

PERFORMANCE BASED SUPERINTENDENT'S CONTRACT
(July 1, 2019 through June 30, 2023)

THIS AGREEMENT is made by and between the Board of Education (the "Board") of Glen Ellyn School District 41, DuPage County, Illinois (the "School District") and Dr. Melissa Kaczkowski (the "Superintendent").

In consideration of the mutual promises herein contained, the Board and the Superintendent agree as follows:

1. **EMPLOYMENT.** In accordance with the provisions of Section 10-23.8 of the School Code of Illinois (105 ILCS 5/10-23.8), the Superintendent is hereby employed under this multi-year performance-based contract for the period beginning July 1, 2019, and extending through June 30, 2023. The contract year under this contract is July 1 through the immediately following June 30.

This is a performance-based contract, the initial goals of which are set forth in the attached Exhibit A. Achievement of the goals will enhance student performance and achieve academic improvement.

By no later than October 31, 2019, the Superintendent will prepare, for review and approval by the Board, refined and/or additional goals and a program for achievement of the goals within a recommended period of time. The program for achievement of the goals will also refine and identify in greater detail the indicators of student performance and academic improvement for assessment. It is expected that this step will be completed by no later than December 15, 2019, and that all of the goals will be achieved within the period of time as

established by the Board in consultation with the Superintendent, unless the parties experience unexpected circumstances or mutually decide to delete or substantially modify any of the goals.

Each contract year, the Board shall, as part of the annual evaluation of the Superintendent's performance, determine the degree of progress made toward achievement of the goals. At the request of the Superintendent and/or the Board and as the business of the Board permits, the Board and the Superintendent will also have the option each contract year of conducting an informal interim review of the Superintendent's performance, including progress toward achievement of the goals. If the Board determines, as part of the annual evaluation that the goals have been achieved and student academic performance improved, the Board may, in its sole discretion, consider and approve an extension or rollover of this contract, although nothing prevents the entry into a new contract or terminating this contract, at the end of the term of this contract.

The Board and the Superintendent recognize that achievement of the goals and improvement of student academic performance is dependent on continued Board support of the goals and the provision of adequate financial support within available resources. The Board and the Superintendent also recognize that circumstances beyond the control of the Board and/or the Superintendent may prevent attainment, or require modification, of any of the goals. In such circumstances or where the Board is unwilling or unable to support the goals, either financially or in principle, the Board, in consultation with the Superintendent, may modify or delete any of the goals as appropriate. The modified goals, if any, shall be signed and dated by the Board President and Secretary and placed in the Superintendent's personnel file. A copy shall also be given to the Superintendent.

2. **DUTIES.** The duties of the Superintendent shall be those duties prescribed by the laws and regulations of the State of Illinois and by the policies, regulations and directions of the Board, all of the foregoing as may be amended or modified from time to time, and as are reasonably incidental to the position of Superintendent.

3. **EVALUATION.** Provided the Superintendent notifies the Board during the month of December of each contract year of the Board's evaluation obligations, the Board shall thereafter, at such time as the business of the Board reasonably permits, meet with the Superintendent to review the Superintendent's performance, including the progress toward achievement of the performance goals as provided in paragraph 1 of this contract, assess the working relationship of the Superintendent with the Board, the faculty, the staff, students and the community and consider salary and benefit adjustments for subsequent years. The Board shall make a good faith effort to begin the evaluation process in February each contract year and complete the process by June 30 of the same contract year; provided, however, in the last year of this contract, the Superintendent shall notify the Board by October 1 and the Board shall complete the process by January 15.

The Board may terminate or non-renew this contract even if the evaluation requirements of this contract have not been satisfied.

4. **SALARY AND BENEFIT INCREASES, DECREASES AND MODIFICATIONS.** The Board may not unilaterally reduce the Superintendent's annual salary below the annual salary for the immediately preceding contract year. Without entering into a new contract or modifying the term of this contract, the Board reserves the right, in its discretion, to: 1) increase the annual salary and other compensation and benefit items; and 2) modify or decrease, effective at the beginning of any contract year or benefit plan year, those items of

compensation or benefits that are linked in this contract to the compensation or benefits of another group, such as 12-month administrators, teachers or certified central office administrators. Any such modification or decrease shall be made for the Superintendent on the same basis as made for the group to which the compensation or benefits are linked in this contract.

