

PERFORMANCE BASED SUPERINTENDENT'S CONTRACT
(July 1, 2016, through June 30, 2020)

THIS AGREEMENT is made by and between the Board of Education (the "Board") of Skokie School District 68, Cook County, Illinois (the "School District") and Dr. James Garwood (the "Superintendent").

This Agreement constitutes a successor administrative performance based employment contract entered into during the term of an existing, predecessor administrative performance based employment contract. In accordance with the provision in 105 ILCS 5/1023.8 of *The Illinois School Code*, the Superintendent and Board confirm and acknowledge that the Superintendent has met the goals and indicators of student performance and academic achievement, as stated in the original, predecessor contract.

The Board and the Superintendent agree as follows:

1. **EMPLOYMENT**. In accordance with the provisions of Section 10-23.8 of *The Illinois School Code* (105 ILCS 5/10-23.8), the Superintendent is hereby employed as Superintendent of Schools of the School District under this contract for the period beginning July 1, 2016, and extending through June 30, 2020. The contract year under this contract is July 1 through the succeeding June 30 of each year.

2. **PERFORMANCE GOALS AND INDICATORS OF STUDENT ACADEMIC IMPROVEMENT**. This is a performance-based contract, the goals of which are set forth in the attached Exhibit 1. Accomplishment of the goals, as may be amended from time to time, will enhance student performance and achieve academic improvement. Along with the evaluation criteria set forth in paragraph 13, a primary measure of the performance and effectiveness of the Superintendent each contract year shall be whether the Superintendent has

accomplished the goals for that contract year and has made adequate progress toward completion of the goals which are to be accomplished in a later contract year, as such goals are set by the Board in consultation with the Superintendent.

By July 31 of each contract year in consultation with the Superintendent, the Board will review and revise, where appropriate, the goals to be accomplished during the remaining contract years. Any modified goals shall be incorporated into a document to be entitled "Superintendent's Performance Goals," which shall be signed and dated by the Board President and the Superintendent and considered a part of this contract. The Board's decision to add or revise performance goals shall be in implementation of this provision of this contract and shall not constitute or require an amendment to this contract.

3. **DUTIES**. The duties of the Superintendent shall be those duties prescribed by federal and state law and regulations and by the policies, regulations, job description and directions of the Board, all as may be amended or modified from time to time, and such duties as are reasonably incidental thereto.

4. **SALARY**. As compensation for the duties set forth in this contract, the Superintendent shall be paid an annual base salary each contract year beginning July 1, 2016, in the amount of TWO HUNDRED TWELVE THOUSAND FIVE HUNDRED TWELVE AND NO/100 (\$212,512.00) DOLLARS. The salary shall be payable in equal installments in the same manner as the salaries of other twelve (12) month administrators in the School District are paid.

Each subsequent contract year, the Board, in its sole discretion after consultation with the Superintendent, shall establish the Superintendent's annual base salary, and adjust other benefits payable hereunder, based upon performance evaluation, without entering into a new contract or extending the term of this contract. However, in no event shall the Superintendent's

annual base salary be less in a contract year than the base salary provided for in the previous contract year, nor shall the benefits provided for in this contract be reduced from the previous contract year, except as provided in paragraphs 9 and 19 below. The Board's action to increase or otherwise change the Superintendent's salary under this paragraph shall be in implementation of this provision of this contract and shall not constitute or require an amendment to this contract.

5. **TRS CONTRIBUTION.** In addition to the salary provided for in this contract, the Board shall pick up and pay, on behalf of the Superintendent, all retirement contributions to the Illinois Teachers' Retirement System (TRS) (not to exceed the current 9.098901% rate required by TRS under Section 16-152.1 of the Illinois Pension Code); provided, however, if the current TRS required employee contribution rate decreases and/or legislation is passed that limits the Board's ability to do so 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 contribution equals the Board's total cost before the TRS contribution rate decrease. The Board shall also pick up and pay any additional contributions to TRS as a deduction from the Superintendent's compensation. Although designated by the Illinois Pension Code as employee contributions, the amounts herein required to be picked up by the Board shall be paid by the Board in lieu of contributions by the Superintendent. The Superintendent shall not have the option of choosing to receive directly the amounts contributed to TRS by the Board on the Superintendent's behalf, nor any right or claim to the contributions to TRS except as such may subsequently become available pursuant to the provisions of the Pension Code and TRS rules and regulations.

