

WILL COUNTY SCHOOL DISTRICT 92

SUPERINTENDENT'S CONTRACT 2020-2024

THIS AGREEMENT made by and between the BOARD OF EDUCATION OF WILL COUNTY SCHOOL DISTRICT NO. 92, WILL COUNTY, ILLINOIS (the "Board"), and DR. TIM ARNOLD ("Superintendent"), having been approved at the meeting of the Board held on the 17th of November, 2020; and

This Agreement constitutes a successor administrative performance-based employment contract entered into during the term of an existing, predecessor administrative performance-based employment contract. In accordance with the provision in 105 ILCS 5/10-23.8 of *The Illinois School Code*, the Superintendent and Board confirm and acknowledge that the Superintendent has met the goals and indicators of student performance and academic achievement, as stated in the original, predecessor contract.

IT IS AGREED:

1. EMPLOYMENT - The Superintendent is hereby hired and retained from July 1, 2020, through and including June 30, 2024, and as it may be later agreed to by the parties thereafter, as Superintendent of Schools and Chief Executive Officer of the School District

2. DUTIES – The duties and responsibilities of the Superintendent shall be those incidental to the office of the Superintendent of Schools as set forth in the job description contained in Board Policy as amended from time to time, the attainment of the student performance and academic improvement goals set forth in or determined pursuant to this Agreement, those obligations imposed by federal or state law upon the Superintendent, and those other professional duties customarily performed by a Superintendent of Schools as from time to time may be assigned to the Superintendent by the Board. The Superintendent shall have charge of the administration of the School District under the policies of the Board. The Superintendent shall direct and assign, place and transfer all employees, and shall organize and administer the affairs of the School District as best serves the School District consistent with Board Policy. The Superintendent shall from time to time suggest policies, rules and procedures deemed necessary for the well-ordering of the School District.

3. COMPENSATION – In consideration of an annual salary of Two Hundred Six Thousand and No/100 Dollars (\$206,000.00) for the 2020-2021 school term, the Superintendent hereby agrees to devote such time, skill, labor and attention to his employment, during the term of this Agreement, as needed in order to perform faithfully the duties set forth herein. The annual salary shall be increased by one percent (1%) on July 1, 2021, and by an additional one percent (1%) each July 1 thereafter for the duration of this Contract. Salary shall be paid in equal installments in accordance with the policy of the Board governing payment of salary to other licensed members of the professional staff, less such amounts as provided for in this Agreement, and other amounts as may be required by law. The Board retains the right to adjust the Superintendent's total annual income as stated in this Agreement, including all compensation, salary, and fringe benefits of the Superintendent during the term of this Agreement, provided that any compensation, salary, and/or fringe benefits adjustment(s), as stated in this Agreement, shall not decrease below the amounts so specified for the preceding contract year of this Agreement. Any adjustment in annual compensation, salary and fringe benefits made during the term of this Agreement shall be or presently is in the form of an amendment and shall become a part of this Agreement. It is provided, however, that by so doing, it shall not be considered that the Board has entered into a new agreement with the Superintendent or that the termination date of this Agreement has been in any way extended. The Board and the

Superintendent may agree, however, that this Agreement be amended or extended for additional periods of time, if the Board determines that all of the student performance and academic improvement goals set forth in this Agreement have been met to its satisfaction.

In addition to the salary paid to the Superintendent the amount specified above in this section of this Agreement, the Board shall pay to the Superintendent, as additional annual salary each school term, a sum equal to Eight Thousand Dollars (\$8,000), payable as a one-time lump sum no later than July 15 of each contract year, which the Superintendent may elect to reduce from his salary pursuant to Section 403(b) of the Internal Revenue Code of 1986, as amended. The Superintendent shall elect to have that additional amount immediately reduced from his salary and used to purchase a tax-sheltered annuity pursuant to Section 403(b) of the Internal Revenue Code of 1986 (the "Code"), as amended. It is understood and agreed that the cost of the purchase of the annuity, and the amount of the plan contribution shall be deducted from the Superintendent's annual compensation (which shall include the amounts set forth in this section) and shall not require an expenditure of funds by the Board above the amount paid to the Superintendent in the form of salary (inclusive of the sums set forth in this section), except as may be later amended by the Board through the establishment of a non-contributory plan of deferred compensation.

4. STUDENT PERFORMANCE AND ACADEMIC IMPROVEMENT - This Agreement is a performance-based contract. Pursuant to Section 10-23.8 of the Illinois School Code (105 ILCS 5/10-23.8), initial student performance and academic improvement goals are attached hereto as Exhibit A. Additional student performance and academic improvement goals shall be established by the mutual agreement of the Superintendent and the Board, and approved and determined by the Board, prior to December 31, 2020. Said goals, once approved and determined by the Board, shall be incorporated into and made a part of this Agreement. All of said goals shall be linked to student performance and academic improvement within the schools of the District. The foregoing goals shall be used by the Board to measure the performance and effectiveness of the Superintendent, along with such other information as the Board may determine.

