

SUPERINTENDENT'S EMPLOYMENT AGREEMENT

AGREEMENT made this ___ day of _____ 2021, between the **BOARD OF EDUCATION OF COMMUNITY UNIT SCHOOL DISTRICT 200, DUPAGE COUNTY, ILLINOIS**, hereinafter referred to as the "Board," and **DR. JEFF SCHULER**, hereinafter referred to as the "Superintendent."

This Agreement constitutes a successor administrative performance-based employment contract entered into during the term of an existing, predecessor administrative performance-based employment contract. The Superintendent and Board acknowledge and agree that the Superintendent has met the goals and indicators of student performance and academic achievement, as stated in the previous agreement.

WITNESSETH

A. EMPLOYMENT AND COMPENSATION

1. Agreement Duration, Annual Salary and Performance Bonus

The Board hereby employs the Superintendent for five (5) years, commencing on July 1, 2022, and terminating on June 30, 2027, at an annual salary for the 2022-2023 contract year in the amount of two hundred sixty-nine thousand six hundred twenty and eighty cents (\$269,620.80). For each subsequent contract year, through the term of the Agreement, the Board shall increase the Superintendent's base salary by an amount equal to the CPI increase for the calendar year ending in the year before the increase is applied. In no event will said annual increase based on the CPI be greater than 3% of the prior contract year's base salary. The Superintendent's annual salary for each contract year shall be payable in equal installments in accordance with the rules of the Board governing payments of other administrative staff members in the District.

In addition, the Superintendent may be entitled to an annual performance bonus based on the Board's assessment of the Superintendent's attainment of the student performance and academic improvement goals set forth in Appendix A and any other performance goals and objectives established by the Board. Such performance shall not be added to salary and shall be based on the following:

- a. If the Superintendent's annual overall performance rating is that of "excellent" he shall receive a bonus in the amount of two percent (2%) of the prior year contract year's annual base salary.
- b. If the Superintendent's annual overall performance rating is that of "proficient" he shall receive a bonus in the amount of one percent (1%) of the prior year contract year's annual base salary.
- c. If the Superintendent's annual overall performance rating is that of "needs improvement" or "unsatisfactory" he shall not receive a bonus.

Any performance bonus awarded under this provision shall be contributed by the Board to the Superintendent's Section 403(b) account in the first payroll occurring in July of the contract year following the evaluation, except that in the 2026-2027

contract year, any such bonus shall be contributed on June 25, 2027. The Superintendent acknowledges and agrees that any such contribution is not to be a continuing benefit and agrees that he is solely responsible for compliance with all applicable contribution limitations set by the Internal Revenue Code. Any performance bonus contributed shall be deemed a Board contribution and not an individual contribution.

The Superintendent hereby accepts employment upon the terms and conditions hereinafter set forth.

2. **TRS and THIS Contributions**

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 satisfaction of the Superintendent's required retirement contribution to TRS. In addition, the Board shall pay the Superintendent's required contribution to TRS for Teacher Retirees' Health Insurance (THIS). It is the intention of the parties to qualify all such payments 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 does 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 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. **Salary Adjustments**

Outside of the variable pay process addressed in Paragraph A.1 of this Agreement, any salary adjustments or modifications in the Superintendent's compensation or fringe benefits made during the term of this Agreement shall be in the form of a written amendment and shall become a part of this Agreement, but any such adjustments or modifications shall not be construed as a new Agreement with the Superintendent or as an extension of the termination date of this Agreement.

4. **TRS Acknowledgement**

The Superintendent acknowledges and agrees that the compensation provided under this Agreement is not intended to exceed the TRS six percent (6%) annual creditable earnings cap or the TRS cap on the granting of sick days for any fiscal year under this Agreement which is within the Superintendent's TRS annuity determination period. In the event that any of the fiscal years covered by this Agreement are used by TRS to calculate the Superintendent's retirement annuity, the Board reserves the right to adjust the compensation and/or benefits provided under this Agreement to prevent the Board from exceeding, and/or to address the consequences of having exceeded, the TRS six percent (6%) annual creditable earnings cap and/or the TRS sick leave day grant restriction.

5. **Licenses & Endorsements**

During the term of this Agreement, the Superintendent shall hold a valid and properly registered license issued by the Illinois State Educator Preparation and Licensure Board with an endorsement qualifying him to act as Superintendent of the School District.