6. **VACATION.** The Superintendent shall receive twenty (20) working days of paid vacation time for each contract year. Saturdays, Sundays and legal holidays when the offices of the District are closed shall not be considered working days. Unless otherwise approved by the Board, all vacation must be used in the contract year for which vacation is granted. Vacation which is not used during the contract year earned shall not be compensated and any unused days shall be lost and not accumulated. If this contract is terminated during a contract year, vacation for that year which has not been used at the time of termination shall be compensated to the extent required by law and paid within thirty (30) days after the later of the Superintendent's last regular paycheck or last day of work so as to avoid the payment by the Board of any penalties to TRS. Payment shall be at the Superintendent's then current base salary divided by 250. The Superintendent shall give prior notice to the Board President, or the Board Vice-President in the absence or unavailability of the President, before taking vacation. The Superintendent shall receive prior approval by the Board President, or in the President's absence or unavailability, by the Vice-President, before taking any vacation which is more than three (3) consecutive working days in length.

7. **SICK LEAVE, BUSINESS LEAVE AND DISABILITY.** The Superintendent shall be granted the same number of days of sick and business leave days each contract year, and may accumulate unused sick leave days and convert unused business leave days to sick leave, on the same basis as provided to teachers with at least five years' experience in the District, unless a greater number is otherwise provided for by the Board.

Should the Superintendent become physically or mentally disabled from performing any substantial duty permanently or for a period of ninety (90) calendar days in any 180 calendar day period, the Board may, at its option, terminate the Superintendent's

employment upon thirty (30) days written notice to the Superintendent and the opportunity for a hearing before the Board on the issues of disability and performance. Upon termination for this reason, the Board shall pay the Superintendent for any accumulated but unused sick leave at the Superintendent's then current per diem rate of pay, up to a maximum amount of TWENTY THOUSAND AND NO/100 (\$20,000.00) DOLLARS, and, if permitted by the District's health and life insurance program, continue such insurance at its expense for a period of sixty (60) days after termination. This sixty day period shall be included in the calculation of the time period available for continuation coverage (commonly referred to as COBRA coverage) under the Internal Revenue Code of 1986.

8. **MEDICAL EXAMINATION**. The Superintendent shall submit to a comprehensive health examination by no later than January 15 of each contract year. The examination shall be performed by doctor(s) approved by the Board and include tests deemed necessary by the doctor or required by the Board. Any cost in excess of SEVEN HUNDRED AND NO/100 (\$700.00) DOLLARS must be approved in advance by the Board President. A report of the comprehensive health examination, generally describing the Superintendent's health and fitness to perform the duties of the superintendency, shall be presented to the Board, filed separately from the Superintendent's personnel file, and treated as confidential information by the Board.

The Superintendent shall further submit to, and furnish the Board with reports of, such health examinations as the Board may from time to time require at its expense.

9. **HEALTH BENEFITS PROGRAM**. The Board shall provide for the participation of the Superintendent and the Superintendent's immediate family in the Board's health and dental insurance programs, as may be modified from time to time, on the same basis

as provided to the Board's other certified administrators. If the provision of health insurance contemplated by this contract provision 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, or their related rules and regulations, affecting the provision of insurance benefits, the Board may revise its contribution toward such insurance benefit to another form of compensation or combination of compensation and insurance to the extent necessary to avoid the imposition of such 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 revise 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.

10. **LIFE INSURANCE.** The Board, at its cost, shall provide the Superintendent with group term life insurance with a death benefit equivalent to the Superintendent's base annual salary set forth in paragraph 4 above, provided the Superintendent meets the ordinary requirements of the insurer.

11. **RESIDENCY.** The Superintendent shall reside in sufficient proximity to the School District to permit the Superintendent to satisfy the Board's expectation of the Superintendent's active participation in the affairs of the schools and the school community.