5. LIMIT UPON CREDITABLE EARNINGS – The Superintendent's total creditable earnings, as that term is defined by the Illinois Teachers' Retirement System ("TRS"), shall not increase by an amount greater than the maximum increases as allowed by TRS to avoid excess employer costs, if applicable.

6. TEACHERS' RETIREMENT SYSTEM CONTRIBUTION - In addition to the salary and non-elective employer contribution paid to the Superintendent by the Board as expressed in Section 3, the Board shall pick up and pay on the Superintendent's behalf, the Superintendent's entire contribution to the Illinois Teachers' Retirement System ("TRS") pursuant to the Illinois Pension Code.

It is the intention of the parties to qualify all such payments picked up and 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 shall have no right or claim to the funds so remitted except as they may subsequently become available upon retirement or resignation from TRS, The Superintendent does not have the option of choosing to receive the contributed amounts directly instead of having those contributions paid by the Board to TRS. These contributions are made as condition of the Superintendent's employment for his/her future service, knowledge and experience.

However, if legislation is enacted that limits the employer's ability to perform its obligations under this paragraph, the Board shall pay the difference to the Superintendent as salary to the extent the Board's total cost for salary and pick up of the TRS contribution equals the Board's total cost before enactment of such legislation. The Board's and Superintendent's implementation herein shall be in implementation of this provision of this Contract and shall not constitute or require an amendment to this Contract.

7. TEACHERS' HEALTH INSURANCE SECURITY FUND CONTRIBUTION – The Board shall pick up and pay on behalf of the Superintendent his/her entire contribution to the Teachers' Health Insurance Security ("THIS") fund. The Board shall remit this contribution to TRS as the fund's collection agent. Payments made by the Board to TRS under this section shall not be reportable to TRS as creditable earnings.

The parties further agree that said payments shall be excluded from the Superintendent's taxable income if so permitted by law.

However, if legislation is enacted that limits the employer's ability to perform its obligations under this paragraph, the Board shall pay the difference to the Superintendent as salary to the extent the Board's total cost for salary and pick up of the THIS contribution equals the Board's total cost before enactment of such legislation. The Board's and Superintendent's implementation herein shall be in implementation of this provision of this Contract and shall not constitute or require an amendment to this Contract.

8. EVALUATION – The Board and Superintendent agree that there shall be an annual evaluation of the Superintendent's performance under this Agreement prior to March 1, of each year. The evaluation shall consider, but not be limited to, an examination of the establishment and maintenance of educational goals, attainment of the student performance and academic improvement goals set forth in this Agreement, compliance with the job description established by the Board, administration of personnel, rapport with the School Board and other factors of appraisal that may be established by the parties. A written summary of each performance evaluation shall be prepared by the Board, or its designee, and given to the Superintendent. Either party may elect to meet and confer on the evaluation prior to the preparation of the written summary. Failure by the Board to complete an evaluation does not preclude the Superintendent's dismissal, or nonrenewal of this Agreement.

9. LICENSE – The Superintendent shall furnish to the Board, at least 30 days prior to the commencement of this Agreement, and shall maintain during the term of this Agreement, a valid, appropriate, and properly registered certificate/license to act as Superintendent of Schools, in accordance with the laws of the State of Illinois and as directed by the Board.

10. OTHER WORK - The Superintendent may undertake consultation work, speaking engagements, writing, teaching a college or university course, lecturing, or other professional duties and obligations. Provided, however, that this other work shall not interfere in a material and substantial manner with the Superintendent's obligations set forth in this Agreement.

11. DISABILITY – Should the Superintendent be incapable of performing his duties and obligations under this Agreement by reason of illness, accident, or other disability, and that disability is substantially continuous for a period of time in excess of accumulated sick leave, personal leave and vacation benefits due and owing the Superintendent, the Board shall cause to be paid to the Superintendent any benefits that may be payable under a contract of Long Term Disability pay to be purchased by the Board at its sole expense. If such inability to perform his duties continues for more than 180 calendar days after exhaustion of accumulated sick days, vacation days and personal days, or if such inability to perform his duties is permanent, irreparable, or of such a nature that, in the discretion of the Board will make the performance of his essential job duties impossible, the Board may at its option terminate this Agreement, whereupon the respective rights, duties and obligations of the parties shall terminate. Prior to termination for disability, the Superintendent shall have the right to address the Board in closed executive session.