5. **SALARY**. The Board, as compensation for the duties set forth in this contract, will pay the Superintendent an annual salary of TWO HUNDRED TWELVE THOUSAND FIVE HUNDRED AND NO/100 (\$212,500.00) DOLLARS for the 2019-2020 contract year. The annual salary shall be payable in equal installments in the same manner as the salaries of other certified central office administrators in the School District are paid.

6. **BENEFITS**

A. **TRS Contribution**. In addition to the salary and any bonus awarded as provided in paragraph 5 above, the Board shall pick up and pay on the Superintendent's behalf, the Superintendent's entire contribution to the Illinois Teachers' Retirement System (TRS) as required by Section 16-152.1 of the Illinois Pension Code at the contribution rate established by law for Tier I participants in TRS. The Board shall also pick up and pay on the Superintendent's behalf, the Superintendent's contribution to the Illinois Teachers' Health Insurance Security Fund (THIS) on the same basis as for central office administrators. Although designated by the Illinois Pension Code as employee contributions, the amounts herein required to be picked up by the Board shall be paid by the Board in lieu of contributions by the Superintendent.

It is the intention of the parties to qualify all such payments picked up and paid by the Board on the Superintendent's behalf as employer payments pursuant to

Section 414(h) of the Internal Revenue Code of 1986, as amended. The Superintendent shall not have the option of choosing to receive directly the amounts contributed to TRS by the Board on the Superintendent's behalf, nor any right or claim to the contributions to TRS except as such may subsequently become available pursuant to the provisions of the Pension Code and TRS rules and regulations.

However, if legislation is enacted that limits the employer's ability to perform its obligations under this paragraph, the Board shall pay the difference to the Superintendent as salary to the extent the Board's total cost for salary and pick up of the TRS and THIS contribution equals the Board's total cost before enactment of such legislation. The Board's and Superintendent's implementation herein shall be in implementation of this provision of this Contract and shall not constitute or require an amendment to this Contract.

B. **Sick, Personal and Other Leave.** The Superintendent shall be provided with sick, personal and other leave on the same basis as is provided to certified central office administrators, including accumulation rights. On July 1, 2019, the Board shall grant the Superintendent a one time additional grant of fifteen (15) sick leave days which shall be immediately available for use.

C. **Disability.** Should the Superintendent become physically or mentally disabled from performing any substantial duty permanently or for a period of ninety (90) calendar days after the exhaustion of sick, personal and vacation leave days in any 180 calendar-day period, the Board may, at its option, terminate the Superintendent's employment upon thirty (30) days' written notice to the Superintendent and the opportunity for a hearing before the Board on the issues of disability and performance.

Upon termination for this reason, the Board shall pay the Superintendent for any accumulated but unused sick leave, up to a maximum amount of TWENTY THOUSAND AND NO/100 (\$20,000.00) DOLLARS, and, if permitted by the District's health and life insurance program, continue such insurance at its expense for a period of one hundred eighty (180) days after termination. This 180-day period shall be included in the calculation of the time period available for continuation coverage (commonly referred to as COBRA coverage) under the Internal Revenue Code of 1986.

D. **Vacation.** The Superintendent shall receive twenty (20) days of paid vacation, exclusive of holidays, each contract year on the same basis as other certified central office administrators. The Board President, or Vice President in the absence of the President, shall be advised in advance of all vacations, and prior approval of the Board President, or Vice President in the absence of the President, is required for all vacations which are more than three (3) consecutive working days in length. The Superintendent may carry over until October 1 of the second contract year up to ten (10) days of unused vacation from the first contract year. Thereafter, any vacation not used in the contract year earned will be lost and not compensated, unless otherwise approved by the Board.

E. **Deferred Compensation.** The Superintendent may elect that a portion of the salary set forth in paragraph 5 above be paid into a tax sheltered annuity pursuant to the Board's Section 403(b) Plan. The cost of the contribution to the annuity or plan shall be deducted from the Superintendent's annual compensation and shall not require an expenditure of funds by the Board above the amount paid to the Superintendent in the form of salary.

F. **Professional Memberships, Expenses and Periodicals.** Membership fees in Board-approved community service organizations, the Illinois Association of School Administrators, the American Association of School Administrators as well as other organizations and associations to which the Superintendent is expected to belong, shall be paid by the Board, to the extent provided for in the Board's annual budget.

