

# SUPERINTENDENT'S EMPLOYMENT CONTRACT (2019-2024)

AGREEMENT made this 1st day of April, 2019, between the BOARD OF EDUCATION OF DOWNERS GROVE GRADE SCHOOL DISTRICT NO. 58, DU PAGE COUNTY, ILLINOIS ("the Board") and Dr. Kevin B. Russell ("the Superintendent").

## A. EMPLOYMENT AND COMPENSATION

1. **Salary and Term of Employment.** The Board hereby employs the Superintendent for a multi-year period of five (5) years, commencing on July 1, 2019, and terminating on June 30, 2024. The annual base salary of the Superintendent for the 2019-2020 contract year is \$215,000.00. In subsequent contract years, the annual base salary of the Superintendent will be calculated by increasing the Superintendent's then-current salary by the percentage increase of the annual Consumer Price Index (CPI) used under the *Property Tax Extension Limitations Law* for the levy for the prior year, provided said increase shall not be less than 2.0% nor greater than 4.0%. Each contract year, the base salary shall be increased by an additional merit increase of 1.5%. As used in this contract, the term "contract year" refers to the period between July 1 and June 30. Salary shall be payable in equal installments in accordance with the rules of the Board governing payments of other administrative staff members in the District. The Superintendent hereby accepts employment upon the terms and conditions set forth below.

2. **Teachers' Retirement System and Health Insurance Security Fund.** In addition to the annual salary stated in paragraph A.1 of this contract, the Board shall pay on behalf of the Superintendent to the State of Illinois Teachers' Retirement System (TRS) and the Teacher Health Insurance Security Fund (THIS) the Superintendent's required contributions on creditable earnings established at the time of entering into this contract (i.e., 9.0% TRS and 1.24% THIS) to said pension system and health fund. The Superintendent shall not have any right or claim to said amounts, except as they may become available at the time of retirement or resignation from the TRS and the THIS. 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 TRS and THIS, and further acknowledge that such contributions are made as a condition of employment to secure the Superintendent's future services, 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 and 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.

3. **Creditable Earnings.** The parties hereby agree that the Board makes no representations regarding the creditable earnings status with respect to any compensation received

by the Superintendent pursuant to the terms of this contract. Any and all determinations regarding creditable earnings, creditable service, and related TRS issues shall be made by TRS and, where applicable, a court of competent jurisdiction.

## **B. CONDITIONS OF EMPLOYMENT**

1. **Professional Educator License.** During the term of this contract, the Superintendent shall hold and maintain a valid and properly registered professional educator's license and endorsements issued by the Illinois State Educator Preparation and Licensure Board qualifying him to act as Superintendent of the School District.

2. **Employment Representations.** The Superintendent represents that he is not under contract with any other school district for any portion of the term covered by this contract. The Superintendent further represents that all information provided to the District in the process of application for employment was true and complete.

3. **Medical Examination.** As a required condition of employment for new employees, and prior to commencing duties under this contract, the Superintendent shall submit to a physical examination by a physician licensed in Illinois to practice medicine and surgery in all its branches, and shall provide the Board with evidence of physical fitness to perform duties assigned and freedom from communicable disease pursuant to Section 24-5 of the *School Code*. The Superintendent shall further submit, at Board expense, to a physical or mental examination by a physician licensed in Illinois to practice medicine and surgery in all its branches whenever the Board deems such examination necessary and in accordance with applicable law. As a condition of employment, the Superintendent also agrees to comply with all health requirements established by law.

4. **Waiver of Tenure.** The Superintendent acknowledges that, pursuant to the *School Code*, he waives any right to tenure in the School District by virtue of entering into this multi-year contract and any multi-year extension thereof.

5. **Criminal Background Investigation.** As a required condition of employment for new employees, the Superintendent shall authorize a criminal background investigation by the Board, pursuant to the *School Code*, and a DCFS Child Abuse Registry background investigation. The Superintendent acknowledges that this contract is contingent upon the Board deeming acceptable the results of the criminal background investigation, the DCFS Child Abuse Registry check, a Statewide Sex Offender Database check, and a Statewide Murderer and Violent Offender Against Youth Database check. The Superintendent understands that the Board has relied on the information the Superintendent provided to the District in the application process in making its decision concerning employment and that the Board reserves the right to terminate this contract in the event any information the Superintendent provided to the District during the application process is untrue, inaccurate, or demonstrably incomplete.

