contributions to any pension system of the State of Illinois; however, if contributions are required, any required member contribution shall be the responsibility of the Interim Superintendent. The parties further acknowledge that the Board is not responsible to the Interim Superintendent for tracking the hours worked by the Interim Superintendent for purposes of determining inclusion in any pension system. Thus, the Board shall not be liable for any adverse pension effects that the Interim Superintendent may suffer due to her hours/days worked.

**3. COMPENSATION.** The Board agrees to pay the Interim Superintendent the sum of One Thousand Dollars (\$1,000) per day for each day worked, less customary and required withholdings. This compensation payment shall be made in accordance with the payroll schedule for other administrative employees in the District. It is understood and agreed that there shall be no deductions or payment for benefits under the Teachers’ Retirement System. Compensation shall be payable in accordance with the rules of the Board governing payments of other employees in the District. The Interim Superintendent hereby accepts employment upon the terms and conditions set forth herein.

### **B. CONDITIONS OF EMPLOYMENT**

**1. PROFESSIONAL EDUCATOR LICENSE.** The Interim Superintendent shall furnish to the Board, during the term of this Contract, a valid, appropriate, and properly registered professional educator license, issued by the Illinois State Educator Preparation and

Licensure Board, with the appropriate endorsement qualifying her to act as Superintendent of Schools and to legally evaluate licensed staff.

**2. EMPLOYMENT REPRESENTATIONS.** The Interim Superintendent represents that she is not and will not be under contract with any other school district for any portion of the term covered by this Contract. The Interim Superintendent further represents that all the information provided to the School District in the process of application for employment was true and complete.

**3. MEDICAL EXAMINATIONS.** As a required condition of employment for new employees, and prior to commencing duties under this Contract, the Interim 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 and of freedom from communicable disease, including tuberculosis, pursuant to paragraph 24-5 of the *School Code*. The Interim 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. 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 Interim Superintendent. Subject to any applicable legal requirements, the Interim Superintendent 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. In accordance with the federal *Genetic Information and Non-Discrimination Act* (GINA), the Interim 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 Section. As a condition of employment, the Interim Superintendent also agrees to comply with all health requirements established by law.

**4. CRIMINAL BACKGROUND.** As a required condition of employment for new employees, the Interim Superintendent shall authorize a criminal background investigation, including a finger-print based criminal records check and a DCFS Child Abuse Registry background investigation. The Interim 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.

**5. EMPLOYMENT NOTICE WAIVER.** The Interim Superintendent waives any notice of dismissal or non-renewal of this Contract that may be required under Sections 24-11 or 24-12 of the *School Code* of Illinois.

## **C. BENEFITS**

**1. REIMBURSEMENT OF BUSINESS EXPENSES.** It is anticipated and agreed that the Interim Superintendent shall be required to incur certain personal expenses for the

official business of the Board. The Board agrees to reimburse the Interim Superintendent for any such expenses, incurred by her on behalf of the Board, subject, however, to the Interim Superintendent's substantiation of same and the Board's prior approval of any such expense which exceeds \$500.

**2. OTHER BENEFITS.** It is understood that the Interim Superintendent's compensation for her services is limited to her daily rate of pay, as set forth in Paragraph A.1, and the reimbursement of certain expenses, as set forth in Paragraph C.1. She shall receive no other benefits or compensation, including, but not limited to, health/life/dental/vision/disability insurance, paid sick/personal/vacation/holidays, or any other fringe benefits provided to staff in the District.

#### **D. POWERS AND DUTIES**

**1. RESPONSIBILITIES AND DUTIES.** The Interim Superintendent shall have charge of the administration of the schools under the direction of the Board; she shall be the chief executive officer for the Board; she shall recommend the selection, retention, and dismissal of, and direct and assign teachers and other employees of the School District under her supervision; she shall organize and direct the administrative and supervisory staff; she 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; she shall direct the keeping of all records and accounts, and aid in the making of all reports, as required by the Board; she shall recommend rules, regulations, and procedures deemed necessary for the welfare of the School District; and, in general, she shall perform all other duties incident to the office of Superintendent as the Board may delegate to her or as required by law, provided, however, that the assignment and performance of these duties and responsibilities may be shared, delegated or otherwise coordinated with the Chief of Staff, as determined and directed by the Board. The Interim Superintendent agrees to coordinate and collaborate with the Chief of Staff to provide for a smooth and successful transition to his future assumption of the office of Superintendent and to ensure that the requirements for evaluating all staff, and principals, in particular, are complied with in every respect.