The Superintendent shall be expected to attend appropriate professional meetings at the local, state and national levels. To the extent provided in the Board's annual budget or as otherwise approved in advance by the Board, the reasonable and necessary costs of attendance shall be paid by the Board.

The Board shall pay, or reimburse the Superintendent for, reasonable expenses approved by the Board and incurred by Superintendent in the continuing performance of the Superintendent's duties.

The Board shall provide the Superintendent with professional periodicals to the extent provided in the Board's annual budget.

The Superintendent shall inform the Board in writing each contract year of professional memberships, conferences attended, and professional periodicals purchased at the Board's expense.

G. **Insurance Benefits.** The Board shall provide the Superintendent with the long-term disability insurance, life insurance, health, medical and dental insurance on the same basis as provided for certified central office administrators; provided, however, the life insurance benefit shall be not less than two times the Superintendent's base annual salary.

H. **Medical Examination.** The Superintendent shall submit to a comprehensive health examination before April 30, 2019, and thereafter by January 15 of each contract year. The examination shall be performed by doctor(s) approved by the Board in consultation with the Superintendent. Such health examination shall include tests deemed necessary by the doctor or required by the Board. The cost of such health examination in excess of the cost covered by the Board's health benefit program shall be borne by the Board up to a maximum amount of SEVEN HUNDRED AND NO/100 (\$700.00) DOLLARS or such greater amount as is necessary to meet the cost of the examination required by the Board. A report as to the Superintendent's health, in a form satisfactory to the Board, shall be presented to the Board, filed separately from the Superintendent's personnel file, and treated as confidential information by the Board. The Superintendent shall further submit to, and furnish the Board with reports of, such health examinations as the Board may from time to time require at its expense. This contract is contingent on the initial health certification demonstrating the Superintendent's fitness, with reasonable accommodation to the extent required by law, to perform fully under this contract.

I. **Automobile/Travel Expenses.** The Board shall reimburse the Superintendent for automobile and other transportation costs on the same basis as for other certified central office administrators and within the constraints established by the annual budget of the Board.

J. **Electronic Work and Communications Equipment and Service.** The Board shall provide, and retain ownership of, a laptop or tablet computer and a "smart" mobile telephone with appropriate data and broadband access services to facilitate the

Superintendent's work and business communications. The Superintendent's use of the laptop or tablet computer and the mobile telephone shall be subject to the Board's electronic network policy, except that personal use of the computer and the mobile telephone are permitted. The Superintendent shall reimburse the Board for personal use of the mobile telephone and the broadband access services for the mobile telephone and the computer in accordance with procedures established by the Board.

7. **LICENSURE**. The Superintendent shall furnish to the Board, before beginning employment under this contract, a valid and appropriate license to act as Superintendent of Schools. Such license shall be maintained at all times during the term of this contract.

8. **OUTSIDE ACTIVITIES**. The Superintendent shall confine professional and employment activities to the business of the School District, except as provided in this paragraph or as otherwise approved by the Board. On an occasional, short-term basis approved by the Board, the Superintendent shall be permitted to undertake writing, teaching and speaking engagements. Any consulting work undertaken by the Superintendent for compensation must be accomplished on the Superintendent's vacation days, holidays or other non-duty days. The Board's President shall be notified of the nature of the consulting activities, which shall not interfere with the performance of the Superintendent's duties.

9. **RESIDENCY IN DISTRICT 41**. The Superintendent shall maintain residency in reasonable proximity to the School District sufficient to establish a strong presence and to be an active participant in school and community activities.

10. **TENURE**. By accepting this contract, the Superintendent waives any rights to acquire tenure in the School District under Sections 24-11 through 24-16 of the Illinois School Code, as may be amended from time to time.

11. **BACKGROUND INVESTIGATION.** This contract is contingent on completion by no later than April 12, 2019, and, thereafter, from time to time as designated by the Board, of the background investigation required of all public school employees by Section 10-21.9 of the School Code of Illinois and of any other background investigation required by law, such as a DCFS, or equivalent, pending investigation or indicated finding check. If the investigation discloses information which would prohibit employment or call into question the Superintendent's fitness to serve the School District as the role model required by Section 27-12 of the School Code, the Board may, in its sole discretion, terminate this contract on ten (10) days' written notice to the Superintendent.