6. **Physical**

During the term of this Agreement, the Superintendent shall have an annual comprehensive medical examination by a licensed Illinois physician which 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. Any such costs in excess of Six Hundred Dollars (\$600) annually must be approved in advance by the Board President. The Superintendent shall provide the Board with the results of such annual exam and the board will maintain such information confidentially.

7. **Waiver of Tenure**

The Superintendent acknowledges that by accepting the terms of this multi-year Superintendent's Employment Agreement, the Superintendent waives any right to tenure in the School District solely for the duration of this multi-year Agreement pursuant to Section 5/10-23.8 of *The School Code*. The Superintendent shall not lose any previously acquired tenure credit with the School District.

8. **Residency**

The Superintendent shall maintain a residence within sufficient proximity to the School District to satisfy the Board's expectations to actively participate in the affairs of the schools and the school community. The parties agree that the Superintendent's current residence in Plainfield, Illinois is in sufficient proximity.

B. BENEFITS

1. **Automobile Expenses**

The parties understand that that the Superintendent shall use his own appropriately insured vehicle for business related travel. The Board will reimburse the Superintendent for such use at the maximum allowable mileage rate for in-District and out-of-District business travel.

2. **Business and Travel Expenses**

The Board shall reimburse the Superintendent for reasonable monthly business expenses incurred in the performance of his duties. Itemization shall be made by the Superintendent of all expenses incurred and receipts shall be submitted to the Board for review and approval.

3. **Cell Phone**

The Board shall provide the Superintendent with a cell phone and pay associated costs. It is understood by both Parties that the Board has substantial reasons relating to District business for providing the Superintendent with a cell phone including the ability of the Board and District staff to reach the Superintendent at all times for work-related emergencies and to allow the Superintendent to speak with Board and District staff at times when he is away from the office.

4. **Health Insurance Benefits**

The Board shall pay 80% of the Superintendent's premiums for individual and immediate family insurance coverages in the School District's health and dental insurance programs established for other District office administrators, consistent with the requirement of the District's insurance carrier. The Board shall provide the Superintendent with \$200.00 per contract year for vision or hearing examinations and prescriptions including glasses, contact lenses and hearing aids. Unused funds may be accumulated and carried over to the next contract year, if applicable, to a maximum of \$600.00.

If at any time during the term of this Agreement, a change in federal or state laws or regulation becomes effective which would cause an employer penalty or tax, or increase the cost of health coverage under the terms of this Agreement, the Board shall confer with the Superintendent and make a determination, in its sole discretion, whether to adjust the affected Agreement provisions. The Board's revision of a benefit under this paragraph shall be in implementation of this provision of the Agreement and shall not constitute or require an amendment to this Agreement.

5. **Flexible Spending**

The Board shall provide a flexible spending account that meets the requirements of the Internal Revenue Code. If at any time regulations are amended, the parties shall promptly revise the plan to comply with the amendment.

6. **Long Term Disability Insurance**

The Board shall provide the Superintendent with long-term disability insurance coverage on the same basis as provided for other District office administrators, consistent with the requirement of the District's insurance carrier.

7. **Life Insurance**

The Board shall provide the Superintendent with group term life insurance with a death benefit of FOUR HUNDRED THOUSAND AND NO/100 DOLLARS (\$400,000.00), consistent with the requirement of the District's insurance carrier.

8. **Post Retirement Insurance**

The Board shall provide the Superintendent with a post retirement benefit for five years after retirement from District 200 in the form of payments toward the Superintendent's TRS medical insurance plan premiums in an amount equal to the

District's contributions to family medical coverage (as of the date of the Superintendent's retirement) under the District's medical insurance plan. This benefit does not include payment for dental or vision coverage. This benefit is contingent upon the Superintendent fully completing the term of this Agreement as defined in Paragraph A.1 herein. The amounts paid under this provision will be treated as taxable income.

In the event that this benefit becomes subject to the Affordable Care Act's non-discrimination provisions relative to highly compensated employees or otherwise prohibited by applicable law, the Superintendent agrees that the Board may adjust the continuation of this benefit as needed by providing the payments that would otherwise have been made under this provision directly to the Superintendent.

9. **Annuities**

From the annual salary stated in Paragraph A.1 of this Agreement, the Superintendent may elect that a portion be paid to an approved vendor of the Superintendent's choice under the District's 403(b) or 457(b) Plans, subject to all applicable limits set forth in the Internal Revenue Code. The cost of the contribution to the approved vendor shall be deducted from the Superintendent's annual salary and shall not require an additional expenditure of funds by the Board above the amount paid to the Superintendent in the form of salary.

