

**ASSISTANT SUPERINTENDENT
OF STUDENT SERVICES
EMPLOYMENT CONTRACT
(2021- 2024)**

AGREEMENT made this 8th day of March, 2021, between the **BOARD OF EDUCATION OF TOWNSHIP HIGH SCHOOL DISTRICT NO. 113, LAKE COUNTY, ILLINOIS**, hereinafter referred to as the "Board," and **TIFFANY ROWE**, as the Assistant Superintendent of Student Services, hereinafter referred to as the "Assistant Superintendent," and hereinafter collectively referred to as the "Parties," the Board having reviewed and determined that the Assistant Superintendent has met the performance goals set forth in the prior multi-year 2018-2021 Employment Contract.

A. EMPLOYMENT AND COMPENSATION

1. Salary and Term of Employment. The Board hereby employs the Assistant Superintendent for a multi-year period commencing on July 1, 2021, and terminating on June 30, 2024, at an annual salary of ONE HUNDRED AND EIGHTY FIVE THOUSAND THREE HUNDRED AND NINETY NINE DOLLARS (\$185,399.00) for the 2021-2022 Contract Year. The Assistant Superintendent'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 District. The Assistant Superintendent's annual salary for the remaining Contract Years under this Contract shall be determined solely by the Board. The term "Contract Year" shall refer to the period of July 1 through June 30. The Assistant Superintendent hereby accepts employment upon the terms and conditions hereinafter set forth.

Notwithstanding the foregoing, total compensation constituting creditable earnings for purposes of the Teachers' Retirement System of Illinois ("TRS") payable to the Assistant Superintendent under this Contract in any Contract Year shall not exceed the creditable earnings paid to the Assistant Superintendent in the prior Contract Year by more than 6%. Should the terms of this Contract result in a payable amount in excess of a 6% increase in the Assistant Superintendent's TRS creditable earnings in any Contract Year, the Board reserves the right to adjust the annual salary set forth in this Section or other creditable earnings to the extent necessary to eliminate such excess payment.

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 Assistant Superintendent to the TRS and the Teachers' Health Insurance Security Fund ("THIS") the Assistant Superintendent's required contributions to said pension system and health fund. The Assistant 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 Assistant 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 Assistant Superintendent'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 Assistant 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 Assistant Superintendent shall hold and maintain a valid and properly registered license issued by the Illinois State Teacher Board of Education, as well as the necessary endorsements qualifying her to act as an Assistant Superintendent in the School District. The Assistant Superintendent shall also keep current her attendance at required state Assistant Superintendent Academy workshops and shall satisfy other license renewal and prequalification requirements necessary to enable her to legally supervise and evaluate licensed staff members.

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

3. **Medical Examination.** The Assistant Superintendent 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 Assistant Superintendent. Subject to any applicable legal requirements, the Assistant Superintendent 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 Assistant Superintendent also agrees to comply with all health requirements established by law.

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

C. BENEFITS

1. **Reimbursement of Business Expenses.** The Board shall reimburse the Assistant Superintendent for reasonable monthly expenses incurred in the performance of her duties. Substantiation of all expenses incurred pursuant to this provision shall be made by the Assistant

Superintendent in accordance with the regulations of the *Internal Revenue Code*, as amended.

2. Insurance The Board will provide the Assistant Superintendent with the following 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 an amount equal to three (3) times the Assistant Superintendent's annual salary as stated in Paragraph A.1 up to a maximum of \$500,000.00.

3. Vacation. The Assistant Superintendent shall be entitled to a paid vacation of twenty-five (25) working days in each Contract Year, provided, however, that any vacation time in excess of five (5) consecutive school days shall be mutually agreed upon by the Superintendent and the Assistant Superintendent. With the exception of the final Contract Year of this Contract, up to half of the vacation days granted in a Contract Year may be carried over for use in the following Contract Year. However, such carried over days shall expire on December 31 of such Contract Year if not used. Any unused vacation days not carried over shall expire at the end of the Contract Year during which the days were granted. The Assistant Superintendent shall also be entitled to all legal school 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 Assistant Superintendent shall be granted sick leave, as defined in Section 24-6 of the *School Code*, equivalent to the normal annual allotment of sick days afforded to licensed professional staff.

5. Personal Leave. The Assistant Superintendent shall be granted three (3) personal leave days during each Contract Year. The Assistant Superintendent's use of personal leave days is subject to the approval of the Superintendent. Personal leave days shall not convert to sick leave and shall not accumulate.

6. Professional Organizations. Subject to prior approval of the Superintendent, the Assistant Superintendent shall be reimbursed for all dues and membership fees to a reasonable number of professional organizations.

7. Professional Meetings Attendance. The Assistant Superintendent is expected to attend appropriate professional meetings at the local and state levels, and, subject to prior Superintendent approval, at the national level. All reasonable expenses incurred shall be paid by the Board.