12. **LICENSURE.** The Superintendent shall furnish to the Board, before beginning employment under this contract, a valid and appropriate license to act as Superintendent of Schools. Such certificate shall be maintained in force at all times during the term of this contract.

13. **EVALUATION**. Annually, on or before June 1 of each contract year, the Board shall review with the Superintendent the Superintendent's progress toward meeting established goals and assess the working relationships among the Superintendent, the Board, the faculty, the staff, and the community; provided, however, in the last year of this contract, the review shall take place on or before January 31. An evaluation instrument selected by the Board, in consultation with the Superintendent, shall be used in the evaluation of the Superintendent's performance by the Board. The Board's obligations under this paragraph are contingent on the Superintendent providing notice of such obligations by April 1 of each contract year, except that in the last contract year notice shall be given by November 1.

The Board and the Superintendent shall also strive to conduct, if needed, a mid-year evaluation, as the business of the Board permits. The Superintendent shall initiate this informal evaluation in December of the first contract year and thereafter as established by the Board.

The Board may terminate, or not extend, the contract under any provision of this contract, even if the evaluations provided for in this paragraph have not occurred.

14. **OTHER WORK**. The Superintendent's full time, attention, and energy shall be devoted to the business of the School District and related professional activities. The Superintendent may teach university courses, seminars, or other professional growth activities; serve as a consultant to another district or educational agency for a short-term duration; lecture and engage in writing activities and speaking engagements; and undertake professional development activities leading to a formal degree or other recognition. The Superintendent shall not jeopardize the functioning of the School District by any significant absence for, or participation in, such professional activities. The Superintendent may participate in the

foregoing activities for up to and including six (6) business days each contract year with notice to the Board President; any additional days must be approved in advance by the Board. Any compensation received by the Superintendent for such days which are normally work days for the Superintendent in the School District shall be turned over to the School District, unless otherwise approved by the Board.

15. **PROFESSIONAL MEMBERSHIPS, MENTORING AND ACTIVITIES.**

The Superintendent is expected to attend appropriate professional meetings, and to belong to appropriate professional organizations, at the local, state, and national levels. Within budget constraints as approved by the Board, the cost of attendance at professional meetings and membership in professional organizations, including the Illinois Association of School Administrators and the American Association of School Administrators, shall be paid by the Board.

16. **MEMBERSHIP IN CIVIC ORGANIZATIONS.** The Board shall pay the fees for the Superintendent's membership in local civic organizations as approved by the Board.

17. **AUTOMOBILE/TRAVEL EXPENSES.** The Board shall provide the Superintendent with an automobile expense reimbursement stipend of THREE HUNDRED AND NO/100 (\$300.00) DOLLARS per month for travel within the School District and the Chicago metropolitan area in lieu of reimbursement on a mileage basis for such travel. Business use of the Superintendent's automobiles outside of this area shall be reimbursed on the same basis as for central office administrators. The stipend shall be reported as income to the extent required by law. The Superintendent shall provide the automobiles used in the performance of the Superintendent's duties and insure them with an insurer and in amounts and coverages reasonably satisfactory to the Board. In addition to the automobile reimbursement stipend, the

Board shall reimburse the Superintendent for other transportation costs on the same basis as for other central office administrators and within the constraints established by the annual budget of the Board.

18. **ELECTRONIC WORK AND COMMUNICATIONS EQUIPMENT AND SERVICE.** The Board shall provide, and retain ownership of, a laptop computer and a “smart” mobile telephone with appropriate data and broadband access services to facilitate the Superintendent’s work and business communications. The Superintendent’s use of the laptop computer and the mobile telephone shall be subject to the Board’s electronic network policy, except that personal use of the computer and the mobile telephone are permitted. The Superintendent shall reimburse the Board for personal use of the mobile telephone and the broadband access services for the mobile telephone and the computer in accordance with procedures established by the Board.

19. **BENEFITS.** The Superintendent shall be provided such additional benefits as are set forth in the Board’s Benefit Program for Administrators, if any, subject to modification from time to time in the Board’s discretion. Additionally, the benefits provided for in this contract which reference the benefits for administrators or teachers may be modified from time to time in the Board’s discretion on the same basis as modified for such administrators or teachers.

