

SUPERINTENDENT'S EMPLOYMENT CONTRACT (2022 - 2024)

AGREEMENT made this 28th 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. BRUCE LAW**, hereinafter referred to as the "Superintendent" and hereinafter collectively referred to as the "Parties," the Board having reviewed and determined that the Superintendent has met the performance goals set forth in the prior multi-year employment contract dated February 19, 2019, as extended by the July 13, 2021 Amendment to the Superintendent's Employment Contract for one-year to June 30, 2023. This Superintendent Employment Contract ("Contract") hereby replaces and supersedes any contract of employment and contract amendment 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.

A. EMPLOYMENT AND COMPENSATION

1. Salary and Term of Employment. The Board hereby employs the Superintendent for a multi-year period of two (2) years, commencing on July 1, 2022, and terminating on June 30, 2024, at an annual salary of Two Hundred Eighty-Four Thousand Two Hundred Eighty Dollars and No Cents (\$284,280.00) for the 2022-2023 Contract Year, payable in equal installments in accordance with the rules of the Board governing payments of other administrative staff members in the District.

The Superintendent's annual salary for the remaining Contract Years under this Contract shall be determined solely by the Board after the completion of the Superintendent's annual performance evaluation; however, any adjustment to the Superintendent's annual salary shall not result in a lower salary than paid in the previous Contract Year. The Parties acknowledge that the action of setting the 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.

A Contract Year shall consist of each period from July 1 to June 30 during the term of this Contract. The 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 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 to the pension system and health fund. The Superintendent shall not have any right or claim to these amounts, except as they may become available at the time of retirement or resignation from the TRS and 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. The

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 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 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 license with necessary endorsements as issued by the Illinois State Educator Preparation and Licensure Board qualifying him to act as the Superintendent in 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.** The 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 Superintendent. Subject to any applicable legal requirements, the 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 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.

C. BENEFITS

1. **Automobile Allowance.** The Board shall pay the Superintendent a monthly automobile allowance of Six Hundred Dollars (\$600.00). Such allowance recognizes the duties of the position will require the Superintendent to use his personal vehicle to travel both inside and outside the District's boundaries on District-related business. In addition, the Superintendent shall be reimbursed at the current rate per mile established by the Internal Revenue Service for District-

related business travel that exceeds the distance of fifty (50) miles one way from the District's main office. Substantiation of such mileage shall be made by the Superintendent in accordance with the procedures established by the District's Business Office. The Parties acknowledge that the Board shall not reimburse the Superintendent for any mileage associated with commuting to and from work.

2. **Reimbursement for Business Expenses.** The Board shall reimburse the 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 Superintendent in accordance with the regulations of the *Internal Revenue Code*, as amended. Expenses anticipated to exceed \$1,000, shall be approved in advance by the Board President.

3. **Insurance.** The Board will provide the Superintendent with the following benefits:

- a. 100% Board-paid single or 76% Board-paid family hospitalization/medical insurance and dental insurance, elected by the Superintendent, as provided under any group program effective in the District;
- b. Fully paid disability insurance in accordance with the District's insurance policy;
- c. Fully paid liability insurance, as provided to other administrators in the District; and
- d. Fully paid term life insurance, in the amount of \$500,000, and in accordance with the District's insurance policy.

If, at any time during the term of this Contract, the Board's payment of any insurance premiums or provision of other benefits under this Contract is deemed to constitute a discriminatory or otherwise impermissible benefit under law or regulation or other official guidance subjecting the Board or Superintendent to potential penalties, civil fines, excise taxes, employee benefit plan failures or increased tax payments, then the Board may, in its discretion, determine to decrease its payment for such insurance or benefit and make a corresponding increase in the Superintendent's salary or other compensation to offset the cash value of the reduction in such insurance premium benefit. The Board's action to modify insurance benefits and increase or otherwise change the Superintendent's salary pursuant to this Contract provision 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, provided, however, that the Superintendent shall provide the Board President 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 Board and the 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 may be carried over to the subsequent Contract Year should there be one. Any days carried over must be used by the Superintendent by December 31 of that immediately following Contract Year or shall be lost and no

longer available for use or payment. The Superintendent 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.

5. **Sick Leave.** The 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 the licensed professional staff.

6. **Personal Leave.** The 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. Personal leave days shall not convert to sick leave and shall not accumulate.

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

8. **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 Board Policy. Expenses anticipated to exceed \$1,000, shall be approved in advance by the Board President.

9. **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 state 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 Section 403(b) of the *Internal Revenue Code* and the terms of the Board's 403(b) Plan, if offered, and provided that the Superintendent confirms that any such deferrals and/or reductions are within *Internal Revenue Code* limitations.

