

## **SUPERINTENDENT EMPLOYMENT CONTRACT**

THIS EMPLOYMENT CONTRACT (the "Contract") made between the BOARD OF EDUCATION OF KENILWORTH SCHOOL DISTRICT NO. 38, COUNTY OF COOK, STATE OF ILLINOIS, hereinafter referred to as the "Board", and Catherine Donegan, hereinafter referred to as the "Superintendent".

**WHEREAS**, the Board finds that the Superintendent has met the student performance and academic improvement goals, as previously established by the Board.

### **WITNESSETH:**

#### **A. EMPLOYMENT AND COMPENSATION**

##### **1. Contract Duration and Annual Salary**

The Board hereby employs the Superintendent for five (5) years, commencing July 1, 2022, and terminating on June 30, 2027. The annual salary shall be two hundred forty thousand six hundred eighteen dollars and twenty cents (\$240,618.20) for the 2022-2023 contract year, payable in equal installments in accordance with the rules of the Board governing payments of other administrative staff members in the District. The Board will determine any base salary increase for subsequent contract years after its annual review and evaluation of the Superintendent's performance as provided in paragraph F of this Contract, but the Board shall not implement a base salary decrease for any subsequent contract year. In no event shall the Superintendent's annual TRS creditable earnings increase exceed six (6) percent per year or exceed the applicable maximum annual TRS earnings increase limitation.

##### **2. TRS and THIS Contributions**

In addition to the annual salary stated in Paragraph A.1 of this Contract, 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. The Superintendent does not have any right or claim to these 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**

Any salary adjustments or modifications in the Superintendent's compensation or fringe benefits made during the term of this Contract shall be in the form of a written amendment and shall become a part of this Contract, but any such adjustment or modification shall not be construed as a new contract with the Superintendent or as an extension of the termination date of this Contract.

**4. License**

Throughout the term of this contract, the Superintendent shall hold a valid and current Illinois license endorsed to qualify her to act as Superintendent of the School District. The Superintendent shall also be a qualified evaluator for teachers, principals, and assistant principals.

**5. Fitness for Duty Assessment**

The Board may, at its discretion, require the Superintendent to undergo a fitness for duty medical examination to assess and determine whether the Superintendent is fit to perform the essential functions of her position. The Board shall select the physician for this examination and assessment.

**6. Waiver of Tenure**

The Superintendent acknowledges that by accepting the terms of this multi-year Superintendent's Employment Contract, the Superintendent waives any right to tenure in the School District for the duration of the multi-year Contract pursuant to Section 5/10-23.8 of *The School Code*.

**B. BENEFITS**

**1. Business Expenses**

The Board shall reimburse the Superintendent for reasonable monthly expenses incurred in the performance of her duties not to exceed five hundred dollars (\$500) without prior Board approval. Itemization shall be submitted to the Board for review and approval.

**2. Insurance Benefits**

The Board will provide the Superintendent with the following benefits under the District's insurance plans:

- a. 100% board paid full-family health, dental, and long-term disability insurance coverage, as provided under the programs effective in the District;
- b. Term life insurance in a coverage amount of \$300,000; and

- c. Liability insurance, as provided to other administrators in accordance with Section 10-20.20 of *The School Code*.

**3. Vacation**

The Superintendent shall be entitled to a paid vacation of twenty-five (25) working days per contract year, to be used as mutually agreed upon by the Superintendent and Board. Prior to scheduling any vacation in excess of five (5) consecutive days, the Superintendent must provide reasonable advance notice and obtain the Board President's prior approval. Vacation must be taken within the contract year, and any unused vacation days shall not be carried over to subsequent contract years. The Board generally encourages and expects the Superintendent to use all of her annual vacation allotment each contract year. If, however, the Superintendent cannot take all of her vacation by June 30 due to ongoing District initiatives or time-sensitive work commitments, she may elect to "cash-out" unused vacation days subject to the following limitations. After notice from the Superintendent, the Board may reimburse the Superintendent on a per diem basis at the end of each contract year for the lesser of: (1) up to a maximum of (10) unused vacation days at the rate of salary in effect that year; or (2) compensation for whatever unused vacation days would result in an increase in creditable earnings up to six percent (6%) more than the Superintendent's previous year's creditable earnings. Payment for any unused vacation days upon separation will occur thirty (30) days after the Superintendent's final workday and final paycheck. The Superintendent shall be entitled to all legal school holidays observed by the District. Winter, 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 fifteen (15) working days per contract year. Unused sick days may be accumulated to a maximum of three hundred and sixty (360) days. The Superintendent shall not be entitled to payment for any accrued but unused sick leave upon separation of employment from the District.

