

**ASSISTANT SUPERINTENDENT
CURRICULUM, INSTRUCTION & ASSESSMENT
EMPLOYMENT CONTRACT
(July 1, 2022 - June 30, 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 **DR. MICHAEL LACH** hereinafter referred to as the “Assistant Superintendent,” and hereinafter collectively referred to as the “Parties.” This 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 January 11, 2022, 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 Assistant Superintendent for a multi-year period commencing on July 1, 2022, and terminating on June 30, 2024, at an annual salary of Two Hundred Ten Thousand Seven Hundred and Fifteen Dollars and Zero Cents (\$210,715.00) for the 2022-2023 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 and shall be based upon the Assistant Superintendent’s performance; however, said salary for the remaining Contract Years shall not be set at an amount that is less than the Assistant Superintendent’s prior year’s salary. The Parties acknowledge that the action of setting the Assistant Superintendent’s future annual salary shall be in implementation of this provision of this Contract and shall not constitute or require an amendment to this Contract.

The term “Contract Year” shall refer to the period from July 1 to June 30. The Assistant Superintendent hereby accepts employment upon the terms and conditions set forth in this Contract.

2. Teachers’ Retirement System and Health Insurance Security Fund. In addition to the annual salary amount stated in paragraph A.1 of this Contract, the Board shall pay, on behalf of the Assistant Superintendent, the Assistant Superintendent’s required member contributions on creditable earnings to the State of Illinois Teachers’ Retirement System (“TRS”) and the Teachers’ Health Insurance Security Fund (“THIS”). 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 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. The Assistant Superintendent does not have the right to receive payment for any amounts that would have been contributed to the TRS or THIS by the Board on his behalf had the Assistant Superintendent's required contributions not been limited by TRS or THIS due to the application of the established limit for contributions to the pension plan or due to a refund of an overpayment of contributions because of a decrease in the applicable member rate, if any.

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 a valid and properly registered professional educator license, issued by the Illinois State Board of Education Educator Licensure Division, with the appropriate endorsement qualifying him to serve in the position of Assistant Superintendent for Curriculum, Instruction and Assessment in the School District.

2. **Employment Representations.** The Assistant Superintendent represents that he 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 and the Board reserves the right to terminate this Contract in the event any information the Assistant Superintendent provided to the District during the application process is untrue, inaccurate, or demonstrably incomplete.

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*, 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.

C. **BENEFITS**

1. Reimbursement of Business Expenses. The Board shall reimburse the Assistant Superintendent 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 Assistant Superintendent in accordance with the regulations of the *Internal Revenue Code*, as amended and the Board's expense reimbursement policies and procedures.

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 of three times (3x) the Assistant Superintendent's annual salary as stated in Paragraph A.1 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 Assistant Superintendent to potential penalties, fines, fees, employee benefit plan failures or a new or increased tax or accessible payments, the Board may, in its discretion, determine to modify its payment for such insurance and make a corresponding increase in the Assistant Superintendent's salary or other compensation to offset the diminished cash value, if any, of the change in such insurance premium benefit. The Board's action to modify the insurance benefit and increase another form of compensation under this paragraph shall be in implementation of this provision of this Contract and shall not constitute or require an amendment to this Contract.

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 the Assistant Superintendent 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 the Assistant Superintendent. 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 granted may be carried over to the following Contract Year should there be one. Any days carried over must be used by the Assistant Superintendent by December 31 of that immediately following Contract Year or shall be lost and no longer available for use or payment. 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 per Contract Year for the purpose of conducting personal business that cannot be done outside of school hours. 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.1 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 pursuant to and in accordance with Section 403(b) of the *Internal Revenue Code* and the terms of 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 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 AND DUTIES

1. **Responsibilities and Duties.** The Assistant Superintendent, as directed in his job description, shall assist the Superintendent in the administrative operation and management of the School District. The Assistant Superintendent shall also assume any additional administrative responsibilities and duties as 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 Assistant Superintendent 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 Assistant Superintendent may be transferred to another licensed position if it is in the best interests of the Board as determined by the Board in its sole discretion and the Assistant Superintendent's salary and benefits provided under this Contract are not reduced.

3. **Extent of Service.** The Assistant Superintendent shall devote his time, attention, and energy to the business of the School District and related professional activities. With the permission of the Superintendent, 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.

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 Assistant Superintendent shall: (1) review and evaluate student performance, which shall include but not be limited to student performance on standardized tests, completion of the curriculum, attendance and dropout rates; (2) review and evaluate the District's curriculum, instruction and assessment services; and (3) report to the Superintendent on his/her findings as to: (a) student performance, and (b) his recommendations, if any, for curriculum, programmatic and/or assessment changes as a result of his/her review and evaluation of such matters. The presentation of the report shall constitute the achievement of the goals and indicators of student performance and academic improvement as required by Section 10-23.8a of the Illinois *School Code*.

The Superintendent shall determine whether the Assistant Superintendent has met the goals above using the criteria described in the goals themselves, as well as the Superintendent's own judgment as to whether the Assistant Superintendent has exhibited the 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 such 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.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 Assistant Superintendent.

F. RENEWAL 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. 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 his 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, 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.

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 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, he 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. **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.

8. **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.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the Parties have executed this Agreement this 14th day of June, 2022, 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**

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Michael Lach

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ATTEST:

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