SUPERINTENDENT
EMPLOYMENT AGREEMENT

AGREEMENT made this 26 day of February, by and between the Board of Education, Kaneland Community Unit School District No. 302 (hereinafter "the Board"), and Dr. Kurt Rohlwing (hereinafter "SUPERINTENDENT').

IT IS AGREED:

1. **Employment:** Dr. Kurt Rohlwing is hereby hired and retained from July 1, 2025 to June 30, 2028 as SUPERINTENDENT. SUPERINTENDENT hereby accepts and agrees to such hiring, engagement, and employment subject to the general supervision and pursuant to the orders, advice, and direction of the Board.

2. **Duties**: The duties and responsibilities of SUPERINTENDENT shall be all those duties incident to the Office of Superintendent of Schools as set forth in the job description as prescribed by Board policy; those obligations imposed by the law of the State of Illinois; and to perform such other duties incidental to the Office of the Superintendent of Schools as from time to time may be assigned to SUPERINTENDENT by the Board. The Board reserves the right to assign SUPERINTENDENT to different TRS certified duties from time to time during the contract, without a loss of pay, benefits or term of contract.

3. **Licensure**: During the life of this Agreement, SUPERINTENDENT shall maintain a valid and appropriate license to act as Superintendent of Schools in accordance with the laws of the State of Illinois and as directed by the Board and shall keep such licensure in full force and effect.

4. **Salary**: In consideration of the following salary amounts, SUPERINTENDENT hereby agrees to devote such time, skill, labor, and attention to this employment, during the term of this Agreement, except as otherwise provided in this Agreement, and to perform faithfully the duties as set forth in this Agreement by Board policies or in rules or regulations established by the Board:

A. From July 1, 2025 through June 30, 2026, the Board shall pay SUPERINTENDENT a base salary of TWO HUNDRED TWENTY THOUSAND DOLLARS AND NO CENTS ($220,000.00).

B. From July 1, 2026 through June 30, 2027, the Board shall pay SUPERINTENDENT a base salary of TWO HUNDRED TWENTY THOUSAND DOLLARS AND NO CENTS ($220,000.00).

C. From July 1, 2027 through June 30, 2028, the Board shall pay SUPERINTENDENT a base salary of TWO HUNDRED TWENTY THOUSAND DOLLARS AND NO CENTS ($220,000.00).

D. The base salary for each year of this Agreement shall be paid in equal installments in accordance with the policy of the Board governing payment of salary to other certificated members of the professional staff. The Board retains the right to adjust the annual salary of SUPERINTENDENT during the term of this Agreement, provided that any salary adjustment does not reduce the annual salary below the figure provided in the preceding contract year. Any adjustment in salary made during the life of this Agreement shall be 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 SUPERINTENDENT nor that the termination date of this Agreement has been in any way extended.

E. In addition to SUPERINTENDENT's annual salary and all other compensation within this Contract, the Board shall pay on behalf of SUPERINTENDENT all employee contributions to the Illinois Teachers' Retirement System (TRS) and the Teacher Health Insurance Security Fund (THIS) as required by Section 16-152.1, Section 16-133.1 of the Illinois Pension Code and the State Employees Group Insurance Act of 1971, not to exceed the rate of contribution required on the effective date of this Agreement. If the current employee contribution rate required by TRS and/or THIS to be remitted decreases, the Board shall pay the difference to SUPERINTENDENT as salary to the extent the Board's total cost for salary and pick up of the TRS and/or THIS contribution does not exceed the Board's total cost before the TRS and/or THIS contribution rate decrease. The Board further agrees to pay and shelter that portion of the salary that is required as a contribution to TRS.

SUPERINTENDENT shall not have the option of choosing to receive directly the amounts contributed to TRS or THIS by the Board on his behalf, nor any right or claim to the contributions to TRS or THIS except as such may subsequently become available pursuant to the provisions of the Illinois Pension Code and TRS rules and regulations.

5. **Benefits**: The Board shall provide SUPERINTENDENT with the annual benefits granted to all administrative staff members including long term disability insurance; 100% Board paid full family medical and dental insurance; three (3) personal leave days that may be converted to sick leave days if unused;

sick leave days in an amount equal to what is provided to teachers each year; and, life and accidental death and dismemberment insurance. However, on July 1, 2025, the Board shall grant SUPERINTENDENT a one-time additional sick leave grant of twenty (20) days which shall be immediately available for use.