12. **TERMINATION**

A. **Termination for Cause During the Term of the Contract.** In the event the Board intends to terminate this contract before its expiration for cause, the Board or its designee shall give the Superintendent written notice of such intention, together with a statement of the reasons for termination. Within five (5) days after receipt of such notice, the Superintendent may request in writing a hearing before the Board, which shall be in closed session. If no hearing is timely requested, the termination shall become effective on the date specified in the Board's notice. Pending any hearing requested by the Superintendent, the Board may suspend the Superintendent with or without pay. At the conclusion of any hearing, the Board shall determine whether to terminate this contract and the Superintendent's employment.

If the Board and the Superintendent enter into a severance agreement in resolution of a dispute under this subparagraph A., the salary and any benefits provided for in such agreement shall be limited to twenty (20) weeks from the date of termination

in accordance with the Illinois Government Severance Pay Act (the "Act"). No such salary and benefits shall be provided by the Board if the termination is for misconduct as defined in the Act.

B. Non-Renewal Without Cause at the End of the Term of the Contract. In the event the Board or the Superintendent decides not to renew this contract at the end of its term, notice of such intention and an opportunity for a closed session hearing shall be given by April 1 of the last year of this contract in accordance with Section 10-21.4 of the Illinois School Code; provided, however, if the Superintendent notifies the Board in writing by no later than December 15 of the last year of this contract of the Board's obligations under Section 10-21.4, then the date in the last year of this contract by which the Board shall give the Superintendent notice of such intention shall be February 15. Otherwise, the Superintendent shall notify the Board of its obligations by March 1, and the Board shall give notice of intention not to renew this contract by April 1, of the last year of this contract. If the Superintendent timely gives notice of the Board's obligations and the Board then fails to give the Superintendent timely notice in accordance with this paragraph, this contract shall be automatically extended for one additional year as provided in Section 10-21.4.

C. Unilateral Termination by Board of Education. The Board may, at its option, and by a minimum of ninety (90) days' notice to the Superintendent, unilaterally terminate this contract during its term without cause effective no earlier than the close of the second contract year. In the event of such termination, the Board shall pay to the Superintendent the equivalent of a remedy for breach of contract which equates to the remaining salary and providing the Superintendent and eligible dependents the same

health insurance as provided herein for one year from the date of termination or from the date of termination to the end of the contract term, whichever is less. The payment by the Board under this paragraph shall be the Superintendent's exclusive remedy for any claims of breach of this contract due to the Board's unilateral termination.

D. **Unilateral Termination by the Superintendent.** The Superintendent may unilaterally terminate this contract during its term, subject to the following conditions. In the event of unilateral termination with at least one-hundred-eighty (180) days' notice to the Board and an effective date at the end of the school year, the Superintendent shall pay to the Board FIFTEEN THOUSAND AND NO/100 (\$15,000.00) DOLLARS, which relates to some of the aggregate costs to the Board of the search to obtain the Superintendent's successor and any interim replacement. In the event of unilateral termination with less than one-hundred-eighty (180) days' notice or an effective date not at the end of the school year, the Superintendent shall pay to the Board, as liquidated damages, TWENTY FIVE THOUSAND AND NO/100 (\$25,000.00) DOLLARS, which relates to much of the aggregate costs to the Board of the search to obtain the Superintendent's successor and any interim replacement. The payment of liquidated damages by the Superintendent under this paragraph shall be the Board's exclusive remedy for any claims of breach of this contract due to the Superintendent's unilateral termination. However, this paragraph does not apply in the event that the parties mutually agree to end this contract or to termination for disability which qualifies the Superintendent for disability benefits from TRS.

13. **MISCELLANEOUS**

A. **Notice.** Any notice or communication permitted or required under this contract shall be made in writing and shall become effective on the day of service thereof by personal service or by first class mail, registered or certified, return receipt requested, postage prepaid, sent to the parties at their respective addresses listed below, or at such other addresses as the parties may from time to time advise in writing. Service by mail, as provided above, shall be deemed made upon deposit in the mail.

If to the Board:

President, Board of Education
Glen Ellyn School District 41
793 North Main Street
Glen Ellyn, IL 60137

With a copy to:

President, Board of Education
Glen Ellyn School District 41
[at his or her last known home address]

If to the Superintendent:

Dr. Melissa Kaczowski
Superintendent
Glen Ellyn School District 41
793 North Main Street
Glen Ellyn, IL 60137

With a copy to:

Dr. Melissa Kaczowski
[at his or her last known home address]

B. This contract has been executed in Illinois, and shall be governed in accordance with the laws of the State of Illinois in every respect.

