

Golf School District 67

Board of Education Special Purpose Meeting

January 27, 2020 – 6:00 pm

Golf School District 67–Board Room

1. CALL TO ORDER
2. ROLL CALL
3. CHANGES TO THE AGENDA (*None*)
4. PUBLIC COMMENT (**5 minutes per participant*)
5. ITEM FOR ACTION

5.1 Approve 2020-2023 employment contract of new Superintendent

After an extensive search, the Board of Education has decided to name Dr. Susan Coleman as the next Superintendent of Schools. Over 30 applicants applied for the position and the Board interviewed 6 candidates. We are pleased to welcome Dr. Susan Coleman to the Golf School District 67 community and look forward to the vast leadership experiences and educational expertise she will bring to our school district.

POSSIBLE MOTION:

I move that the Board of Education of Golf School District 67 approve the employment of Dr. Susan Coleman as the Superintendent of Golf School District 67 and the accompanying three-year contract, and direct the President and Secretary of the Board to sign such contract.

ROLL CALL VOTE

OFFICIAL COPY
GOLF SCHOOL DISTRICT 67
EMPLOYMENT CONTRACT FOR SUPERINTENDENT
(2020-2023)

AGREEMENT made this 27th day of January 2020, between the BOARD OF EDUCATION OF GOLF ELEMENTARY SCHOOL DISTRICT NO. 67, COOK COUNTY, ILLINOIS, (hereinafter referred to as the "Board") and SUSAN COLEMAN, (hereinafter referred to as the "Superintendent"), (collectively referred to as the "Parties").

A. EMPLOYMENT AND COMPENSATION

- 1. Salary and Term of Employment.** The Board hereby employs the Superintendent for a multi-year period, commencing on July 1, 2020, and terminating on June 30, 2023. From July 1, 2020, through June 30, 2021, the Board shall pay the Superintendent an annual salary of \$185,000.00.

The Superintendent's annual salary for the subsequent Contract Years shall be determined solely by the Board after her annual performance evaluation is complete. At minimum, annual salaries for subsequent Contract years shall include an increase not lower than the average annual base salary increase for the teachers in the District. The Board's action to increase 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. The term "Contract Year" shall refer to the period under this Contract commencing on July 1 and ending on June 30.

The salaries under this paragraph 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 Parties acknowledge and agree that this Contract is a performance-based multi-year contract as provided for and defined in Section 10-23.8 of the *School Code*. The Superintendent hereby accepts employment upon the terms and conditions hereinafter set forth.

- 2. Teachers' Retirement System and Teachers' Health Insurance Security Fund.** In addition to the annual salary stated in Section A.1.of this Contract, the Board shall pick up and pay the Superintendent's required contributions ("Member Contributions") to the State of Illinois Teachers' Retirement System ("TRS") and the Teachers' Health Insurance Security Fund ("THIS") on behalf of the Superintendent. The 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, including but not limited to the return of any overpayment of such Member Contributions. 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 the THIS and further acknowledge that such contributions are made as a condition of employment to secure the Superintendent's future services, knowledge and experience. It is the intention of the Parties to qualify all such payments picked up and paid by the Board on the Superintendent's behalf as employer payments pursuant to Section 414(h) of the *Internal Revenue Code of 1986* as amended.

However, if any legislation or rule limits the employer's ability to perform its obligations, or otherwise reduces its obligations 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 enactment of such legislation. Any such payment of the difference to the Superintendent as salary shall be in implementation of this provision of this Contract and shall not constitute or require an amendment to this Contract.