6. **Vacation**: SUPERINTENDENT shall receive twenty-five (25) calendar days of vacation in each school year of this Agreement, exclusive of weekends and school holidays as defined in the School Code. SUPERINTENDENT shall give prior written notice to the Board President before taking vacation. SUPERINTENDENT shall receive prior approval of the Board President, or the Board Vice-President in the absence or unavailability of the Board President, before taking any vacation which is more than three (3) consecutive working days in duration. Each contract year, SUPERINTENDENT may carry over up to five (5) unused vacation days for use during the next contract year and may also exchange a maximum of five (5) unused vacation days for payment at SUPERINTENDENT's then current per diem in lieu of using said days.

7. **Mileage Reimbursement**: SUPERINTENDENT shall be reimbursed for mileage expenses according to Board policy.

8. **Residency Requirement**: Effective July 1, 2026, SUPERINTENDENT shall reside in the boundaries of the School District to permit SUPERINTENDENT to satisfy the Board's expectation of his active participation in the affairs of the schools and the school community. The SUPERINTENDENT shall be reimbursed for Five Thousand Dollars ($5,000.00) of moving expenses.

9. **Performance and Improvement Based Goals ("Goals")**: This Agreement is a performance-based contract pursuant to Section 10-23.8 of The School Code for which the goals and indicators of performance are set forth in attached Exhibit A. The goals and indicators in Exhibit A may be modified by mutual agreement of the Parties at any time. Any such modification(s) shall not invalidate this Agreement or require an amendment to this Agreement, but rather an implementation of this provision of this Agreement.

Accomplishment of the Goals, as modified by the Board from time to time in consultation with SUPERINTENDENT, will enhance student performance and achieve academic improvement. Any decision to modify the Goals shall be in implementation of this provision and shall not constitute or require an amendment to this Agreement.

The achievement of the goals and improvement of student academic performance is dependent on continued Board support of the goals, including the provision of adequate financial support within available resources. The Board and SUPERINTENDENT also recognize that circumstances beyond the control of the Board and/or SUPERINTENDENT may prevent attainment, or require modification, of any of the goals. In such circumstances, or if the Board is unwilling

or unable to support the goals, either financially or in principle, the Board and SUPERINTENDENT will modify or delete any of the goals as appropriate. The Board's decision to modify or delete any of the goals shall be in implementation of this provision of this Agreement and shall not constitute or require an amendment to this Agreement.

10. **Bonuses**: The Board and SUPERINTENDENT agree that they will mutually develop a three-tiered achievement system to determine the amount of the SUPERINTENDENT's annual merit bonus for exemplary performance beyond achievement of the goals and indicators in Exhibit A ("Bonus System"). The Bonus System will be developed by October 1 for the 2025-2026 contract year and by July 1 for each subsequent contract year:

i. Upon SUPERINTENDENT's performance at a Tier 1 level (satisfactory completion of three (3) of the Bonus System's goals during any one year of the Agreement), the SUPERINTENDENT shall receive a bonus payment in the sum of Ten Thousand Dollars ($10,000). The bonus payment will be made no later than the second pay cycle of June of that contract year.

ii. Upon SUPERINTENDENT's performance at a Tier 2 level (satisfactory completion of four (4) of the Bonus System's goals during any one year of the Agreement), the SUPERINTENDENT shall receive a bonus payment in the sum of Twenty Thousand Dollars ($20,000). The bonus payment will be made no later than the second pay cycle of June of that contract year.

iii. Upon SUPERINTENDENT's performance at a Tier 3 level (satisfactory completion of five (5) of the Bonus System's goals during any one year of the Agreement), the SUPERINTENDENT shall receive a bonus payment in the sum of Thirty Thousand Dollars ($30,000). The bonus payment will be made no later than the second pay cycle of June of that contract year.

11. **Background Investigation**: This Agreement is contingent on successful completion of a background investigation required of all Illinois public school district employees pursuant to Section 10-21.9 of the Illinois School Code and by any other applicable federal and state laws and rules, including an Employment History Review pursuant to Faith's Law. If the investigation discloses information which would prohibit employment or calls into question SUPERINTENDENT's fitness to serve the School District, the Board may, in its sole discretion, terminate this Agreement on ten (10) calendar days' written notice to SUPERINTENDENT. Upon such termination, all obligations to SUPERINTENDENT shall cease.

12. **Waiver of Tenure**: By accepting the terms of a multi-year contract, SUPERINTENDENT agrees to waive all rights granted SUPERINTENDENT under Sections 24-11 through 24-16 of The School Code for the duration of SUPERINTENDENT's employment under a multi-year employment contract.

13. **Evaluation:** The Board shall evaluate SUPERINTENDENT's performance in writing annually, but not later than April 1 of each year of the contract. The Board shall evaluate SUPERINTENDENT's performance including, but not be limited to, progress toward the attainment of student performance and academic improvement goals as set forth in this Agreement as well as those to be established in the future; administration of personnel; working relationships among SUPERINTENDENT, the Board, the faculty, the staff, and the community; and such other factors as may be established by the Board. SUPERINTENDENT shall be responsible for notifying the Board of the responsibility to evaluate him no later than December 15 of each year. Failure by the Board to complete the evaluation does not preclude non-renewal of this Agreement.