#### **E. TERMINATION**

- 1. Grounds for Termination.** This employment Contract may be terminated by:
- a. Mutual agreement in writing;
  - b. Immediately, upon written notice by either party;
  - c. Permanent disability (inability to perform essential job functions with or without accommodation). The Interim Superintendent shall be considered permanently disabled: i) if she presents to the Board a physician's statement certifying that she is permanently disabled or incapacitated; or iii) if the Board deems the Interim Superintendent permanently disabled after a Board-required physical or mental examination. Prior to a termination for disability, the Interim Superintendent may request a hearing before the Board. If the Interim Superintendent chooses to be

accompanied by legal counsel, she shall bear any costs therein involved. The Board hearing shall be conducted in executive session;

- d. Discharge for cause;
- e. Death; or
- f. Expiration of its term.

2. **Cause.** Discharge for cause during the term of this Contract shall be for any conduct, act, or failure to act by the Interim 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 Interim Superintendent, who shall be entitled to notice and a hearing before the Board to discuss such causes. If the Interim Superintendent chooses to be accompanied by legal counsel, she shall bear any costs therein involved. The Board hearing shall be conducted in executive session.

**F. MISCELLANEOUS**

- 1. Any notice required to be given under this Contract shall be deemed sufficient if it is in writing and sent by certified mail to the last known residence of the President of the Board of Education or of the Interim Superintendent.
- 2. This Contract shall inure to the benefit of and bind the Board, and its officers, members, agents, successors, and assigns, and the Interim Superintendent and her heirs, agents, and representatives.
- 3. This Contract sets forth all of the promises, agreements, terms, conditions, and understandings between the parties relative to its subject matter and supersedes all prior agreements, arrangements, and communications between the parties concerning such subject matter, whether oral or written, expressed or implied.
- 4. Except as otherwise provided, no subsequent alteration, amendment, change, or addition to this Contract shall be binding upon the parties unless reduced to writing and duly authorized and signed by each of them. Any amendment or modification to this Contract shall not be construed as a new Contract with the Interim Superintendent or as an extension of the termination date of this Contract.
- 5. This Contract has been executed in Illinois and shall be governed in accordance with the laws of the State of Illinois in every respect.
- 6. Paragraph headings and numbers are 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.

**G. CELLULAR PHONE**

The Board has determined that, by virtue of her job duties, the Interim Superintendent needs to be immediately reachable by the Board and other District staff in the event of emergencies outside normal work hours and/or when the Interim Superintendent is away from the District. Accordingly, for the period from July 1, 2017 through June 30, 2018, or earlier if the contract is terminated before this date, the Board will provide the Interim Superintendent with a cell phone allowance in the amount of One Hundred Dollars and No/Cents (\$100.00) per month for use of her personal cell phone. The Board shall make such provision and payments for a business purpose, and not for purposes of compensation of the Interim Superintendent.

**H. PROFESSIONAL MEETINGS**

The Interim Superintendent may attend appropriate professional meetings at the local and state level, including but not limited to the IASB/IASA/IASBO Joint Conference, upon request and approval of the Board. The Board shall pay the registration fee for any pre-approved professional meeting and shall also pay the Interim Superintendent her per-diem rate for one day of attendance at a pre-approved professional meeting.

**IN WITNESS WHEREOF**, the **Board of Education of Lombard Elementary School District No. 44, DuPage County, Illinois**, and **Dr. Patricia Wernet** have approved and executed this Contract in duplicate, upon formal action taken by the Board to approve the Contract at a duly-called meeting on the date indicated above.

**INTERIM SUPERINTENDENT**

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

**By:** \_\_\_\_\_  
**Dr. Patricia Wernet**

**By:** \_\_\_\_\_  
**Courtney Long, President**

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
**Secretary**

**Date:** \_\_\_\_\_