20. **TENURE.** By accepting this contract, the Superintendent waives any rights pursuant to Section 24-11 through 24-16 of *The Illinois School Code*, as may be amended from time to time.

21. **TERMINATION FOR CAUSE AND NON-RENEWAL WITHOUT CAUSE.** In the event the Board intends to terminate this contract before its expiration for good cause, the Board shall give the Superintendent written notice of such intention, together with a statement of

the reasons for termination. Within ten (10) business days of receipt of such notice, the Superintendent may request in writing a hearing before the Board, which shall be in closed session. If no hearing is timely requested, the termination shall become effective on the date specified in the Board's notice. Pending any hearing requested by the Superintendent, the Board may suspend the Superintendent with or without pay in accordance with the Board's employee suspension policy, if any. At the conclusion of the hearing, the Board shall determine whether to terminate this contract and the Superintendent's employment.

In the event the Board or the Superintendent decides not to renew this contract at the end of its term, notice of such intention and an opportunity for a closed session hearing shall be given in accordance with Section 10-21.4 of *The Illinois School Code*; provided, however, if the Superintendent notifies the Board in writing by no later than December 15 of the last year of this contract of the Board's obligations under Section 10-21.4 and requests notice by February 1 of the last year of this contract, then the date in the last year of this contract by which the Board shall give the Superintendent notice of such intention shall be February 1. Otherwise, the Superintendent shall notify the Board of its obligations by March 1, and Board shall give notice of intention not to renew this contract by April 1, of the last year of this contract. If the Superintendent timely gives notice of the Board's obligations and the Board then fails to give the Superintendent timely notice in accordance with this paragraph, this contract shall be automatically extended for one additional year as provided in Section 10-21.4; otherwise, this contract shall terminate and not be extended.

22. **UNILATERAL TERMINATION BY BOARD OF EDUCATION.** The Board may, at its option, and by a minimum of sixty (60) days' notice to the Superintendent, unilaterally terminate this contract during its term without cause. In the event of such

termination, the Board shall pay to the Superintendent, as severance pay, the lesser of the amount of the base annual salary set forth in paragraph 4 above or the amount the Superintendent would have earned under paragraph 4 of this contract from the effective date of termination to the date of expiration of this contract as set forth in paragraph 1 above. The severance amount shall be paid within thirty (30) days after the later of the Superintendent's last day of work or the last regular paycheck. The Board shall also provide, at its expense through COBRA, insurance coverage as provided under paragraph 9 for the Superintendent and eligible dependents for the lesser of one year from the effective date of termination, or from the effective date of termination to the date of expiration of this contract as set forth in paragraph 1 above, or such time as the Superintendent becomes eligible for insurance coverage for the Superintendent and eligible dependents from another employer.

23. **UNILATERAL TERMINATION BY THE SUPERINTENDENT.** The Superintendent may, at the Superintendent's option, and by a minimum of ninety (90) days' notice to the Board, unilaterally terminate this contract during its term. In the event of unilateral termination with at least one-hundred-eighty (180) days' notice to the Board and an effective date at the end of the school year, the Superintendent shall pay to the Board FIFTEEN THOUSAND AND NO/100 (\$15,000.00) DOLLARS, which relates to some of the aggregate costs to the Board of the search to obtain the Superintendent's successor and any interim replacement. In the event of unilateral termination with less than one-hundred-eighty (180) days' notice or an effective date not at the end of the school year, the Superintendent shall pay to the Board, as liquidated damages, THIRTY THOUSAND AND NO/100 (\$30,000.00) DOLLARS, which relates to much of the aggregate costs to the Board of the search to obtain the Superintendent's successor and any interim replacement. The payment of liquidated damages by

the Superintendent under this paragraph shall be the Board's exclusive remedy for any claims of breach of this contract due to the Superintendent's unilateral termination. However, this paragraph does not apply in the event that the parties mutually agree to end this contract or to termination for disability which qualifies the Superintendent for temporary or permanent disability benefits from the Illinois Teachers' Retirement System.