## C. BENEFITS

1. **Automobile Allowance and Expenses.** The Board will provide the Superintendent with a monthly allowance in the amount of One Hundred Twenty-Five Dollars (\$125.00) in lieu of in-District transportation expenses incurred in the performance of District business. The Superintendent's transportation expenses for out-of-District automobile use for District business shall be reimbursed at the mileage rate established by the Internal Revenue Service. The automobile allowance shall be provided separately from and in addition to the Superintendent's salary and is intended to be reasonably calculated not to exceed the anticipated expenditures of the Superintendent for transportation. Appropriate itemization and substantiation of all allowable expenses incurred pursuant to this provision shall be made by the Superintendent in accordance with the regulations of the *Internal Revenue Code* and provided to the District Business Office annually. If in any year the allowance provided by the Board exceeds the allowable expenses incurred by the Superintendent, he shall return the excess amount within a reasonable period of time in accordance with the regulations of the *Internal Revenue Code*.

2. **Reimbursement of Business Expenses.** The Board shall reimburse the Superintendent in accordance with District procedures for reasonable monthly expenses incurred in the performance of his duties. Itemization shall be made by the Superintendent of all expenses incurred, subject to the Board's expense reimbursement policy and procedures.

3. **Insurance.** The Board will provide the Superintendent with the following Board-paid benefits, subject to the Administrator meeting the eligibility requirements of any District plan or policy currently in effect:

- a. Full individual and family coverage for hospitalization/major medical insurance, and dental and vision insurance, as provided under any group program effective in the District and applicable to administrators, provided that the Superintendent will make the monthly premium contributions applicable to District administrators. If, at any time during the term of this contract, the Board's payment of insurance premiums is deemed to constitute a discriminatory or otherwise impermissible benefit under law or regulation or other official guidance subjecting the Board or Administrator to potential penalties or increased tax payments, then the Board may, in its discretion, determine to decrease its payment for such insurance and make a corresponding increase in the Administrator's salary or other compensation to offset the cash value of the reduction in such insurance premium benefit.
- b. Long-term disability insurance coverage as provided under any group program effective in the District, subject to all eligibility conditions of the carrier;
- c. Liability indemnification and protection, as provided under the District's liability insurance policies;

- d. Term life insurance in the amount of \$250,000, subject to all eligibility conditions of the District's group program carrier; and
- e. An annual physical exam at a cost not to exceed \$500.00 coordinated with the District's insurance deductible, subject to the Superintendent providing evidence of completion as required of all administrators.

If the provision of insurance contemplated by this contract could result in the Board being obligated to pay a penalty, excise tax, or other fee due to changes and/or interpretations of the *Internal Revenue Code* or other laws affecting the provision of insurance benefits, or rules and regulations thereunder, the Board may convert its contribution toward the insurance benefit to another form of compensation or benefit to the extent necessary to avoid the imposition of a penalty, excise tax, or fee. In the event the Board makes such a determination, the Board shall collaborate with TRS so as to avoid the loss of creditable earnings to the extent permitted by law and to the extent a penalty to the Board does not result. The Board's action to convert a benefit under this paragraph shall be in implementation of this provision of this contract and shall not constitute or require an amendment to this contract.

4. **Vacation.** The Superintendent shall be entitled to a paid vacation of twenty-five (25) working days in each contract year. Any vacation time in excess of three (3) consecutive school days shall be mutually agreed upon by the Board and the Superintendent. Vacation time may accumulate to a maximum of twenty-five (25) working days; any unused vacation days beyond twenty-five (25) shall be lost and not available for future use or payment at the time of the Superintendent's departure from the District. However, each contract year, the Superintendent may exchange a maximum of seven and a half (7.5) unused vacation days for payment at the Superintendent's then-per diem rate in lieu of using said unused vacation days. The Superintendent shall also be entitled to all legal and school holidays as designated on the District calendar. Winter, Spring, and Summer recess periods are working days unless specifically scheduled and credited toward the vacation days listed above. If the Board is required by law to pay the Superintendent for any unused, accumulated vacation days at the time of his departure from the District, the parties agree that payment for those days shall be made after the Superintendent's final work day and after receipt of his final paycheck for regular earnings. This payment upon separation is not intended to be creditable earnings for TRS purposes.