C. Paragraph headings and numbers have been inserted for convenience of reference only, and if there shall be any conflict between any such headings or numbers and the text of this contract, the text shall control.

D. 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.

E. If any provision of this contract is subsequently declared by the proper legislative or judicial authority to be unlawful or unenforceable, all other provisions of the contract shall remain in full force and effect.

F. This contract contains all the terms and benefits 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. No modification or amendment of this contract shall be valid or binding on the parties unless it is in writing and executed by the Board and Superintendent.

G. This contract shall become effective and be deemed dated as of the date the last of the parties signs this contract as set forth below.

BOARD OF EDUCATION
GLEN ELLYN SCHOOL DISTRICT 41,
DuPage County, Illinois


SUPERINTENDENT

By:  _____

President

Attest:  _____

Secretary

 _____
Dr. Melissa Kaczkowski

S.D. 41
Signature Version
03/19/19

Dated: 3/19/19

Dated: _____

EXHIBIT A
TO THE JULY 1, 2019 THROUGH JUNE 30, 2023
PERFORMANCE-BASED SUPERINTENDENT'S CONTRACT BETWEEN THE
BOARD OF EDUCATION OF GLEN ELLYN SCHOOL DISTRICT 41
AND DR. MELISSA KACZKOWSKI

SUPERINTENDENT GOALS

1. The Long-Range Plan
Recommend updates to the Long-Range Plan no later than January 2021 and develop additionally the KPI's in the Long-Range Plan including, but not limited to:
 - Space needs
 - Periodic program reviews
 - Achievement gap
 - Social-Emotional learning
 - Mental Health
 - Inclusionary practices
2. Academic Excellence - Student Learning and Academic Achievement
Create a positive and nurturing environment which is foundational to student success. Enhance and support a culture of academic excellence while working to close the achievement gap.

Indicators of Success
 - Prepare our students for the rigor of high school and for an increasingly global society. Establish and measure Key Performance Indicators (KPI) for academics, social/emotional learning and closing the achievement gap.
 - Champion active collaboration among staff.
 - Support and enhance student learning through technology commitment.
3. Evaluate and Recommend Facilities that Enhance Student Learning
Recommend facilities that accommodate and adequately support current educational needs and allow for flexibility to support long-term future needs. Strategically plan for the maintenance of all buildings and grounds.

Indicators of Success
 - Evaluate space utilization.
 - Ensure and evaluate level of safety and security for all schools including fostering partnerships with civic agencies.
 - Implement plans for well-maintained buildings and grounds on a scheduled basis.
4. Finances that Support Student Learning.
Utilize resources responsibly and efficiently. Be respectful and mindful of taxpayers by

evaluating and prioritizing spending.

Indicators of Success

- Establish an annual budget with a five-year forecast to prioritize cost containment, and use resources responsibly.
 - Engage the community relative to financial priorities.
 - Evaluate spending for fidelity, impact, satisfaction and efficiency.
5. Dedicated and Talented Staff Committed to Student Learning.
Recruit, support and encourage retention of employees at all levels in a thriving work environment that encourages staff learning, growth and to have a voice in the decision-making process.

Indicators of Success

- Staff is highly engaged in the work, they are proud of their work, feel valued, and are focused on the mission of the organization.
 - High quality professional development and mentoring opportunities are key to our success. Individuals are taught the skills and knowledge they need to be successful in their role.
 - Provide all teachers opportunities to engage the district beyond the classroom.
6. School Community Culture and Climate to Further Enhance Student Learning
Enhance a healthy, productive and collaborative relationship with school and district stakeholders.

Indicators of Success

- Increase parent engagement and ensure they feel connected to the staff and to the overall school community.
 - Continuously improve a welcoming culture in each school community.
 - Continuously improve satisfaction among students, parents and staff
7. Community Engagement and Communication
Deepen trust with the community members who live in the over 10,000 households within the District 41 boundaries through comprehensive and transparent communications. Seek input from all District 41 stakeholders.

Indicators of Success

- The community is informed about District 41 practices, decisions and operations.
- Enhance the District's understanding on the various community perspectives on school district topics.
- Improve stakeholder and community pride in District 41.