

PERFORMANCE BASED SUPERINTENDENT'S CONTRACT
(July 1, 2022 through June 30, 2024)

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, 2022, and extending through June 30, 2024. 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.

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.

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 the following base annual salaries:

<u>School Year</u>	<u>Base Annual Salary</u>
2022-23	\$232,655
2023-24	\$239,635

The Board may, in its discretion, further increase the salary and benefits under this contract; provided, however, the increase shall not exceed an amount which results in a Teachers' Retirement System ("TRS") excess salary penalty, when combined with all other TRS creditable earnings.

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, any additional TRS creditable earnings provided under paragraph 4. above and the non-elective contributions to the Board's Section 403(b) Plan provided for in 6.E. below, the Board shall pick up and pay on the Superintendent's behalf, the Superintendent's entire contribution to 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 or otherwise reduces the Board's 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.

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.

All payments for unused vacation under this paragraph or as otherwise required by law shall be calculated by dividing the Superintendent's current annual base salary by 260. Payment for unused vacation shall be made after the Superintendent's last day of work or last regular paycheck, whichever is last to occur.

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 elective contribution to the 403(b) 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. In addition to any elective contribution to the 403(b) Plan, each contract year the Board shall make a non-elective contribution to the 403(b) Plan for the benefit of the Superintendent as follows:

<u>Contract Year</u>	<u>Non-Elective Contribution</u>
2022-23	\$16,607
2023-24	\$23,336

provided, however, the amount of the contribution shall be reduced as necessary to avoid the Board incurring a TRS excess salary penalty. The Board's contribution shall be made no later than June 30 of each contract year, so long as the Superintendent is employed for

and completed the applicable contract year and, in the case of the contribution for the 2022-23 contract year, is employed for the 2023-24 contract year. Provided, however, if the Superintendent's employment is terminated for any of the reasons set forth in 12.B.2), 3) or 4) below or under paragraph 6.C. above, the contribution shall be made before termination of her employment.

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 and the full premium cost for health, medical and dental insurance for the Superintendent and the Superintendent's spouse shall be paid by the Board.

H. **Medical Examination.** The Superintendent shall submit to a comprehensive health examination by January 15, 2023, unless the Superintendent gives notice of termination of the contract before such date. 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.

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.** From time to time in its sole discretion, the Board may require the Superintendent to undergo 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. It is the intention of the Superintendent to retire through TRS promptly after June 30, 2024. The Superintendent, therefore, resigns effective at the close of the day on June 30, 2024, and both the Board and the Superintendent waive any further notice or process required by Section 10-21.4 of the Illinois School Code or any other applicable law regarding non-renewal of this Contract.

By no later than May 1, 2024, or May 1, 2023 if the Superintendent resigns pursuant to 4) below, the Superintendent shall present to the Board a plan for transition from her administration to that of her successor. The plan shall identify the major work and projects outstanding in the District, the employees with significant responsibilities for such work and projects and an assessment of what remains to be accomplished to successfully complete such work and projects.

Further, by April 1 of each contract year, the Superintendent shall present to the Board a report detailing the progress that has been made on the Annual Goal Action Plans to advance the Strategic Plan. The report will identify those activities

which have been completed, those in progress and those which have not been initiated. The report shall also detail the key employees engaged in the plans and the steps and timeframes necessary to achieve the plans.

The Board shall pay the premiums for the Superintendent's and Superintendent's spouse's participation in the Teachers' Health Insurance Program (TRIP) up to a maximum cumulative premium cost of SEVEN THOUSAND AND NO/100 (\$7,000.00) DOLLARS, provided:

- 1) The Superintendent continues employment under this Contract through June 30, 2024, and promptly thereafter retires through TRS; or
- 2) The Superintendent's employment is terminated due to the Board's exercise of its unilateral termination rights under paragraphs 6.C. or 12.C. of this Contract; or
- 3) The Superintendent receives permanent disability benefits, or a disability retirement pension, from TRS while employed or immediately after termination of her employment under this Contract; or
- 4) By no later than January 1, 2023, the Superintendent gives notice of termination to the Board effective at the close of the day on June 30, 2023, due to the development of a life altering health condition of the Superintendent's spouse which condition reasonably requires substantial attention and caregiving by the Superintendent.

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 payments 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, the payment of liquidated damages under this

paragraph does not apply if: 1) the parties mutually agree to terminate this contract; or 2) termination is pursuant to B.3) or 4) above.

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.

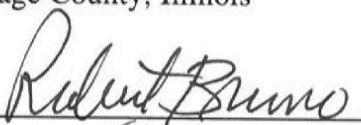
E. If any provision of this contract is subsequently declared by the proper legislative or judicial authority to be unlawful or unenforceable, all other provisions of the contract shall remain in full force and effect.

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.

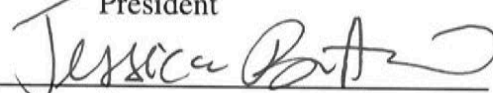
G. This contract shall become effective and be deemed dated as of the date the last of the parties signs this contract as set forth below.

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

SUPERINTENDENT

By: 
President


Dr. Melissa Kaczowski

Attest: 
Secretary

Dated: June 20, 2022

Dated: June 20, 2022

EXHIBIT A
TO THE JULY 1, 2022 THROUGH JUNE 30, 2024
PERFORMANCE-BASED SUPERINTENDENT'S CONTRACT BETWEEN THE
BOARD OF EDUCATION OF GLEN ELLYN SCHOOL DISTRICT 41
AND DR. MELISSA KACZKOWSKI

SUPERINTENDENT GOALS

The Superintendent will provide the Board with an up to date report detailing the progress that has been made on the annual Goal Area Action Plans taken to advance the Strategic Plan. The report will identify what activities have been taken and completed, those that were begun but not completed, and which ones have not been initiated. This report will be part of the Superintendent's Transition Plan.

Contract Goals

1. Fulfill the Goal Area Action Plans of the 6 Strategic Priority Areas for 2022-23 of the Strategic Plan, 2022-2027.
2. Fulfill the Goal Area Action Plans of the 6 Strategic Priority Areas for 2023-2024 of the Strategic Plan, 2022-2027.
3. Complete and Provide to the Board, Quarterly Reports on the implementation of the Goal Area Action Plans of the 6 Strategic Priority Areas for 2022-2023 of the Strategic Plan, 2022-2027.
4. Complete and Provide to the Board, Quarterly Reports on the implementation of the Goal Area Action Plans of the 6 Strategic Priority Areas for 2023-2024 of the Strategic Plan, 2022-2027.
5. Form, Oversee and Conduct the work of the Diversity, Equity, and Inclusion Board Committee.
6. Form, Oversee and Conduct the work of the Superintendent's Subcommittees of the Diversity, Equity, and Inclusion Board Committee.