

ACTION ITEM

February 7, 2011

To: Board of Education Members

From: Bob Buehler and Chris Stream

Subject: Appointment of Jason Lind as Superintendent

Proposed Action by the Board of Education

Approve the appointment of Jason Lind as the superintendent of schools at a salary of \$125,000 for a term of 3 years. The last two years shall be determined by Board evaluation and/or goal completion.

## SUPERINTENDENT'S EMPLOYMENT CONTRACT

(2011-2014)

AGREEMENT made this 7<sup>TH</sup> day of FEBRUARY 2011 between the BOARD of EDUCATION of MILLBURN COMMUNITY CONSOLIDATED SCHOOL DISTRICT NO. 24, LAKE COUNTY, ILLINOIS, hereinafter referred to as the "Board," and **JASON LIND**, hereinafter referred to as the "Superintendent."

### **A. EMPLOYMENT and COMPENSATION**

1. **Salary and Term of Employment.** The Board hereby employs the Superintendent for a term of three (3) years, commencing on July 1, 2011, and terminating on June 30, 2014. Each July 1 to June 30 shall constitute one Contract Year. The Superintendent shall be paid a salary of One Hundred Twenty-Five Thousand Dollars and no cents (\$125,000.00) for the 2011-2012 Contract Year. The Board shall determine the Superintendent's salary for subsequent Contract Years, provided the salary in each subsequent Contract Year shall not be less than the Superintendent's salary for the 2011-2012 Contract Year. The salary shall be 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.
2. **Teacher's 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 Teacher Health Insurance Security Fund the Superintendent's required contributions to said pension system and health fund. 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 Teacher 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 Teacher Health Insurance 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. **Amendment.** Any salary or other adjustment or modification made during the life 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, nor as an extension of the termination date of this Contract.

**B. CONDITIONS of EMPLOYMENT**

1. **Certificate.** During the term of this Contract, the Superintendent shall hold a valid and properly registered certificate issued by the State of Illinois Teachers' Certification Board qualifying him to act as 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 Board deems 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 any right to tenure in the School District during the duration of this Contract by virtue of entering into this multi-year contract and any multi-year extension thereof.

**C. BENEFITS**

1. **Reimbursement of Business Expenses.** The Board shall reimburse the Superintendent in accordance with District procedure for reasonable monthly expenses incurred in the performance of his duties. Itemization shall be made by the Superintendent of all expenses incurred.
2. **Insurance.** The Board will provide the Superintendent with the following benefits:
  - a. Full-family hospitalization/medical insurance and dental insurance, as provided under any program effective in the District;
  - b. Liability insurance, as provided to other administrators in the District;
  - c. Term life insurance, in the amount equal to the Superintendent's salary in paragraph A.1 of this Contract; and
  - d. ~~Supplemental disability insurance policy not to exceed a cost of One Thousand Dollars (\$1,000) per year for the three-year period of this Contract.~~

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If the provision of health insurance or dental 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 there under, the Board may convert such insurance benefit to another form of compensation or combination of compensation and insurance to the extent

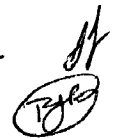
necessary to avoid the imposition of such penalty, excise tax or fee.