5. **Sick, Personal, and Other Leaves.** The Superintendent shall be granted sick leave, as defined in Section 24-6 of the *School Code*, in the amount of the normal annual allotment afforded to teachers under the collective bargaining agreement (e.g., currently fifteen (15) working days per contract year). Unused sick leave days may accumulate to a maximum of 355 days. On July 1, 2019, the Board shall grant the Superintendent a one-time additional grant of thirty (30) sick leave days, which shall be immediately available for use. The Superintendent shall also be afforded two (2) days of personal leave each contract year without loss of pay. Personal leave may accumulate to three (3) days, with one (1) unused personal leave day carried over for use only in the next contract year. In addition, the Superintendent shall be entitled to bereavement and religious holiday leave and other leaves of absence as afforded to all administrators in the District.

6. **Professional Organizations.** The Superintendent shall be reimbursed for dues and membership fees to the following professional organizations: American Association of School Administrators and the Illinois Association of School Administrators.

7. **Professional Meetings Attendance.** The Superintendent is expected to attend appropriate professional meetings at the local and state levels and, subject to prior Board approval, at the national level. All reasonable expenses incurred shall be paid by the Board in accordance with the District's travel expense reimbursement policy, if applicable, and applicable law.

8. **Annuities and Deferred Compensation.** From the annual salary stated in paragraph A.1 of this contract, the Superintendent may (1) annually defer compensation pursuant to and in accordance with the terms of an eligible deferred compensation plan as described in Section 457(b) of the *Internal Revenue Code* and the Board's 457(b) plan if such plan is adopted by the Board, and/or (2) authorize a salary reduction in order that the Board may purchase a 403(b)-eligible product for the Superintendent as described in Section 403(b) of the *Internal Revenue Code* and in the District's 403(b) Plan if offered, provided that the Superintendent confirms that any such deferrals or reductions are within *Internal Revenue Code* limitations.

9. **Civic Organizations.** 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.

10. **Other Benefits.** The Board shall provide the Superintendent with an optional benefit allowance of Seven Hundred Fifty Dollars (\$750.00) annually that may be used for professional dues, additional life insurance, and/or other optional benefits as commonly extended to other administrative personnel.

#### **D. POWERS AND DUTIES**

1. **Duties.** The Superintendent shall have charge of the administration of the schools under the direction of the Board; he shall be the chief executive officer and the chief financial officer for the Board; he shall recommend the selection, retention and dismissal of, and direct and assign, teachers and other employees of the School District under his supervision; he shall organize and direct the administrative and supervisory staff; he 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; he shall direct the keeping of all records and accounts, and aid in the making of all reports, as required by the Board; he shall recommend rules, regulations, and procedures deemed necessary for the welfare of the School District; and, in general, shall perform all other duties established in his job description, or incident to the office of the Superintendent as the Board may delegate to him, or as required by law. The Superintendent shall be responsible for and deemed to have knowledge of all of the policies and procedures established by the Board and shall comply with their requirements.

During the term of this Contract, the Board, in its sole discretion, may assign alternate duties to and/or transfer the Superintendent to another position in the District, provided the Superintendent's term of contract, salary, and benefits afforded under this Contract are not reduced.

2. **Extent of Service.** The Superintendent shall devote his entire time, attention, and energy to the business of the School District and related professional activities. With the permission of the Board President, the Superintendent may attend university courses, seminars, or other professional growth activities; serve as a consultant to another district or educational agency for a short-term duration without loss of salary; lecture; and engage in writing activities and speaking engagements. The Superintendent may not jeopardize the functioning of the School District by any lengthy and conspicuous absence for such professional activities.

3. **Performance Goals and Indicators.** In accordance with the requirements of the *School Code*, the parties agree that the following performance goals for the Superintendent have been established with respect to student performance and academic improvement, including the indicators listed beneath the goals that shall be used by the Board to measure the Superintendent's performance:

Goal 1. The Superintendent shall direct the efforts of the administration and staff in focusing on learning, as measured by the following indicators:

a. Continue the work of the Curriculum Council, Professional Learning Council, and Instructional Model Review Council, making meaningful progress toward completion of the objectives stated in Strategic Goal 1 of the District's Strategic Plan.

Goal 2. The Superintendent shall direct the efforts of the administration and staff in connecting the community, as measured by the following indicators:

a. Continue the work of the Resources Review Council, Superintendent's Community Advisory Council, Superintendent's Staff Communications Council, Communications Feedback Council, making meaningful progress toward completion of the objectives stated in Strategic Goal 2 of the District's Strategic Plan.