12. TERMINATION OF AGREEMENT - This Agreement may be terminated by:

1. Mutual agreement of the parties.
2. Retirement
3. Resignation, provided, however, the Superintendent gives the Board at least ninety (90) calendar days written notice of the proposed resignation.

4. Discharge for cause. "For cause" shall mean any conduct, act, or failure to act by the Superintendent which is detrimental to 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 those 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 closed session. Nothing shall prohibit the Board from suspending the Superintendent without pay pending completion of the requirements of this section.
5. Failure to comply with the terms and conditions of this Agreement after notification and a reasonable opportunity to correct, where appropriate.
6. The Superintendent's inability to perform essential job duties as provided in Section 11 of this Agreement.
7. Failure to attain the student performance and academic improvement goals developed pursuant to this Agreement provided adequate financial and professional support is provided by the Board, subject to budget constraints.
8. Death of the Superintendent.

After the effective date of the termination of this Agreement, the Superintendent shall not be entitled to further payments or compensation or benefits of any kind under this Agreement, except that the Superintendent shall be entitled to any vested benefits payable under the terms and provisions of the Illinois Teachers' Retirement System or by law.

13. PROFESSIONAL ACTIVITIES – The Superintendent shall be encouraged to attend appropriate professional meetings and continuing education at the local, state and national levels, and at least one national conference per year. Within budget constraints, as approved by the Board, the costs of attendance shall be paid by the Board.

14. MEMBERSHIP DUES – The Board shall pay for all dues and membership fees for those organizations to which he belongs with prior Board approval.

15. VACATION, SICK LEAVE AND PERSONAL LEAVE - The Superintendent shall receive twenty-five (25) work days of vacation annually, exclusive of weekends and legal holidays. All annual vacation shall be deemed to have been earned on July 1 of each year of this Agreement. Unused vacation days shall not be cumulative. The Superintendent may exchange a maximum of five (5) unused vacation days annually for payment, in lieu of taking same as vacation days, provided the Superintendent's annual creditable earnings do not exceed the maximum increase as provided by law to avoid an excess employer contribution by TRS. Payment shall be calculated using the Superintendent's current salary, as stated in or provided by Section 3 of this Agreement, expressed on a per diem basis, said per diem rate determined by the fraction of 1/260 multiplied by the annual gross compensation then paid to the Superintendent. The Superintendent must exercise this option by giving written notice to the President of the Board by no later than June 15 of any year. By executing this Agreement, the Superintendent acknowledges and agrees that he has received notice of this provision.

The Superintendent shall be entitled to nineteen (19) work days of sick leave annually. Unused sick leave shall not accumulate beyond three hundred and sixty (360) days. The Superintendent shall be entitled to use up to three (3) sick leave days annually as personal leave days.

16. HOSPITALIZATION/MAJOR MEDICAL INSURANCE – The Board shall provide and pay the entire premiums for hospitalization and major medical insurance for the Superintendent, his spouse and the dependent members (as defined by the contract of insurance then in effect) of his immediate family

during the term of this Agreement. The benefits of such coverage shall be in accordance with the basic insurance coverage provided to certificated members of the professional staff.

17. TERM LIFE INSURANCE – The Board shall provide and pay the premiums for a term life insurance policy for the Superintendent during the term of this Agreement in the amount of Two Hundred Thousand and No/100 Dollars (\$200,000). The Board shall assign the ownership of the term life insurance policy to a person or trust designated by the Superintendent, and upon termination of this Agreement shall allow that owner to continue the life insurance at the owner's own expense.

18. TRANSPORTATION EXPENSE - As a condition of employment, the Superintendent shall be required to provide, at his sole expense, a personally owned or leased automobile for use in his duties. The Superintendent shall pay for such use, including, but not limited to, license, sticker fees, fuel, repairs, parking, tolls and insurance. The Board shall reimburse the Superintendent during the term of this Agreement for necessary automobile travel at the IRS rate of reimbursement, upon submission of appropriate substantiation of that travel by the Superintendent. The Superintendent shall submit to the Business Office appropriate substantiation of those expenses incurred by the Superintendent.

19. MEDICAL EXAMINATION – The Superintendent shall, on or about July 1 of each year, have a physical examination, the out-of-pocket cost of which shall be paid by the Board, up to One Thousand Five Hundred and No/100 Dollars (\$1,500). The certification of fitness for duty shall be reported to the Board, but their confidentiality shall be maintained and placed in a file separate from the Superintendent's personnel file.

20. BUSINESS EXPENSES – It is anticipated and agreed that the Superintendent shall be required to incur certain personal expenses for the official business of the Board. As such, the Board agrees to reimburse the Superintendent for any such expenses, incurred by him on behalf of the Board, subject, however, to the Superintendent's substantiation and the Board's prior approval of such expenses.