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. **License.** During the term of this Contract, the Superintendent shall hold a valid and properly registered license issued by the Illinois State Board of Education (ISBE) qualifying her to act as Superintendent of the School District.
2. **Health Examination.** As a required condition of employment for new employees, and prior to commencing duties under this Contract, the Superintendent shall submit to a physical examination by a physician licensed in Illinois to practice medicine and surgery in all its branches, and shall provide the Board with the physician's certification of such examination pursuant to paragraph 24-5 of the School Code. The Superintendent shall further 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. As a condition of employment, the Superintendent also agrees to comply with all health requirements established by law.
3. **Waiver of Tenure.** The 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 during the term of the Contract and any multi-year extension.
4. **Criminal Background Investigation.** As a required condition of employment for new employees, the Superintendent shall authorize a criminal background investigation by the Board, pursuant to the School Code, and a DCFS Child Abuse Registry background investigation.

C. **BENEFITS**

1. **Insurance.** The Board shall provide and pay the premiums for full single or family hospitalization, full single or family major medical insurance, and full single or family dental insurance in accordance with the basic insurance coverage provided under any group program effective in the District as provided to ISBE licensed members of the professional staff of the District.

The Board shall provide and pay for a long-term disability insurance policy with a carrier selected by the Board and in consultation with the Superintendent, provided the Superintendent meets the carrier's eligibility requirements.

The Board shall provide the Superintendent with liability indemnification and protection, as provided under the District's liability insurance policies.

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 Superintendent to potential penalties, civil fines, benefit plan failures or new or increased tax or accessible payments, then the Board may, in its discretion, determine to modify its payment for such insurance and make a corresponding increase in the Superintendent's salary or other compensation to offset the diminished cash value, if any, of the change in such insurance premium benefit.

2. **Term Life Insurance.** Subject to all eligibility conditions of the District's group program carrier, the Board shall provide and pay the premiums for a term life insurance policy for the Superintendent in the amount of Three Hundred Thousand Dollars (\$300,000.00).
3. **Vacation.** The Superintendent shall be entitled to a paid vacation of twenty (20) working days of vacation per Contract Year, exclusive of weekends and legal and school holidays as designated on the District calendar. The Superintendent may carry-over no more than five (5) unused vacation days from one Contract Year to the next. In addition, the Superintendent may exchange up to a maximum of five (5) unused vacation days for payment at the Superintendent's then current per diem in lieu of using said days. Winter, Spring and Summer recess periods shall constitute working days unless specifically scheduled and credited toward the vacation days listed above. The Board President, or Vice President in the absence of the President, shall be advised in advance of all vacations, which shall be taken at times that are not disruptive to the operations of the School District. The Superintendent shall also be entitled to all legal holidays. Upon termination of employment of the Superintendent, whether through expiration or termination of this Contract, any accrued and unused vacation days not otherwise submitted for payment above, for which the Superintendent is entitled to compensation under Illinois law shall be paid after the Superintendent's receipt of her final paycheck for regular earnings and after her last day of service, and shall not constitute creditable earnings for TRS purposes.

4. **Sick Leave.** During the 2020-2021 Contract Year, the Superintendent shall be entitled to thirty (30) working days per Contract Year of paid sick leave, as defined in Section 24-6 of the *School Code*. For each Contract Year thereafter, she will receive twelve (12) working days per Contract Year of paid sick leave. Any unused sick leave days may accumulate up to the maximum of three hundred and forty (340) days. The Superintendent shall not be entitled to reimbursement from the Board for unused sick days upon termination of employment whether through expiration or termination of this Contract.
5. **Personal Leave.** The Superintendent shall be entitled to four (4) working days of paid personal leave per Contract Year, which if unused at the end of the Contract Year, may accumulate as sick leave.
6. **Professional Services Leave.** The Superintendent shall be entitled to five (5) working days of paid professional services leave per Contract Year which may utilized by the Superintendent to attend professional engagements. Such leave shall be in addition to other leave provided in the Contract.
7. **Professional/Local and Civic Organizations.** The Board shall bear the cost of the Superintendent's membership in civic and professional organizations acceptable to and previously approved by the Board, such as the Illinois Association of School Administrators, American Association of School Administrators, Association of Supervision and Curriculum Development, National Staff Development Council, and National Middle School Association.