24. **BACKGROUND INVESTIGATION**. This contract is contingent on completion of the background investigation required of all public school employees by Section 10-21.9 of the School Code of Illinois and of any other background investigation required by law, such as a DCFS, or equivalent, pending investigation or indicated finding check. If the investigation discloses information which would prohibit employment or call into question the Superintendent's fitness to serve the School District as the role model required by Section 27-12 of *The School Code of Illinois*, the Board may, in its sole discretion, terminate this contract on ten (10) days' written notice to the Superintendent. The background investigation may be repeated from time to time upon notice from the Board to the Superintendent.

25. **NOTICE**. Any notice or communication permitted or required under this contract shall be made in writing and shall become effective on the day of service thereof by personal service or by first class mail, registered or certified, return receipt, postage prepaid, sent to the parties at their respective addresses listed below, or at such other addresses as the parties may from time to time advise in writing. Service by mail, as provided above, shall be deemed made upon deposit in the mail.

If to the Board:	President, Board of Education Skokie School District 68 9440 N. Kenton Ave. Skokie, Illinois 60176
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With a copy to: President, Board of Education
[at his or her last known home address]

If to the Superintendent: Dr. James Garwood
Skokie School District 68
9440 N. Kenton Ave.
Skokie, Illinois 60176

With a copy to: Dr. James Garwood
[at the Superintendent's last known home address]

26. **MISCELLANEOUS.**

A. This contract has been executed in Illinois and shall be governed in accordance with the laws of the State of Illinois in every respect.

B. Paragraph headings and numbers have been inserted for convenience of reference only, and if there shall be any conflict between any such headings or numbers and the text of this contract, the text shall control.

C. 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.

D. If any provision of this contract is subsequently declared by the proper judicial authority, in a final decision, to be unlawful or unenforceable, all other provisions of the contract shall remain in full force and effect.

E. 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. No amendment of this contract shall be valid or binding on the parties unless it is in writing and executed by the Board and the Superintendent.

F. This contract shall be binding on the heirs, executors, and successors of the parties.

G. This contract shall become effective, and be deemed dated, as of the date the last of the parties signs this contract, as set forth below.

BOARD OF EDUCATION,
SKOKIE SCHOOL DISTRICT 68,
Cook County, Illinois

SUPERINTENDENT

By: _____
President

_____ Dr. James Garwood

Attest: _____
Secretary

Dated: _____

Dated: _____

EXHIBIT 1

GOALS

The Superintendent shall seek to support and enhance performance of the District's schools by achieving the following goals:

Board Strategic Goal - Raising Student Achievement: Ensure that all students actively engage in a rigorous curriculum aligned to Common Core and Partnership for 21st Century Standards (Cooperation, Critical Thinking, Communication, and Collaboration) which promotes increased student ownership for their own learning.

Superintendent Goals:

1. Provide Recommendations to improve the District's RtI/MTSS Intervention Program.
2. Provide Recommendations to improve the District's EL Program
3. Develop an initiative to explore issues of Equity in Education.
4. Initiate the development of a new long range strategic plan.
5. Develop and initiate implementation of an Elementary After-School Enrichment Program.

Board Strategic Goal - Building Community Partnerships to Serve Our Diverse Student Body: Explore the development of partnerships in order to enrich learning opportunities and provide wrap-around services for children, families, and community members.

Superintendent Goals:

1. Develop a Community Leaders Communication Group.
2. Provide recommendations to the Board regarding community and parent outreach efforts.

Board Strategic Goal - Developing Role of Technology within District: Establish and maintain a multi-year technology plan that supports student learning, professional development, and District operations.

Superintendent Goals:

1. Develop and initiate a rolling 3 year technology plan that encompasses both infrastructure and learning objectives.

Board Strategic Goal - Maintaining Fiscal Responsibility: Maintain long-term financial stability while continuing to improve and expand the quality of programs and opportunities for students.

Superintendent Goals:

1. Recommend goals and the overall strategy for, and participate in, the negotiation of a new contract with the District 68 Education Association.
2. Recommend goals and the overall strategy for, and participate in, the negotiation of a new classified agreement with the Classified Organization Representing Employees (C.O.R.E).