As provided for in the prior employment agreement between the parties, the Board shall make a one-time Board contribution to the Superintendent's 403(b) account on July 1, 2023 in the amount of TEN THOUSAND AND NO/100 DOLLARS (\$10,000.00). This one-time contribution shall be deemed a Board contribution and not an individual contribution. The Superintendent has not had and shall not have the option to receive cash or any other form of compensation or benefit in lieu of this non-elective contribution.

10. **Vacation**

The Superintendent shall be entitled to a paid vacation of twenty-five (25) working days of paid vacation time for each contract year. Saturdays, Sundays, and legal holidays when District offices are closed shall not be considered working days. The Superintendent must use vacation days in the contract year in which they are accrued, and he shall not accumulate or carry-over any unused vacation days into subsequent contract years.

Each contract year, the Superintendent may elect to receive compensation for (i.e., "cash out") a maximum of five (5) accrued but unused paid vacation days at the Superintendent's then-per diem rate (annual base salary divided by 260). The Superintendent shall notify the Board President in writing, with a copy to the Assistant Superintendent of Business Operations, by no later than June 15 of each contract year, of the number of unused vacation days to be exchanged for pay, as provided above. The Superintendent shall receive payment for the exchanged vacation days in the form of direct compensation included as a part of payroll.

The Superintendent shall give prior notice to the Board President, or the Board Vice-President in the absence of unavailability of the President, before taking

vacation. The Superintendent shall receive prior approval by the Board President, or the Board Vice-President in the absence or unavailability of the President, before taking any vacation which is more than three (3) consecutive working days in length.

11. **Sick Leave**

The Superintendent shall be granted sick leave, as defined in Section 5/24-6 of The School Code, on the same basis as teachers unless a greater amount is otherwise provided to District office administrators. Unused sick leave days may be accumulated in accordance with the minimum number of days required under the Illinois School Code.

12. **Personal Leave**

The Superintendent shall be permitted to use up to two (2) of his sick days per contract year for personal matters.

13. **Membership Dues**

The Board shall pay for the Superintendent membership in the Illinois Association of School Administrators and the American Association of School Administrators. The Board shall also pay for membership in other professional organizations and local civic organizations acceptable to the Board.

14. **Community Involvement**

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.

15. **Professional Activities**

The Superintendent is expected to attend agreed-upon 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 school 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; 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 EVALUATION

The Superintendent acknowledges that this multi-year Agreement is a performance-based contract which includes the goals and indicators of student performance and academic improvement determined by the Board to measure the performance and effectiveness of the Superintendent as mandated under Section 5/10-23.8 of The School Code. As part of the Superintendent's annual performance evaluation, the parties shall meet to review the Superintendent's progress towards attainment of the student performance and academic improvement goals established by the Board.

The Board shall review the Superintendent's performance on an annual basis, on or before June 1 of each contract year, the Board shall review with the Superintendent the Superintendent's performance of assigned duties in accordance with the student performance and academic achievement goals set forth in Appendix A. As part of this review, the Board will also assess the working relationships among the Superintendent, the Board, the faculty, the staff, and the community. In the last year of this Agreement, the review shall take place on or before January 31. The Board's obligations under this paragraph are contingent on the Superintendent providing notice of such obligations by April 1 of each contract year, except that in the last contract year notice shall be given by November 1.

This Agreement may be extended at the end of any contract year by mutual agreement of the Board and Superintendent only if the performance goals set forth in Appendix A are successfully attained by the Superintendent based upon the Board's review and assessment of the Superintendent's performance. The Board may terminate, or not extend, the Agreement under any provision of this Agreement, even if the evaluations provided for in this paragraph have not occurred.

E. EVALUATION

The Board shall review the Superintendent's performance on an annual basis. The performance evaluation shall include, but not be limited to, the Superintendent's progress toward the attainment of the student performance and academic achievement goals set forth in Appendix A of the Agreement, administration of personnel, rapport with the Board and the community, and such other evaluation criteria or performance goals that may be established by the Board. The appraisal of the Superintendent's performance shall be provided in writing by the Board to the Superintendent. The Superintendent shall be responsible for notifying the Board of the responsibility to evaluate him no later than the February Board meeting each year.

F. TERMINATION

This Agreement may be terminated by one of the following.

