

CHIEF OPERATIONS OFFICER EMPLOYMENT CONTRACT (2022–2024)

AGREEMENT made this 14th day of June, 2022, between the **BOARD OF EDUCATION OF TOWNSHIP HIGH SCHOOL DISTRICT NO. 113, LAKE COUNTY, ILLINOIS**, hereinafter referred to as the "Board," and **BRIAN AHMER**, as Chief Operations Officer, hereinafter referred to as the "Chief," and hereinafter collectively referred to as the "Parties," the Board having reviewed and determined that the Chief has met the performance goals set forth in the prior multi-year 2020-2023 Employment Contract. This Chief Operations Officer Employment Contract ("Contract") hereby replaces and supersedes any contract of employment currently in effect between the Parties as of the commencement date of this Contract as such date is set forth below in paragraph A.1. As such, the employment contract between the Parties dated March 16, 2020, is hereby terminated as of the commencement date of this Contract.

A. EMPLOYMENT AND COMPENSATION

1. Salary and Term of Employment. The Board hereby employs the Chief for a multi-year period commencing on July 1, 2022, and terminating on June 30, 2024. For the 2022-2023 Contract Year, the Board shall pay the Chief an annual salary of One Hundred Eighty Thousand Three Hundred Fifty-Three Dollars (\$180,353.00). The Chief's annual salary for the remaining Contract Years under this Contract shall be determined solely by the Board and shall be based upon the Chief's performance; however, said salary for the remaining Contract Years shall not be set at an amount that is less than the Chief's prior year's annual salary.

The Chief's salary shall be payable in equal installments in accordance with the rules of the Board governing payments of other administrative staff members in the School District. The term "Contract Year" shall refer to each period under this Contract commencing on July 1 and ending on June 30. The Chief hereby accepts employment upon the terms and conditions hereinafter set forth.

2. Illinois Municipal Retirement Fund. In addition to the annual salary stated in paragraph A.1 of this Contract, the Board shall pay on behalf of the Chief to the Illinois Municipal Retirement Fund ("IMRF") the Chief's required member contributions to said fund. The Chief 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 IMRF. Both Parties acknowledge that the Chief did not have the option of choosing to receive the contributed amounts directly, instead of having such contributions paid by the Board to the IMRF and further acknowledge that such contributions are made as a condition of employment to secure the Chief's future services, knowledge and experience.

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

B. CONDITIONS OF EMPLOYMENT

1. **Medical Examinations.** The Chief shall 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. Such examination shall be performed by a physician designated by the Board, unless required by law to be performed by a physician designated by the Chief. Subject to any applicable legal requirements, the Chief shall authorize and direct the examining physician to provide the Board with a written report or reports of any such examinations and of opinions the physician may form therefrom, as well as other information pertaining to such examination or opinions, whether written or oral, as the Board may require. As a condition of employment, the Chief also agrees to comply with all health requirements established by law.

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

3. **Compliance with Law.** The Chief shall comply with all rules, regulations and orders of the Board and all provisions of the *School Code* and all other relevant local, state, and federal laws and statutes.

C. BENEFITS

1. **Insurance.** The Board will provide the Chief with the following Board-paid benefits:

- a. 100% Board-paid single or 76% Board-paid family hospitalization/medical insurance and dental insurance, as provided under any group program effective in the District;
- b. Disability insurance in accordance with the District's insurance policy;
- c. Liability insurance, as provided to other administrators in the District; and
- d. Term life insurance, in the amount equal to three times (3x) the Chief's annual salary as stated in Paragraph A.1 rounded to the nearest one-thousand up to a maximum of \$500,000.00 and in accordance with the District's insurance policy.

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 the Director to potential penalties, fees, employee benefit plan failures 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 Chief's salary

or other compensation to offset the cash value of the reduction in such insurance premium benefit.

2. **Reimbursement of Business Expenses.** The Board shall reimburse the Chief for reasonable monthly expenses incurred in the performance of his duties. Substantiation of all expenses incurred pursuant to this provision shall be made by the Chief in accordance with the regulations of the *Internal Revenue Code*, as amended, and the Board's expense reimbursement policies.

3. **Vacation.** The Chief shall be entitled to a paid vacation of twenty-five (25) working days in each Contract Year provided, however, that the Chief shall provide the Superintendent with prior advanced notice before utilizing vacation days and that any vacation time in excess of five (5) consecutive school days shall be mutually agreed upon by the Superintendent and Chief. Vacation must be taken within the Contract Year or will be lost and unavailable for use or payment, provided, however, that up to half of the vacation days may be carried over to the subsequent Contract Year should there be one. Any days carried over must be used by the Chief by December 31 of that immediately following Contract Year or shall be lost and no longer available for use or payment. The Chief shall also be entitled to all legal holidays. 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 Chief shall be granted sick leave, as defined in Section 24-6 of the *School Code*, of twenty five (25) working days for the Contract Year.

5. **Personal Leave.** The Chief shall be granted three (3) personal leave days per Contract Year for the purpose of conducting personal business that cannot be done outside of school hours. Personal leave days shall not be used as sick leave and shall not accumulate.

6. **Professional Meetings Attendance.** The Chief is expected to attend appropriate professional meetings at the local and state levels and, subject to prior Board/Superintendent approval, at the national level. All reasonable expenses incurred shall be paid by the Board in accordance with and subject to the Board's travel and expense policies.