If the Board determines that the goals have been achieved and student academic performance improved, the Parties may consider an extension or rollover of this Agreement, although nothing prevents the Board and SUPERINTENDENT from entering into a new contract at the end of this Agreement.

14. **Reappointment:** The Board shall evaluate whether SUPERINTENDENT has met the Performance and Improvement Based Goals contained in Paragraph 9, above, on or before April 1. If this evaluation is not completed by April 1, SUPERINTENDENT shall be deemed to have met the Performance and Improvement Based Goals for purposes of contract renewal. Notice of intent not to renew this contract must be given to SUPERINTENDENT, in writing stating the specific reasons therefore, by the Board by February 1, 2028. Failure to do so shall extend this Agreement for one (1) additional year. SUPERINTENDENT shall have the right to a hearing as detailed in 105 ILCS 5/10-21.4.

15. **Discharge for Cause**: Through the term of this Agreement, SUPERINTENDENT shall be subject to discharge for cause provided, however, that the Board does not arbitrarily or capriciously call for dismissal and that SUPERINTENDENT shall have the right to service of written charges, notice of hearing and a hearing before the Board. If SUPERINTENDENT chooses to be accompanied by counsel at such hearing, SUPERINTENDENT shall pay for his personal expenses. Failure to comply with the terms and conditions of this Agreement after notification and a reasonable opportunity to correct shall also be sufficient cause for purposes of discharge as provided in this Agreement.

16. **Membership**: The Board shall pay the membership fee and dues for the SUPERINTENDENT's membership in local civic organizations acceptable to the Board, to the Illinois Association of School Administrators, American Association of School Administrators, and to such other professional organizations as are acceptable to the Board.

17. **Professional Activities:** The Board shall encourage SUPERINTENDENT to attend appropriate professional meetings at all local, state and national levels and to hold such membership as he deems appropriate, to the extent allowable by the Board's budget. The Board shall pay for the cost of attendance at local and state professional meetings. Upon prior approval by the Board, the Board shall reimburse SUPERINTENDENT for the costs of attendance for professional meetings at the national level.

18. **Other Work**: SUPERINTENDENT shall devote full time, attention, and energy to the business of the School District and related professional activities. The Board encourages SUPERINTENDENT to undertake consultative work, speaking engagements, writing, teaching, lecturing, or other professional duties and obligations to further his professional growth, as long as such activities do not interfere with SUPERINTENDENT's performance of his duties under this Agreement and as long as such other work is pre-approved by the Board. If such other work occurs during SUPERINTENDENT'S workday, it must be accounted for with paid leave days, unless otherwise agreed to by the Board. The cost of participation in activities relating to such other work shall be borne by SUPERINTENDENT unless otherwise pre-approved by the Board.

19. **Referrals to Superintendent**: The Board collectively and individually shall refer promptly all criticisms, complaints and suggestions called to their attention to SUPERINTENDENT for study and recommendation.

20. **Termination by Board**: The Board may terminate this Agreement in advance of the stated termination date whenever, in its judgment, such termination is deemed to be in the best interest of the District. Upon such termination, except when termination is for cause as described in Paragraph 15 above, or for disability as described in Paragraph 21 below, the Board shall continue to pay SUPERINTENDENT's salary (pursuant to Paragraph 4 above) and pay for the premiums for family health and dental insurance (pursuant to Paragraph 5 above, for the duration of this Agreement. If relieved of his duties under such termination option, it is understood and agreed that SUPERINTENDENT shall make reasonable efforts to obtain substitute employment in his field. Any salary or family health insurance benefits received in such substitute or other employment during the remaining Agreement period shall constitute an offset against salary payments otherwise owed by the Board to SUPERINTENDENT.

21. **Disability**: Should SUPERINTENDENT be unable to perform the duties and obligations of this Agreement, by reasons of illness, accident, or other cause beyond SUPERINTENDENT's control, and such disability exists for a period of ninety (90) calendar days in any one hundred and eighty (180) calendar day period, the Board may, at its sole discretion, terminate SUPERINTENDENT's employment upon thirty (30) calendar days' written notice to SUPERINTENDENT and the opportunity for the SUPERINTENDENT to have a hearing before the

Board on the issues of disability and performance. If terminated for this reason, the Board shall pay SUPERINTENDENT for up to thirty-six (36) accumulated but unused sick leave days at the SUPERINTENDENT's then current per diem rate of pay, and, if permitted by the District's health and life insurance program, continue such insurance at Board expense for sixty (60) calendar days after termination. This 60-day period shall be part of the time available for continuance coverage (commonly referred to as COBRA coverage) under the Internal Revenue Code of 1986.