Goal 3. The Superintendent shall direct the efforts of the administration and staff in securing the future, as measured by the following indicators:

a. Continue the work of the Facility Planning Council and the Financial Advisory Committee, making meaningful progress toward completion of the objectives stated in Strategic Goal 3 of the District's Strategic Plan.

The Board shall determine whether the Superintendent has met the performance goals above using the criteria described in the goals themselves, as well as Board members' own judgment as to whether the Superintendent has exhibited the leadership, guidance, and effort

needed to achieve the goals. The Board shall issue its determination in writing and present it to the Superintendent.

The Board reserves the right, with input from the Superintendent, to modify or replace the performance goals and indicators in any contract year and/or to establish additional annual goals for the Superintendent that are not intended to be performance goals within the meaning of the *School Code*.

#### **E. RENEWAL, EXTENSION, AND AMENDMENT OF CONTRACT**

1. **Non-Renewal.** Notice of intent not to renew this contract shall be given to the Superintendent by the Board by February 1 of the year in which the contract expires. Said notice shall be in writing and state the specific reason for non-renewal. Failure to provide timely notice of non-renewal shall extend this contract for one (1) additional year. The Superintendent shall notify the President and Secretary of the Board by January 1 of the year in which the contract expires that failure of the Board to give the Superintendent said notice of intent not to renew shall extend this contract for one (1) additional year. The failure of the Superintendent to give the required reminder notice to the Board shall waive the obligation of the Board under this paragraph to give its notice of intent by February 1. Within ten (10) days after receipt of a notice of intent not to renew this contract, the Superintendent may request a closed session hearing on the dismissal.

2. **Renewal and Extensions.** Prior to the end of any year of this contract, the Board and Superintendent may mutually agree to renew or extend the employment of the Superintendent for a multi-year period, provided that the performance goals and indicators set forth in paragraph D.3 of this contract have been met. In such event, the Board shall take specific action to discontinue this contract and enter into a new multi-year contract of employment.

3. **Amendment.** Other than provided herein, any salary or other adjustment or modification made during the life of this contract shall be in the form of a written amendment and shall become a part of this contract, but 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.

#### **F. TERMINATION**

1. **Grounds for Termination.** This employment contract may be terminated during its term by:

- a. Mutual agreement;
- b. Permanent disability (inability to perform essential job functions with or without accommodation);
- c. Discharge for cause; or
- d. Death of the Superintendent.

2. **Cause.** Discharge for cause shall be for any conduct, act, or failure to act by the Superintendent that, in the sole discretion of the Board, is detrimental to the best interests of the School District. Reasons for discharge for cause shall be given in writing to the Superintendent, who shall be entitled to notice and a hearing before the Board to discuss such causes. If the Superintendent chooses to be accompanied by legal counsel, he shall bear any costs involved with this representation. The Board hearing shall be conducted in executive session.

If the Board and the Superintendent enter into a severance agreement in resolution of a dispute under this subparagraph F.2, the salary and any benefits provided for in such agreement shall be limited to twenty (20) weeks from the date of termination in accordance with the Illinois Government Severance Pay Act (the "Act"). No such salary and benefits shall be provided by the Board if the termination is for misconduct as defined in the Act.

3. **Effect of Termination.** Upon termination of this contract, no further compensation or benefits shall be paid to the Superintendent or any third party on his behalf, unless otherwise provided by law and/or an agreement of the parties. This provision does not restrict the right of beneficiaries of the Superintendent to receive compensation or benefits for which they may be eligible under any District insurance policy or plan provided under the terms of this contract.

## **G. EVALUATION**

The Board and Superintendent agree that annually they shall mutually discuss and evaluate their working relationship, rapport, and understanding. By July 1 of each year of the contract, the Superintendent's performance shall be appraised by the Board and a written evaluation of that performance given to the Superintendent, except that, in the last year of this contract, the Superintendent shall also be evaluated in January. As required under the *School Code*, the Board shall evaluate the Superintendent in his administration of school board policies and his stewardship of the assets of the District. The Superintendent's progress toward and attainment of the performance goals set forth in paragraph D.3 of this contract may also be assessed. After such evaluation, the parties may schedule a meeting to review the evaluation and determine, if necessary, the terms and conditions of, and the performance goals for, the continued future employment of the Superintendent.

## **H. MISCELLANEOUS**

1. Any notice required to be given under this contract shall be deemed sufficient if it is in writing and sent by mail to the last known residence of the Superintendent or the President of the Board.
2. This contract has been executed in Illinois and shall be governed in accordance with the laws of the State of Illinois in every respect.