3. **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 three (3) school days shall be mutually agreed upon by the Board and the Superintendent. The Superintendent shall also be entitled to all legal holidays, the week between Christmas and New Year's Day, and the day after Thanksgiving. The balance of the Christmas, spring, and summer recess periods shall constitute working days unless specifically scheduled and credited toward the vacation days listed above.
4. **Sick Leave.** The Superintendent shall be granted sick leave, as defined in Section 24-6 of the *School Code*, of thirteen (13) working days per year, which may be accumulated to a maximum of three hundred forty (340) days.
5. **Personal Leave.** The Superintendent shall be entitled to two (2) personal leave days in each Contract Year for the transaction of personal business that cannot be performed on a non-school day. Personal leave shall not accumulate from one Contract Year to another.
6. **Professional Organizations.** The Superintendent shall be reimbursed for all dues and membership fees to a reasonable number of professional organizations not to exceed Six Hundred Dollars (\$600) per Contract Year.
7. **Professional Meetings Attendance.** The Superintendent is expected to attend appropriate professional meetings at the local and state levels and, subject to prior Board approval, at the national level. The Board shall reimburse the Superintendent for reasonable expenses incurred in the performance of his duties in conjunction with such meetings, which are pre-approved in writing by the Board. Itemization shall be made by the Superintendent of all expenses incurred.
8. **Increase in Salary for Chief School Business Official Endorsement.** The Board agrees that if the Superintendent attains and annually maintains an endorsement authorizing him to act as Chief School Business Official, then the salary outlined in paragraph A.1 of this Contract shall be increased by Five Thousand Dollars and no cents (\$5,000.00) upon attaining such endorsement, and for as long as such endorsement is maintained. In the event the Superintendent retires in accordance with the Illinois Teachers' Retirement System so that the aforementioned payment causes a "excess salary contribution" to be paid by the Board, the Superintendent shall hereby forfeit and repay to the Board such salary increase for each year previously paid.

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 course 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 him or as required by law.
  
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 Board, 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 Section 10-23.8 of the *School Code*, the following performance goals for the Superintendent has been established with respect to student performance and academic improvement:

Annually the Superintendent, with the assistance of the District's administrative team, shall (a) evaluate the student performance, which shall include but not be limited to student performance on standardized tests such as performance on the ~~Prairie State Achievement Exam~~, completion of the curriculum, attendance and dropout rates; (b) review the curriculum and instructional services of the District; and (c) report to the Board 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 this Contract and Section 10-23.8 of the *School Code*.

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**E. 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 March 1 of the 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 Board by February 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 waive the obligation of the Board hereunder to give its notice of intent by March 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.** 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 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 Board shall take specific action to either extend this Contract or discontinue this Contract and enter into a new multi-year Contract of employment.

#### **F. TERMINATION**

1. This employment Contract may be terminated by:
  - a. Mutual agreement;
  - b. Permanent disability (inability to perform essential job functions with or without accommodation);
  - c. Discharge for cause; or
  - d. Death.
2. Discharge for cause shall be for any conduct, act, or failure to act by the Superintendent, which 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 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.
3. In the event the Board determines to initiate negotiations with the Superintendent with respect to termination of this Contract, the Superintendent agrees to negotiate with the Board and settle any and all claims and demands, which may arise from or be connected with such discharge. If no settlement can be mutually reached after a reasonable

period of negotiations, the Superintendent hereby agrees to accept as liquidated damages a monetary amount not to exceed the compensation due and owing under the remaining term of this Contract in full release of any and all claims, rights, causes of action, proceedings, or privileges he might have pursuant to this Contract or any federal or state constitutional, statutory, or administrative provision.

**G. EVALUATION**


The Board and Superintendent agree that annually they shall mutually discuss and evaluate their working relationship, rapport, and understanding. By March 1 of each year of the Contract, the Superintendent's performance shall be appraised by the Board and a written evaluation of that performance given to the Superintendent. The Superintendent's progress toward attainment of the performance goals set forth in paragraph D.3 of this Contract shall also be assessed. After such evaluation, the parties may schedule a meeting to review the evaluation and determine, if necessary, the terms and conditions of, and the performance for, the continued future employment of the Superintendent.

**H. 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 President of the Board.

**IN WITNESS WHEREOF**, the parties have executed this Agreement this 7<sup>th</sup> day of February 2011.

**SUPERINTENDENT**

  
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**BOARD of EDUCATION  
MILLBURN COMMUNITY CONSOLIDATED  
SCHOOL DISTRICT NO. 24  
LAKE COUNTY, ILLINOIS**

**By:**

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**PRESIDENT**

**ATTEST:**

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**SECRETARY**