In addition, each Contract Year, the Board shall make a non-elective employer contribution to the Section 403(b) eligible product in the annual amount of five thousand dollars (\$5,000.00) payable in equal monthly installments in accordance with the Board's 403(b) Plan and within IRS contribution limitations. Both Parties acknowledge that the Superintendent did not have the option of choosing to receive any of the 403(b) contribution directly or in cash. In addition to the \$5,000.00 stated in this paragraph, the Board shall pay on behalf of the Superintendent to the State of Illinois Teachers' Retirement System and the Teacher Health Insurance Security Fund the Superintendent's required contributions to said pension system and health fund.

10. **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.

11. **Cell Phone.** The Board has determined that, by virtue of his job duties, the Superintendent needs to be immediately reachable by the Board and other District staff in the event of emergencies outside normal work hours and/or when the Superintendent is away from the District

office. Accordingly, the Board will provide the Superintendent with a monthly allowance for use of his personal cell phone of One Hundred Dollars (\$100.00). The Board is providing this phone allowance for a business purpose and not for purposes of compensation of the Superintendent. The Superintendent may use the phone for both District and personal business in accordance with IRS guidelines.

12. Technology. The Board will supply the Superintendent with a laptop computer, personal computer, tablet, and other technology reasonably necessary to perform his duties as Superintendent.

13. Other Benefits. The Parties acknowledge and agree that the benefits set forth in this Contract constitute the entire benefits package provided to the 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. 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 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, he shall perform all other duties 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, rules and regulations and procedures established by the Board and shall comply with their requirements.

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

3.a School Code Performance Goals and Indicators. Annually, the Superintendent, with the assistance of his administrative team, shall: (1) evaluate student performance, including, but not limited to, student performance in standardized tests such as the Illinois Standardized Tests, successful completion of the curriculum, and attendance drop-out rates; (2) review the curriculum and instructional services; and (3) 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. The presentation of the report shall constitute the achievement of the goals and indicators of student performance and academic improvement as required by Section 10-23.8 of the Illinois *School Code*.

3.b Additional Performance Goals. Additionally, each Contract Year, the Board and the Superintendent shall meet and the Board shall establish additional performance goals that the Superintendent will be expected to meet. Such additional performance goals shall be incorporated into this paragraph D.3.b by reference for such Contract Year. The Board shall determine whether the Superintendent has met the performance goals 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 make this determination after an evaluation of the Superintendent. The Board shall issue its determination in writing and present it to the Superintendent during the annual evaluation required under paragraph G of this Contract. The Parties acknowledge that the action to incorporate such 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. RENEWAL, EXTENSION, AND AMENDMENT OF CONTRACT

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

2. Non-Renewal. Notice of intent not to renew this Contract shall be given to the Superintendent by the Board by April 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 in accordance with the *School Code* shall extend this Contract for one (1) additional year. The Superintendent shall notify the President and Secretary of the Board by March 1 of the year in which the Contract expires of the notice requirement under this Contract and that failure of the Board to give the Superintendent notice of intent not to renew in accordance with the *School Code* shall extend this Contract for one (1) additional year. The failure of the Superintendent to give the required reminder notice to the Board under this Contract shall waive the obligation of the Board hereunder to give its notice of intent by April 1 and the obligation of the Board to give any other notice of intent required by the *School Code*. 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.

3. Extensions. Prior to the end of any year of this Contract, the Board and Superintendent may mutually agree to extend the employment of the Superintendent for a period not to exceed the maximum permitted by law, provided that all of the performance goals and indicators set forth in paragraph D.3.a of this Contract have been met. In such event, the Board shall take specific action to discontinue this Contract and enter into a new 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 Superintendent or as an extension of the termination date of this Contract.

F. TERMINATION

1. **Grounds for Termination.** This employment Contract may be terminated 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 shall be for any conduct, act, or failure to act by the Superintendent, which in the reasonable discretion of the Board, are damaging or prejudicial to the School District. The Board's exercise of discretion shall not be arbitrary or capricious. 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 therein involved. The Board hearing shall be conducted in closed session.

G. EVALUATION

The Board and Superintendent agree that at least annually they shall mutually discuss and evaluate their working relationship, rapport, and understanding. 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 be evaluated in February. 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 and/or referenced in paragraphs D.3.a and D.3.b of this Contract shall also be assessed. After such evaluation, the Parties shall 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. **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 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 FOLLOWS

IN WITNESS WHEREOF, the Parties have entered this Agreement this 28th day of June, 2021, upon formal approval by the Board at a duly convened meeting held this same date.

SUPERINTENDENT

DocuSigned by:
[Redacted Signature]
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Dr. Bruce Law

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

DocuSigned by:
[Redacted Signature]
D42F26D00D444A5
President

ATTEST:

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[Redacted Signature]
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Secretary

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