The Superintendent is also encouraged to participate in local civic and fraternal organizations in the interest of promoting a better understanding of the School District and its concerns. Subject to its prior approval, the Board shall pay the dues incurred through membership in such organizations.
8. **Professional Activities.** The Superintendent is expected to attend appropriate professional meetings at the local and state levels and, subject to prior Board approval and budgetary allowances, at the national level. All reasonable expenses incurred in such attendance within budget constraints shall be paid by the Board upon submittal of an expense report. The Superintendent shall provide the Board a full written report about the function attended and full and complete vouchers of any expenses incurred must be filed to substantiate expenses.
9. **Reimbursement of Business Expenses.** The Board shall reimburse the Superintendent in accordance with District procedures, for her reasonable monthly business expenses incurred in the course of her duties as Superintendent. The Superintendent shall submit an itemized list of her expenses for approval on a monthly basis.
10. **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 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 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 Superintendent confirms that any such deferrals and/or reductions are within *Internal Revenue Code* limitations.

In addition, the Board shall make an annual non-elective employer contribution to the Section 403(b) annuity in the amount of \$3,000.00, payable as a lump sum no later than June 30th of each Contract Year. The Superintendent may not elect to receive such payment as cash. The Superintendent will bear all tax obligations on this amount when the contributions are withdrawn.

11. **Cellular Phone.** The Board has determined that, by virtue of her job duties, the Superintendent needs to be immediately reachable by the Board and other District administrators and staff in the event of emergencies outside normal work hours and/or when the Superintendent is away from the District. Accordingly, the Board will provide the Superintendent with a cell phone and pay the related monthly cell phone bills. The Board shall make such provision and payments for a business purpose, and not for purposes of compensation of the Superintendent; however, 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 her duties as Superintendent.

D. POWERS AND DUTIES

1. **Duties.** The duties and responsibilities of the Superintendent shall be those incidental to the office of the Superintendent of Schools; those set forth in any Board-adopted job description of the Superintendent and those duties contained in Board Policy, as adopted, which may be amended from time to time; those obligations imposed by the laws of the State of Illinois upon the Superintendent; and those other professional duties customarily performed by a Superintendent of Schools as, from time to time, may be assigned by the Board to the Superintendent. The Superintendent shall have charge of the administration of the School District under the direction of the Board and be the chief executive officer for the Board. She shall recommend the selection, retention and dismissal of, and direct and assign, place and transfer all teachers and other employees of the School District, and shall organize and direct the administrative and supervisory staff; and administer the affairs of the School District as best serves the School District consistent with Board Policy. She shall make recommendation to the Board concerning the budget, building plans, location of cites, and the selection of textbooks, instructional material and courses of study; she shall direct the keeping of all records and accounts, and aid in the making of all reports as required by the Board. She shall, from time to time, recommend regulations, rules and procedures deemed necessary for welfare of the School District.
2. **Extent of Service/Other Work.** The Superintendent shall devote her full time, attention, and energy to the business of the School District and related professional activities. The Superintendent may engage in other professional growth activities during her available leave. At other times, the Superintendent may engage in other professional growth activities with notification to the Board so long as they do not materially interfere with the primary duties as Superintendent and provided the Superintendent remains readily accessible for the performance of her duties.