**5. Personal Leave**

The Superintendent shall be granted personal leave of three (3) working days per contract year. Any accrued, unused personal leave days shall be added to the Superintendent's total accumulated sick leave. The Superintendent shall not be entitled to payment for any accrued but unused personal leave upon separation of employment from the District.

**6. Professional Meetings/Professional Development Activities/Membership Dues**

The Board encourages the Superintendent to pursue professional development opportunities that align with the Superintendent's professional goals, the District's goals and the District's strategic plan. The Board shall reimburse the Superintendent for the cost of dues and membership fees to the Illinois

Association of School Administrators and the American Association of School Administrators. Following her annual evaluation, the Superintendent shall develop and present her annual professional development plan (including professional development activities, dues and membership fees) to the Board for approval. Upon approval and proper substantiation, the Board shall reimburse the Superintendent for the cost (including reasonable travel expenses) of appropriate professional development activities, including participation in conferences, seminars, and workshops, and dues and membership fees to other relevant professional organizations. The Superintendent shall be encouraged to attend appropriate professional meetings and join appropriate professional organizations. Upon proper substantiation and Board President's prior approval, costs of additional professional development activities that otherwise arise during the school year but were not included in the Superintendent's annual professional development plan shall be paid by the Board.

**7. Deferred Compensation**

The Board shall make a contribution of thirty-five thousand dollars (\$35,000) each contract year to the Superintendent's Section 403(b) tax-sheltered annuity under the District's plan. In addition, from the annual salary stated in Paragraph A.1 of this contract, the Superintendent may authorize a salary reduction in order that the Board may purchase an annuity policy for the Superintendent as described in Section 403(b) of the Internal Revenue Code.

**8. Tuition Reimbursement**

The Superintendent shall be allocated a maximum amount of two thousand, five hundred dollars (\$2,500) per contract year for tuition reimbursement for graduate coursework pre-approved by the Board.

**C. POWERS AND DUTIES**

**1. Duties**

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

## **2. Professional Activities**

The Superintendent shall devote her efforts to the business of the School District and related professional activities. With the permission of the Board, the Superintendent may engage in consultative work, lecturing, writing activities, speaking engagements, and other professional activities. If she receives compensation, other than expense reimbursement for any such activity including teaching, the Superintendent shall use vacation time if the activity is scheduled on a normal workday during normal business hours. The Superintendent may not jeopardize the functioning of the School District by any lengthy and conspicuous absence for such professional activity.

## **D. STUDENT PERFORMANCE AND ACADEMIC IMPROVEMENT GOALS**

The Superintendent acknowledges that this multi-year Contract is a performance-based contract which must include 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 and Superintendent recognize that this multi-year Superintendent Contract must include student performance and academic improvement goals prior to the effective date of the Contract. Accordingly, the Superintendent's student performance and academic improvement goals are attached hereto as Appendix A.

The Board will review and assess the Superintendent's performance based upon the performance goals, and any other evaluation criteria established by the Board. This Contract may be extended at the end of any contract year by mutual agreement of the Board and Superintendent if the student performance and academic improvement goals are successfully attained by the Superintendent based upon the Board's review and assessment of the Superintendent's performance.

