

SUPERINTENDENT'S EMPLOYMENT AGREEMENT

AGREEMENT made this 20th day of July 2017 between the **BOARD OF EDUCATION OF AVOCA SCHOOL DISTRICT NO. 37**, COOK COUNTY, ILLINOIS, hereinafter referred to as the "Board," and **DR. KEVIN JAUCH**, hereinafter referred to as the "Superintendent."

W I T N E S S E T H

A. EMPLOYMENT AND COMPENSATION

1. The Board hereby employs the Superintendent for two (2) years, commencing on July 1, 2017, and terminating on June 30, 2019. For the 2017-2018 contract year, the Superintendent will receive a base salary of Two Hundred Seventeen Thousand One Hundred Sixty-Six Dollars (\$217,166). For each subsequent contract year, the Board shall establish the annual salary, after completing its review of the superintendent's performance, provided, however, that the annual salary shall not be lower than the annual salary provided in the preceding contract year.
2. In addition to the annual salary stated in paragraph A.1 of this Agreement, the Board shall make a contribution on behalf of the Superintendent to the State of Illinois Teachers' Retirement System (TRS) in the amount equal to and in satisfaction of the Superintendent's statutory contribution to TRS. In addition, the Board shall pay the Superintendent's required contribution to TRS for Teacher Retirees' Health Insurance (THIS). The Superintendent does not have any right or claim to said amounts contributed by the Board on the Superintendent's behalf 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 does not have the option of choosing to receive the contributed amounts directly, instead of having such contributions paid by the Board to the State of Illinois Teachers' Retirement System, and 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 Agreement shall be in the form of a written amendment and shall become a part of this Agreement, but such adjustment or modification shall not be construed as a new Agreement with the Superintendent, or as an extension of the termination date of this Agreement.

4. During the term of this Agreement, 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.
5. During the term of this Agreement, the Superintendent shall have an annual comprehensive medical examination by a licensed Illinois physician that shall include any tests deemed necessary by the physician or required by the Board. The Board shall be responsible for the reasonable and customary costs of the medical examination and shall pay the cost of any tests the Board requires which are not customarily included in an annual physical exam.
6. The Superintendent acknowledges that, pursuant to *The School Code*, he waives any right to tenure in the School District by virtue of entering into this multi-year Agreement, for the duration of the Agreement.

B. BENEFITS

1. Subject to Board approval, the Board shall reimburse the Superintendent for expenses incurred by the Superintendent in the performance of his duties as Superintendent. The Superintendent shall submit monthly itemized statements to the Board for approval.
2. The Board will provide the Superintendent with the following benefits:
 - (a) Individual and dependent insurance coverage under the District's group hospitalization and major medical plan;
 - (b) Payment of the annual premium towards the Superintendent's disability insurance coverage (designed to cover 40% of the Superintendent's annual salary) as provided by Northwestern Mutual Insurance Company;
 - (c) Individual and dependent dental insurance coverage; and
 - (d) Term life insurance in an amount equal to two (2) times the Superintendent's annual salary.
3. The Superintendent shall be entitled to a paid vacation of twenty-five (25) work days in each contract year, exclusive of legal and school holidays. Any vacation time in excess of five (5) consecutive work days shall be mutually agreed upon by the Board and the Superintendent. The Superintendent must notify the Board President in advance of any planned vacation and at least two (2) weeks in advance to obtain pre-approval for any request for vacation in excess of ten (10) consecutive work days. Vacation

must be taken within the twelve-month contract year, provided, however, accrued, unused vacation days may be carried over until August 31 of the following contract year. Winter, Spring, and Summer recess periods shall constitute work days unless specifically scheduled and credited toward the vacation days listed above.

