

SUPERINTENDENT'S EMPLOYMENT CONTRACT
(2010-11)

AGREEMENT made this 21st day of June 2010 between the BOARD of EDUCATION of MILLBURN COMMUNITY CONSOLIDATED SCHOOL DISTRICT NO. 24, LAKE COUNTY, ILLINOIS, hereinafter referred to as the "Board," and **ELLEN E. MAUER**, hereinafter referred to as the "Superintendent."

A. EMPLOYMENT and COMPENSATION

1. "The Board hereby employs the Superintendent for one (1) year, commencing on July 1, 2010, and terminating on June 30, 2011. The annual salary for the period July 1, 2010 through June 30, 2011, shall be One Hundred Forty Thousand Dollars (\$140,000). 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. 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 the Superintendent's required contributions to said pension system. 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. 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 further acknowledge that such contributions are made as a condition of employment to secure the Superintendent's future services, knowledge, and experience.

3. 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.

4. 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 her to act as Superintendent of the School District.

5. 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.

6. The Superintendent acknowledges that, pursuant to the *School Code*, she 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.

B. BENEFITS

1. The Board will provide the Superintendent with Two Hundred Dollars (\$200) monthly for in-district travel expenses, including but not limited to tolls, meals, and other moderate expenses. The Board shall reimburse the Superintendent for such other reasonable monthly expenses incurred in the performance of his duties. Itemization shall be made by the Superintendent of all expenses incurred.

2. 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;

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 \$1,000 per year for the two-year period of this contract.

3. 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. The Superintendent shall be granted sick leave, as defined in Section 24-6 of the *School Code*, of fifteen (15) working days per year, which may be accumulated to a maximum of three hundred forty (340) days.

5. 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. 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. 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.

C. POWERS and DUTIES

1. The 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 course 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 the Superintendent as the Board may delegate to her or as required by law.

2. 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. In accordance with the requirements of Section 10-23.8 of the *School Code*, the following performance goals for the Superintendent have been established with respect to student performance and academic improvement:

TO BE DETERMINED IN COOPERATION WITH SCHOOL BOARD

D. REAPPOINTMENT

1. 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. 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 C.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.

E. 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 she might have pursuant to this Contract or any federal state constitutional, statutory, or administrative provision.

F. 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 C.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.

G. 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 21st day of June 2010.

SUPERINTENDENT

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

BY:

PRESIDENT

ATTEST:

SECRETARY