22. **Termination by Superintendent**: SUPERINTENDENT may unilaterally terminate this Agreement by providing written notice to the Board.

If SUPERINTENDENT unilaterally terminates the Agreement after it has been signed by both Parties with more than two hundred ten (210) calendar days' notice to the Board and an effective date at the end of a school year, SUPERINTENDENT shall pay to the Board FIFTEEN THOUSAND AND NO/100 DOLLARS ($15,000.00) to be applied to the costs to the Board of the search to obtain SUPERINTENDENT's successor and/or any interim replacements.

If SUPERINTENDENT unilaterally terminates the Agreement with two hundred ten (210) or fewer calendar days' notice to the Board or with an effective date other than at the end of the school year, SUPERINTENDENT shall pay to the Board, as liquidated damages, THIRTY THOUSAND AND NO/100 DOLLARS ($30,000.00) to be applied to the costs to the Board of the search to obtain SUPERINTENDENT's successor and/or any interim replacements.

The payment of liquidated damages under this Paragraph shall be the Board's exclusive remedy for any claims of breach of this Agreement due to SUPERINTENDENT's unilateral termination. These penalties do not apply if SUPERINTENDENT unilaterally terminates this Agreement due to life-altering health issues for SUPERINTENDENT, his spouse or children residing with him.

23. **Termination or Modification of this Agreement**: During the term of this Agreement, the Board and SUPERINTENDENT may mutually agree, in writing, to terminate or modify this Agreement. No subsequent modification, alteration, amendments, changes or additions to this Agreement shall be binding upon the parties unless reduced in writing and duly authorized and signed by each of the parties.

24. **Medical Examination:** Beginning after July 1, 2025, SUPERINTENDENT shall obtain an annual comprehensive medical examination at the Board's expense during each year of this Agreement. SUPERINTENDENT shall provide to the Board a copy of the examination or a certificate of the physician certifying SUPERINTENDENT's physical competence on a form approved by the Board. However, at any time that the Board believes it is necessary; SUPERINTENDENT may be required to take a comprehensive medical (including

a comprehensive drug screen and blood analysis) and/or psychological examination from a physician identified by the Board, at the sole expense of the Board and on a form approved by the Board.

25. **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 registered or certified mail, addressed:

If to SUPERINTENDENT, to:

Dr. Kurt Rohlwing
[Last known address on file with Business Office]

If to the Board, to:

Kaneland Community Unit School District 302
47W326 Keslinger Road
Maple Park, IL 60151
Attn: School Board President

SUPERINTENDENT will provide the Board President with any changes in address during the term of this Agreement.

26. Miscellaneous:

26.1 This Agreement has been executed in Illinois and shall be governed in accordance with the laws of the State of Illinois in every respect.

26.2 Paragraph headings and numbers have been inserted for convenience or reference only, and if there shall be any conflict between any headings or numbers and the text of this Agreement, the text shall control.

26.3 This Agreement may be executed in one or more counterparts, each of which shall be considered an original, and which taken together shall be considered one and the same instrument.

26.4 If any provision of this Agreement is deemed invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of all other provisions of this Agreement shall not be impaired or affected without the mutual Agreement of Superintendent and the Board.

26.5 This Agreement contains all of the terms agreed upon by the parties with respect to the subject matter of this new Agreement and supersedes all prior agreements, arrangements, and communications between the parties concerning such subject matter whether oral or written.

By: _____
Superintendent

By: _____
President, Board of Education
Kaneland Community Unit School District No. 302

ATTEST:

_____
Secretary, Board of Education
Kaneland Community Unit School District No. 302

EXHIBIT A – GOALS AND INDICATORS

1. Annually, SUPERINTENDENT, with the assistance of his administrative team, shall (1) evaluate student performance, including, but not limited to, student performance on standardized tests, successful completion of the curriculum, and attendance and drop-out rates; (2) review the curriculum and instructional services; (3) review school finances; and (4) report to the school board on his findings as to (a) student performance and (b) his recommendations, if any, for curriculum or instructional changes as a result of his evaluation of student performance.

2. SUPERINTENDENT shall work to increase the academic success of students on the Illinois Assessment of Readiness in the areas of math and reading.

3. SUPERINTENDENT shall work to increase the academic success of students with disabilities.

4. SUPERINTENDENT shall work to increase the successful participation of students in Advanced Placement and/or dual credit courses.

5. SUPERINTENDENT shall work to increase the revenues received by the district through grant funded opportunities.

6. SUPERINTENDENT shall work to increase community engagement.