4. The Superintendent shall be granted sick leave, as defined in Section 5/24-6 of *The School Code*, of twenty (20) work days per contract year. Unused sick leave days may be accumulated to a maximum of three hundred sixty (360) days.
5. The Superintendent shall receive an allowance of Three Thousand Dollars (\$3,000) per year for necessary expenses incurred for the use of his personally owned or leased automobile for in-District business travel associated with his duties as Superintendent. The Board shall reimburse the Superintendent at the maximum IRS allowable mileage rate for out-of-District business travel.
6. The Superintendent shall be reimbursed for all dues and membership fees to a reasonable number of professional organizations.
7. The Superintendent is encouraged to participate in local civic and fraternal organizations in the interest of promoting a better understanding of the District and its concerns. Subject to its prior approval, the Board shall pay the dues incurred through membership in such organizations.
8. 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. All actual and necessary expenses incurred shall be paid by the Board.

C. POWERS AND DUTIES

1. The Superintendent shall have charge of the administration of the schools under the direction of the Board. The Superintendent shall be the chief executive officer for the Board; recommend the selection of, and direct and assign, teachers and other employees of the School District under the Superintendent's supervision; organize and direct the administrative and supervisory staff; make recommendations to the Board concerning the budget, building plans, location of sites, and the selection of textbooks, instructional material, and courses of study; direct the keeping of all records and accounts, and aid in the making of all reports, as required by the Board; recommend rules, regulations, and procedures deemed necessary for the welfare of the School District; and, in general, perform all other duties incident to the office of the Superintendent

as may be prescribed by the Board from time to time.

2. The Superintendent shall devote his full working 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.

D. STUDENT PERFORMANCE AND ACADEMIC IMPROVEMENT GOALS AND OBJECTIVES

The Superintendent acknowledges that pursuant to Section 5/10-23.8 of *The School Code*, this multi-year contract is subject to performance-based goals. As part of the annual evaluation, the parties shall meet to review and assess the Superintendent's successful completion of the following student performance and academic improvement goals, in addition to other performance and strategic goals and objectives established by the Board. The Board reserves the right to revise and delete any of the following identified performance goals and/or to approve additional performance goals on an annual basis during the performance review process.

1. Student Performance and Academic Improvement Goals

The Superintendent shall strive to improve student performance and promote academic improvement in the District by the following methods, including, but not limited to:

Annually, the Superintendent, with the assistance of his administrative team, shall review, analyze, and critically evaluate student performance and academic achievement, which shall include, but not be limited to, a detailed and comprehensive analysis and assessment of student performance on standardized tests such as the Partnership for Assessment of Readiness for College and Careers (PARCC) and the Measures of Academic Progress (MAP) assessment. The Superintendent shall also conduct a comprehensive review and assessment of the District's academic program, including curriculum and instructional services for advanced learners, English learners, and special education students. Based upon his annual review and analysis of District student test scores, the Superintendent shall prepare and submit to the Board a concise report that includes the following components:

- (1) a summary of District student test scores for each grade level and subject area tested;
- (2) a summary analysis of the District student test scores, including a comparison to test scores from other comparable districts, an analysis of selected students' performance on the standardized tests from year-to-year, and a summary of District performance compared to previous years;
- (3) an overall assessment and analysis of the strengths and weaknesses of the District students' test scores for the various grade levels and subject areas; and
- (4) specific recommendations for curriculum and instructional changes or other recommended modifications to the District's academic program or instructional services to address and improve any weaknesses identified in the summary analysis of District student test scores.

The Superintendent's annual submission of the report to the Board, including his findings and recommendations for curriculum or instructional changes, shall be the indicator to measure the Superintendent's compliance with this performance goal as required by Section 10-23.8 of *The School Code*.

2. Additional Evaluation Goals

The Superintendent shall also seek to assist the Board in attaining its School District management, fiscal, and strategic goals as follows:

a. Fiscal Responsibility

The Superintendent will guide and counsel the Board to develop and adopt a fiscally responsible budget and financial plan which is consistent with the Board's desire to control expenditures, conserve the District's financial reserves, develop strategies for increasing the efficiency of operations, and maximize the availability of resources for the District's educational programs.

b. Staff Recruitment, Retention, and Development

The Superintendent will develop and administer personnel policies and programs which promote and enhance the recruitment, retention, and development of qualified certified and non-certified personnel who reflect the District's high standards for instructional excellence and exceptional service to the District's students, parents and community members.

c. Strategic Plan Goals

The Superintendent shall implement any recommended actions, policies, or programs which are designed to assist the District in attaining the strategic plan goals established by the Board.