## **E. TERMINATION**

1. This employment Contract may be terminated by:

- Mutual agreement;
- Permanent disability (as defined below);
- Discharge for cause (as defined below);
- Resignation, provided, however, the Superintendent shall provide the Board at least one hundred and eighty (180) days advance written notice of the resignation; or
- Death.

## **2. Permanent Disability**

The Board may terminate this Contract for reasons of permanent disability or incapacity at any time after the Superintendent has exhausted her accumulated sick leave and vacation benefits, and after the exhaustion of available leave, has been absent from her employment for a continuous period of three (3) months, or presents to the Board a physician's statement certifying that the Superintendent is permanently disabled or incapacitated. Such examination shall be performed by a physician licensed to practice medicine in all its branches, who is selected and paid by the Board. 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 she 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 selected and paid by the Board. The physician shall prepare a detailed report of the state of the Superintendent's physical and/or mental health and submit it to the Board of Education and the Superintendent.

## **3. Discharge for Cause**

Discharge for cause shall be for any serious misconduct, act, or failure to act by the Superintendent which is detrimental to the best interests of the School District or for breach of this Contract, after notice and a reasonable opportunity to correct, when appropriate. Reasons for discharge for cause shall be given in writing to the Superintendent, who shall be entitled to notice and an opportunity to request a hearing before the Board to discuss such causes. If the Superintendent chooses to be accompanied by legal counsel, she shall be responsible for any costs involved. The Board hearing shall be conducted in closed session.

## **4. Early Termination**

If the Superintendent's employment is terminated by the Board or the Superintendent pursuant to Paragraph E(1) prior to the expiration date of this Contract or any contract extension, no further salary, payments, compensation or benefits shall be payable to the Superintendent under this Contract after the date of such termination.

## **F. EVALUATION**

The Board shall review the Superintendent's performance no later than June 1 of each contract year. The performance evaluation shall include, but not be limited to, the Superintendent's progress toward the attainment of the student performance and academic improvement goals set forth in the Agreement, administration of personnel, communications with the Board, other job duties, and any other evaluation criteria or performance goals established by the Board. The Board shall provide its appraisal of

the Superintendent's performance to the Superintendent in writing. The Superintendent shall be responsible for notifying the Board of the responsibility to evaluate her no later than April 1 of each year. In addition, the Superintendent shall provide the Board with a self-evaluation of performance by May 1 of each year.

**G. NOTICE**

Any notice or communication permitted or required under the Contract shall be in writing and shall become effective on the day of mailing thereof by first class mail, registered, or certified mail, postage prepaid, addressed to:

- If to the Board: Board President  
Kenilworth School District No. 38  
542 Abbotsford Road, Kenilworth, IL 60043
- If to the Superintendent: Catherine Donegan  
[Home address on file in District office]

**H. MISCELLANEOUS**

1. This Contract has been executed in the State of Illinois and shall be governed in accordance with the laws of Illinois. If any portion of this Contract is deemed unlawful or unenforceable, the remainder of the Contract shall remain in full force and effect.
2. Paragraph headings and numbers, and page numbers have been inserted for the convenience of reference only. If there is any conflict between such headings or numbers and the text of this Contract, the text shall control.
3. This Contract may be executed in one or more counterparts each of which shall be considered an original, and all which taken together shall be considered one and the same instrument.
4. The Contract contains all the terms agreed upon by the parties with respect to the subject matter of this Contract and supersedes all prior agreements and any other arrangements and communications between the parties concerning such subject matter, whether oral or written.
5. Except as may otherwise be provided herein, no subsequent alteration, amendments, change, or addition to this Contract shall be binding upon the parties unless reduced in writing and duly authorized and signed by each of the parties.
6. The Contract shall be binding upon and inure to the benefit of the Superintendent, her successors, assigns, heirs, executors, and personal representatives, and shall be binding upon, and inure to the benefit of the Board, its successors, and assigns.

IN WITNESS WHEREOF, the parties have executed this contract on the dates set forth below.