7. **Annuities and Deferred Compensation.** From the annual salary stated in paragraph A.1 of this Contract, the Chief 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* if 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 Chief as described in Section 403(b) of the *Internal Revenue Code*, in accordance with the Board's 403(b) Plan if offered, and provided that the Director confirms that any such deferrals and/or reductions are within *Internal Revenue Code* limitations.

8. **Other Benefits.** The Parties acknowledge and agree that the benefits set forth in this Contract constitute the entire benefits package provided to the Chief by the Board and no other benefits, whether established by Board policy or other procedure, shall apply unless required by law or otherwise agreed to by the Parties in writing.

D. POWERS, DUTIES AND GOALS

1. **Responsibilities and Duties.** The Chief as directed in his job description, shall assist the Superintendent in the administrative operation and management of the School District with respect to facilities management. The Chief shall also assume any additional administrative responsibilities and duties that may be assigned, under the supervision and direction of the Superintendent and in accordance with the laws of the State of Illinois and the policies, rules and regulations of the Board, for the planning, operation and evaluation of the educational program of the District. The Chief shall be responsible for, and deemed to have knowledge of, all of the policies, rules and regulations established by the Board and shall comply with their requirements.

2. **Transfer.** During the term of this Contract, the Chief may be transferred to another position if it is in the best interests of the Board as determined by the Board in its sole discretion and the Chief's salary and benefits provided under this Contract are not reduced.

3. **Extent of Service.** The Chief shall devote his entire time, attention, and energy to the business of the School District and related professional activities. With the permission of the Superintendent, the Chief 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 Chief may not jeopardize the functioning of the School District by any lengthy and conspicuous absence for such professional activities.

4. **Performance Goals and Indicators.** The Parties acknowledge and agree that this Contract is intended to and shall be a performance-based multi-year contract of employment under and pursuant to 105 ILCS 5/10-23.8a. Annually, the Chief shall assist the Superintendent to (a) evaluate the student performance in relationship to facilities maintenance, which shall include but not be limited to student performance on standardized tests, completion of the curriculum, attendance and dropout rates; (b) review the curriculum and instructional services of the District with regard to maintenance and improvement in facilities; and (c) report to the Board his findings as to (i) student performance and (ii) recommendations, if any, for curriculum or instructional or facilities changes as a result of his evaluation of student performance. The presentation of the report shall constitute the achievement of the goals and indicators of student performance and academic improvement as required by this Contract and as may be required under Section 23.8a of the *School Code*.

The Superintendent or designee shall determine whether the Chief has met the performance goals using the criteria described in the goals themselves, as well as Superintendent's own judgment as to whether the Chief has exhibited the leadership, guidance and effort needed to achieve the goals. The Superintendent or designee shall make this determination after an evaluation of the Chief. The Superintendent or designee shall issue a determination in writing and present it to the Chief during the annual evaluation required under paragraph E of this Contract.

The Parties acknowledge that the action to incorporate additional performance goals into this Contract shall be in implementation of this provision of this Contract and shall not constitute or require an amendment to this Contract.

E. EVALUATION

During the term of this Contract, the Chief shall be evaluated by the Superintendent or designee in accordance with the District's practice. One copy of the written evaluation shall be included in the Director's personnel file and one copy shall be provided to the Chief. The Chief's progress toward and attainment of the performance goals set forth in paragraph D.4 of this Contract will 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 Chief.

F. RENEWAL, EXTENSION AND AMENDMENT OF CONTRACT

1. **Renewal.** At the end of this Contract, the Board and Chief may mutually agree to renew the employment of the Chief upon such terms and conditions as they may mutually agree. In such event, the Board shall take specific action to enter into a new contract of employment with the Chief.

2. **Extension.** Prior to the end of any year of this Contract, the Board and Chief may mutually agree to extend the employment of the Chief for a single or multi-year period, provided that the performance goals and indicators set forth in paragraph D.4 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. **Non-Renewal.** In the event the Board determines not to extend the employment of the Chief, this Contract shall expire at the end of the term set forth in paragraph A. 1. The Chief shall receive notice of intent not to renew his employment in accordance with the requirements of the *School Code*.

4. **Amendment.** 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 Chief or as an extension of the termination date of this Contract.

G. 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.

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

H. TECHNICAL CLAUSES

1. **Applicable Law.** This Contract has been executed in Illinois and shall be governed in accordance with the laws of the State of Illinois in every respect.

2. **Headings and Numbers.** Paragraph 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 Contract, the text shall control.

3. **Complete Understanding.** This Contract contains all the terms agreed upon by the Parties with respect to the subject matter of this Contract and supersedes all prior contracts, agreements, arrangements and communications between the Parties concerning such subject matter.

4. **Counterparts.** This Contract 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.

5. **Policy Amendments.** 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 restrictions contained in the *School Code* and other applicable law.

6. **Severability.** If any 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 Contract shall continue to have its intended full force and effect.

7. **Advice of Counsel.** Both Parties have had the opportunity to seek the advice of counsel.

8. **Notice.** 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 Chief or the President of the Board.

IN WITNESS WHEREOF, the parties have executed this Contract this 14th day of June, 2022, upon formal approval by the Board at a duly convened meeting held this same date.

**CHIEF OPERATIONS
OFFICER**

**BOARD OF EDUCATION
TOWNSHIP HIGH
SCHOOL DISTRICT NO. 113,
LAKE COUNTY, ILLINOIS**

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