E. EVALUATION

The Board and Superintendent will review and assess the Superintendent's overall performance and the Superintendent's successful completion of the student performance and academic improvement goals and other evaluation goals as set forth above, in addition to any strategic goals and objectives established by the Board. On an annual basis, prior to June 30 of each contract year, the Board shall appraise the Superintendent's performance and shall give a written evaluation of that performance to the Superintendent. After such evaluation, the parties shall schedule a meeting to review the evaluation and determine, if necessary, the terms and conditions of the Superintendent's continued future employment.

F. TERMINATION

1. This employment Agreement may be terminated by:
 - a. Mutual agreement;
 - b. Permanent disability;
 - c. Discharge for cause; or
 - d. Death.
2. The Board may terminate this Agreement for reasons of permanent disability or incapacity at any time after the Superintendent has exhausted his sick, personal and vacation leave pursuant to Illinois law and the terms of this Agreement, and has been absent from his employment for a continuous period of three (3) months, or presents to the Board upon Board request a physician's statement

certifying that he is permanently disabled or incapacitated. All obligations of the Board shall cease upon written notice of termination for permanent disability or incapacity, provided that the Superintendent shall be entitled to a hearing before the Board if he so requests. The Board reserves the right to require the Superintendent to submit to a medical examination, either physical or mental, whenever the Board deems the Superintendent disabled. Such examination shall be performed by a physician licensed to practice medicine in all its branches, who is mutually selected and paid by the Board. The Superintendent expressly agrees that the physician shall prepare a detailed report of the state of his physical and/or mental health and submit it to the Board of Education.

3. Discharge for cause shall be for any conduct, act, or failure to act by the Superintendent that 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.

G. RENEWAL, EXTENSION AND TERMINATION 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.
2. **Contract Extensions.** Prior to the end of any year of the contract, the Board and Superintendent may mutually agree to extend the employment of the Superintendent for a period not to exceed the maximum permitted by law provided all the performance and improvement goals contained herein have been met.

H. LIQUIDATED DAMAGES FOR EARLY RESIGNATION

The Superintendent agrees to compensate the Board for costs incurred in seeking a new Superintendent to complete the unexpired portion of the contract, if the Superintendent voluntarily resigns to accept a position in another school district prior to completion of this multi-year employment contract term. In the event that the Superintendent is employed by another school district during the term of this Agreement, the Superintendent agrees to pay the Board's incurred expenses for conducting a search for a new Superintendent up to a maximum amount of Twenty Thousand Dollars (\$20,000). This amount may be deducted from the Superintendent's salary, or at the discretion of the Board, paid in a lump sum payment by the Superintendent prior to his last day of employment.

I. MODIFICATIONS AND AMENDMENTS

No modification or amendment of this Agreement shall be valid or binding on the parties unless it is in writing and executed by the Board and the Superintendent.

J. NOTICE

Any notice required to be given under this Agreement 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.

K. MISCELLANEOUS

1. This Agreement has been executed in the State of Illinois, and shall be governed in accordance with the laws of the State of Illinois in every respect.
2. Paragraph headings and numbers have been inserted for convenience of reference only. In the event of any conflict between any such headings or numbers and the text of this Agreement, the text shall control.
3. This Agreement 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.
4. This Agreement contains all the terms agreed upon by the parties with respect to the subject matter of this Agreement and supersedes all prior agreements, arrangements, and communications between the parties, whether oral or written, concerning such subject matter.
5. If a court having jurisdiction issues a final decision declaring any provision of this Agreement to be unlawful or unenforceable, all other provisions of the Agreement shall remain in force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement this 20th day of July 2017.

SUPERINTENDENT

**BOARD OF EDUCATION OF
AVOCA SCHOOL DISTRICT 37
COOK COUNTY, ILLINOIS**

Dr. Kevin Jauch

By: _____
Board President

ATTEST:

Board Vice President