1. Termination for Cause

In the event the Board intends to terminate this Agreement before its expiration for good cause, the Board shall give the Superintendent written notice of such intention together with a statement of the reasons for termination. Within ten (10) business days of receipt of such notice, the Superintendent may request in writing a hearing before the Board, and if requested, shall receive one 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 pay or without pay in accordance with the Board's employee suspension policy, if any. At the conclusion of any hearing, the Board shall determine whether to terminate this Agreement and the Superintendent's employment.

2. Termination for Permanent Disability

Should the Superintendent become physically or mentally disabled from performing any substantial duty permanently or for a period of ninety (90) calendar days in any one hundred and eighty (180) calendar day period, the Board may, at its option, terminate the Superintendent's employment upon thirty (30) calendar days' written notice to the Superintendent and the opportunity for a hearing before the Board in closed session 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 at the Superintendent's then current per diem rate of pay, up to a maximum amount of TWENTY THOUSAND AND NO/100 DOLLARS (\$20,000.00), and, if permitted by the District's health and life insurance program, continue such insurance at its expense for a period of sixty (60) calendar days after termination. This sixty-day period shall be considered part of the time period available for continuation coverage (commonly referred to as COBRA coverage) under the Internal Revenue Code of 1986.

3. Unilateral Termination by the Superintendent

The Superintendent may, at the Superintendent's option, unilaterally terminate this Agreement during its term under the conditions set forth below. In the event of unilateral termination by the Superintendent with at least one-hundred-eighty (180) calendar days' notice to the Board and an effective date at the end of the school year, the Superintendent shall pay to the Board TWENTY THOUSAND AND NO/100 DOLLARS (\$20,000.00), which relates to some of the aggregate costs to the Board of the search to obtain the Superintendent's successor and any interim replacements. In the event of unilateral termination by the Superintendent with less than one-hundred-eighty (180) calendar days' notice or with an effective date other than at the end of the school year, the Superintendent shall pay to the Board, as liquidated damages, FORTY THOUSAND AND NO/100 DOLLARS (\$40,000.00), which relates to much of the aggregate costs to the Board of the search to obtain the Superintendent's successor and any interim replacements. The payment of

liquidated damages by the Superintendent under this Paragraph 27.d. shall be the Board's exclusive remedy for any claims of breach of this Agreement due to the Superintendent's unilateral termination. The penalties set forth in this Paragraph 27.d. do not apply in the event that the Superintendent unilaterally terminates this Agreement due to life-altering health issues for the Superintendent, his spouse or children.

4. Mutual Agreement

This Agreement may be terminated by mutual agreement of the Board and Superintendent.

G. 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.

H. NOTICE

Any notice required to be given under this Agreement shall be deemed sufficient if it is in writing and sent by registered mail to the Superintendent's residence, as maintained in the Board's records, or the President of the Board. The Superintendent shall be responsible for notifying the Board of any residential address change during the term of this Agreement.

I. 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 with the District, 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.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Agreement this ____ day of _____ 2021.

SUPERINTENDENT

**BOARD OF EDUCATION OF COMMUNITY
UNIT SCHOOL DISTRICT 200, DUPAGE
COUNTY, ILLINOIS**

By: _____
President

ATTEST:

Secretary

DRAFT

Appendix A

Superintendent Goals and Indicators

Goal 1: Improve the academic performance of our students and address achievement gaps in our current performance results.

Goal 2: Hire and retain high quality, effective teachers, school leaders and support staff.

Goal 3: Manage resources effectively and efficiently.

Goal 4: Build effective systems of support for students and staff that promote quality learning experiences and social emotional growth.

Goal 5: Engage our community to determine its priorities, foster partnerships and promote learning.

Annually, the Superintendent shall provide a report to the Board of Education on the indicators and key performance indicators identified on the District Dashboard, unless specific reports are required more or less frequently. These reports will assess whether the specific programs, plans and actions initiated have been effective in increasing performance and outcomes identified on the District Dashboard. The Superintendent and administrative team will discuss each report with the Board of Education and make recommendations with respect to further actions.

Annually, the Superintendent shall partner with the Board of Education in the development and implementation of annual Board priorities and goals in support of the District's Strategic Plan.

The Board and Superintendent agree that the performance indicators identified in the Superintendent Evaluation Plan are linked to student performance, academic, and operational improvement within the schools of the District, and will be used to measure the Superintendent's efforts at achievement of the stated goals and key performance metrics.