**SUPERINTENDENT**

**BOARD OF EDUCATION  
KENILWORTH SCHOOL DISTRICT NO. 38,  
COUNTY OF COOK, ILLINOIS**

\_\_\_\_\_  
Catherine Donegan

\_\_\_\_\_  
President

Date: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
Secretary

Date: \_\_\_\_\_

**APPENDIX A**

**SUPERINTENDENT'S STUDENT PERFORMANCE AND ACADEMIC  
IMPROVEMENT GOALS**

[Insert]

# 2022-2023 Administrative Goals

## All Students. Our Students.

To create a climate of care in an integrated system of teaching and learning to support the academic, social-emotional well-being and development of all students to achieve the *Portrait of a Sears Graduate*.

### Overarching Goals:

- a. Development of the Portrait of a Sears Graduate indicators to be used in an integrated manner for all District committees.
- b. Development of the District's Equity Action Plan to be used in an integrated manner for all District committees.

### 1. Whole Child

- a. Build a climate of care by establishing a safe, healthy, and inclusive community and learning environment that empowers all students to develop the skills to achieve the *Portrait of a Sears Graduate*.
  - i. Implement the Tier 1 Social Emotional Learning Program - Caring School Community with fidelity grades JK-8.
  - ii. Implement the classwide behavior management system, CHAMPS, with fidelity in all classrooms JK-8
  - iii. Develop, implement, and communicate a three tier system of consistent behavior expectations and discipline responses across all school environments that supports and promotes a culture of care.

### 2. Academic Achievement

- a. Using an integrated system of teaching and learning, develop experiences rooted in best practices that foster the growth of all students to achieve the *Portrait of a Sears Graduate*.
  - i. Continue to create an integrated system of teaching and learning by adhering to the 5-year curriculum review cycle, 2022-2023: Social Studies, Math, Industrial Arts, Physical Education
  - ii. Continue to create an integrated system of teaching and learning by working with all curriculum committees alongside Mr. Larry Ainsworth:
    1. Units of Study, Big Ideas, Essential Questions
    2. Quality Formative Assessment (Pre & Post/Summative)
    3. Learning Progressions & Quick Progress Checks (Formative)
    4. Authentic Performance Tasks
    5. High Effect Size Instructional Strategies
    6. Curriculum Resources to Achieve Targeted Learning
  - iii. Continue to create an integrated system of teaching and learning by refining the MTSS process and procedures, improving the

# 2022-2023 Administrative Goals

## All Students. Our Students.

problem-solving process' impact on student academic achievement and social-emotional wellbeing, and improving the use of eduCLIMBER

- iv. Continue to create an integrated system of teaching and learning by designing co-teaching teaching and learning environments for both staff and students.

### 3. Learning Environment

- a. Build a safe, supportive, and innovative learning environment that encourages all students and staff to work collectively and collaboratively to achieve the *Portrait of a Sears Graduate*.
  - i. Create elementary learning environment guidelines
  - ii. Full review and selection of furniture for elementary learning spaces and the junior high hub
  - iii. Create and implement a three-year technology plan
  - iv. Develop sustainability initiatives fully utilizing the new outdoor learning spaces and be stewards of sustainable best practices

### 4. Staff

- a. Attract, develop and retain a diverse staff who are continuous learners, student-centered, and committed to achieving the *Portrait of a Sears Graduate*.
  - i. Partner with staff to determine and implement strategies for improving the culture and climate as measured by the 5Essentials Survey
  - ii. Development of a new staff evaluation system

### 5. Community Engagement

- a. Cultivate trusting relationships as the basis for mutually beneficial partnerships, in order to foster a safe, supportive, respectful, and inclusive environment where all students achieve the *Portrait of a Sears Graduate*.
  - i. Collaborate with staff and parents to develop a parent education program that promotes a culture of care.
  - ii. Continue to cultivate the relationship with the JSSPVA to help grow and promote communication between all school stakeholders.

### 6. Fiscal Responsibility

- a. Ensure fiscal responsibility while providing student-centered, innovative educational programs in a safe, healthy, future-focused environment to achieve the *Portrait of a Sears Graduate*.
  - i. TBD