21. NOTICE – Any notice or communication permitted or required under this Agreement shall be in writing and shall become effective on the day of mailing thereof by first class mail, registered mail, or certified mail, postage prepaid, addressed:

If to the Board, to:
Board of Education
Will County School District 92
708 N. State Street
Lockport, IL 60441

If to the Superintendent, to:
Dr. Tim Arnold, at the last address of the
Superintendent contained in official Business
Office records of the Board.

22. OTHER BENEFITS AND LEAVE – The Superintendent shall be allowed such other privileges, leaves, and fringe benefits, including tuition reimbursement, not specifically enumerated as are extended to all other certificated personnel, except as otherwise set forth herein.

23. PROFESSIONAL LIABILITY – The Board agrees that it shall defend, hold harmless, and indemnify the Superintendent from any and all demands, claims, suits, actions and legal proceedings brought against the Superintendent in his individual capacity, or in his official capacity as agent and employee of the District provided the incident arose while the Superintendent was acting within the scope of his employment and excluding criminal charges and such liability coverage as is beyond the authority of the Board to provide under state law. Except that, in no case, will individual Board members be considered personally liable for indemnifying the Superintendent against such demands, claims, suits, actions and legal proceedings.

24. TENURE WAIVER – The Superintendent acknowledges that pursuant to Section 10-23.8 of the Illinois School Code, he waives any right to tenure in the District by virtue of entering into this multi-year agreement.

25. EXTENSION OF AGREEMENT, NONRENEWAL - This Agreement shall be reviewed by the Board and the Superintendent annually on or before March 1 of each year, and may then be extended beyond its termination date, upon such terms and conditions as may be mutually agreed to by the parties, and reduced to writing and signed by the parties. Prior to February 1 of the year in which this Agreement expires, the Board shall take action to extend or not extend the terms of this Agreement for one additional year, and shall notify the Superintendent in writing of such action. Failure of the Board to take such action in the year in which this Agreement expires shall extend this Agreement for one (1) additional year. The Superintendent shall notify the Board of its obligation hereunder by November 15 of each year.

Notwithstanding anything contained in this Agreement to the contrary, this Agreement shall not be extended or rolled-over unless the Board has expressly determined that all of the student performance and academic improvement goals then contained in this Agreement have been met.

26. RESIGNATION BY SUPERINTENDENT - Should the Superintendent submit his resignation at any time prior to June 30, 2023, for any reason except disability, mutual agreement and/or as may be excused and waived by the Board, the Superintendent shall pay the Board within twenty (20) calendar days, the sum of Twenty-Five Thousand Dollars (\$25,000.00). The parties acknowledge and agree that this payment is in the form of liquidated damages and compensation for the costs to be incurred by the Board in replacing the Superintendent and is not a penalty or forfeiture.

27. MISCELLANEOUS

- A. This Agreement has been executed in Illinois and shall be governed in accordance with the laws of the State of Illinois in every respect.
- B. Section headings and numbers have been inserted for convenience of reference only, and if there shall be any conflict between such headings or numbers and the text of this Agreement, the text shall control.
- C. 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.
- D. 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 concerning such subject matter, whether oral or written.
- E. This Agreement shall be binding upon and inure to the benefit of the Superintendent, his successors, assigns, heirs, executors, and personal representatives, and shall be binding upon, and inure to the benefit of the Board, its successors and assigns.
- F. Both parties have had the opportunity to seek the advice of counsel. The parties have relied upon the advice and representation of counsel selected by them respecting their legal liabilities, if any.
- G. Except as may otherwise be provided, no subsequent alteration, amendment, change, or addition to this Agreement shall be binding upon the parties unless reduced to writing and duly authorized and signed by each of them.

- H. The Board retains the right to repeal, change or modify any policies or regulations which it has adopted or may hereafter adopt, subject, however, to the terms of this Agreement, restrictions contained in the Illinois School Code, and other applicable law.
- I. If any section, provision, paragraph, phrase, clause or word contained herein is held to be void, invalid or contrary to law by a court of competent jurisdiction, it shall be deemed removed herefrom, and the remainder of this Agreement shall continue to have its intended full force and effect.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in their respective names and in the case of the Board, by its President and Secretary on the day and year first above written.

SUPERINTENDENT:



Dr. Tim Arnold

BOARD OF EDUCATION OF WILL COUNTY
SCHOOL DISTRICT NO. 92,
WILL COUNTY, ILLINOIS

By:



President

ATTEST:



Secretary

EXHIBIT A

GOALS

To Be Inserted by December 31, 2020