8. **Local Civic and Fraternal Group Participation.** The Assistant 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.

9. **Annuities and Deferred Compensation.** From the annual salary stated in paragraph A.I of this Contract, the Assistant 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* 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 Assistant Superintendent 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 Assistant Superintendent confirms that any such deferrals and/or reductions are within *Internal Revenue Code* limitations.

10. **Tuition Reimbursement.** The Board shall reimburse the Assistant Superintendent a maximum of One Thousand Eight Hundred Dollars (\$1,800.00) per Contract Year for tuition reimbursement. Substantiation of all expenses incurred pursuant to this provision shall be made by the Assistant Superintendent.

11. **Other Benefits.** The Parties acknowledge and agree that the benefits set forth in this Contract constitute the entire benefits package provided to the Assistant Superintendent 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.** Duties and responsibilities of the Assistant Superintendent shall be those incidental to the office of the Student Support Services, those imposed by the laws of the State of Illinois and those duties contained in policies, rules, and regulations of the Board, which may be amended from time to time and other duties as may be assigned from time to time to the Assistant Superintendent by the Board or the Superintendent. The Assistant Superintendent shall be responsible for all obligations contained in the official job description for the Assistant Superintendent of Student Services. The Board reserves the right to reassign the Assistant Superintendent to different duties during the term of this Contract, without a loss of pay. The Assistant Superintendent shall be responsible for, and deemed to have knowledge of, all of the policies and rules and regulations established by the Board and shall comply with their requirements.

2. **Extent of Service.** The Assistant Superintendent shall devote her time, attention, and energy to the business of the School District and related professional activities. With the permission of the Board, the Assistant 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 Assistant 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.** This Contract is a performance-based contract linked to student performance and academic improvement of the District pursuant to 105 ILCS 5/10-23.8a. Annually, the Assistant Superintendent shall (a) evaluate the student performance, 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; and (c) report to the Superintendent her findings as to (i) student performance and (ii) recommendations, if any, for curriculum or instructional changes as a result of her 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 Section 23.8a of the *School Code*.

The Superintendent shall also determine whether the Assistant Superintendent has met the goals above using criteria described in the goals themselves, as well as the Superintendent's own judgment as to whether the Assistant Superintendent has exhibit leadership, guidance and effort needed to achieve the goals. The Superintendent shall make this determination after an evaluation of the Assistant Superintendent and shall issue the determination in writing and present it to the Assistant Superintendent as part of the evaluation process.

E. EVALUATION

During the term of this Contract, the Assistant Superintendent shall be evaluated by the Superintendent in accordance with the evaluation plan established by the Superintendent. One copy of the written evaluation shall be included in the Assistant Superintendent's personnel file and one copy shall be provided to the Assistant Superintendent. The Assistant Superintendent's progress toward and attainment of the performance goals set forth in paragraph D.3 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 Assistant Superintendent.

F. RENEWAL, EXTENSION, AND AMENDMENT OF CONTRACT

1. **Renewal.** At the end of this Contract, the Board and Assistant Superintendent may mutually agree to renew the employment of the Assistant Superintendent for a multi-year period. In such event, the Board shall take specific action to enter into a new contract of employment with the Assistant Superintendent.

2. **Non-Renewal.** In the event the Board determines not to extend the employment of the Assistant Superintendent, this Contract shall expire on June 30, 2024. The Assistant Superintendent shall receive notice of intent not to renew her employment in accordance with the requirements of the *School Code*.

3. **Extension.** Prior to the end of any year of this Contract, the Board and Assistant Superintendent may mutually agree to extend the employment of the Assistant 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.

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 Assistant Superintendent 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 reasonable 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 Assistant Superintendent that is detrimental to the best interests of the School District. Reasons for discharge for cause shall be given in writing to the Assistant Superintendent, who shall be entitled to notice and a hearing before the Board to discuss such causes. If the Assistant Superintendent chooses to be accompanied by legal counsel, she shall bear any costs therein involved. The Board hearing shall be conducted in executive session.

H. MISCELLANEOUS

1. **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 Assistant Superintendent or the President of the Board.

2. **Governing 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.

3. **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.

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

6. **Effect of Agreement.** This Contract shall inure to the benefit of and be binding upon the Board and its successors and assigns.

7. **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.

IN WITNESS WHEREOF, the Parties have executed this Agreement this 8th day of March, 2021, upon formal approval by the Board at a duly convened meeting held this same date.

ASSISTANT SUPERINTENDENT

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

DocuSigned by:
[Redacted]

Tiffany Rowe

DocuSigned by:
[Redacted]
By: _____
President

ATTEST:

DocuSigned by:
[Redacted]

Secretary