E. RENEWAL, EXTENSION, AND TERMINATION OF CONTRACT

1. **Non-Renewal.** Notice of intent not to renew this Contract shall be given to the Superintendent by the Board by February 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 shall extend the Contract for one (1) additional year. The Superintendent shall notify the President and Secretary of the Board by January 1 of the year in which the Contract expires that failure of the Board to give the Superintendent said notice of intent not to renew shall extend this Contract for one (1) additional year. The failure of the Superintendent to give the required reminder notice to the Board shall waive the obligation of the Board hereunder to give its notice of intent not to renew by February 1. 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 non-renewal.
2. **Renewal.** After January 1 of the Contract Year in which the Contract expires, the Board and Superintendent may renew the employment of the Superintendent upon such terms and conditions as they may mutually agree, provided that the performance goals and indicators set forth in Paragraph F.2 of this Contract have been met. In such event, the Board shall take specific action to discontinue this Contract, and the Board and the Superintendent shall enter into a new multi-year contract of employment.
3. **Contract Extensions.** Prior to the end of any year of the 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 all the performance and improvement goals contained in Paragraph F.2 of this Contract have been met. In such event, the Board shall take specific action to discontinue this Contract, and the Board and the Superintendent shall enter into a new multi-year contract of employment.
4. **Amendments to the Contract.** 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 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.
5. **Termination.** This Contract may be terminated by:
 - a. **Mutual agreement.** At any time upon mutual agreement of the Board and the Superintendent.
 - b. **Permanent disability (inability to perform essential job functions with accommodation).** The Superintendent shall be considered permanently disabled if (a) the Superintendent has been absent from her employment or otherwise unable to perform the essential job functions for a continuous period of ninety (90) days or the exhaustion of sick, personal and vacation leave, whichever occurs later, (b) she presents to the Board a physician's statement certifying that she is permanently disabled or incapacitated or (c) the Board deems the Superintendent permanently disabled or incapacitated after a Board-required physical or mental examination. Such examination shall be performed by a physician licensed to practice medicine in all its branches. The Superintendent expressly agrees that the physician shall prepare a detailed report of the state of her physical and/or mental

health and submit it to the Board of Education for its confidential review. All obligations of the Board shall cease should the Superintendent become permanently disabled, and the Board may, at its option, terminate the Superintendent's employment. Prior to termination for disability, the Superintendent may request a hearing before the Board. In the event the Superintendent is not physically able to attend such hearing, the Board may conduct the hearing in the Superintendent's absence provided the Superintendent shall be entitled to send her representative(s) in her stead.

- c. **Discharge for cause.** Discharge for cause shall be for any conduct, act, or failure to act by the Superintendent which in the discretion of the Board, is detrimental to the best interests of the School District, including failure to comply with the terms of this Contract after notice and a reasonable opportunity to correct, when appropriate. 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, she shall bear any costs therein involved. The Board hearing shall be conducted in closed session. Nothing shall prohibit the Board from suspending the Superintendent, with or without pay, pending the completion of the requirements of this paragraph.

- d. **Death of the Superintendent.**

F. EVALUATION, AND PERFORMANCE AND IMPROVEMENT GOALS

1. Evaluation.

For each Contract Year, upon notification of the Superintendent by May 10, the Board shall evaluate the Superintendent's performance and provide a written evaluation of that performance to the Superintendent by the end of June, except that in the last year of the Contract, the Superintendent shall have the option to notify the Board by December 1 and, in such event, shall be evaluated by the end of January.

This annual evaluation shall include, but not be limited to, an assessment of the Superintendent's progress toward meeting the performance and improvement goals contained in Paragraph F.2. of this Contract and an assessment of the working relationship of the Superintendent with the Board, the employees and community. As part of such evaluation, the Parties shall schedule a meeting to review the written evaluation and determine, if necessary, the terms and conditions of the continued future employment of the Superintendent, including the inclusion of the goals and indicators of student performance and academic improvement to be used by the Board to measure the performance and effectiveness of the Superintendent.

2. Goals and Indicators of Student Performance and Academic Improvement.

Annually, the Superintendent, with the assistance of her administrative team, shall (1) evaluate student performance including, but not limited to, student performance on standardized tests, successful completion of the curriculum, attendance, and drop-out rates; (2) review the curriculum and instructional services; and (3) report to the Board on her findings as to: (a) student performance; and (b) her 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 Paragraphs E.2 and E.3 of this Contract and Section 10-23.8 of *the School Code*.

Additionally, each Contract Year, the Superintendent and the Board may meet to mutually establish new and/or additional goals that the Superintendent will be expected to meet in the upcoming Contract Year. In developing goals under this Contract, the Parties acknowledge that the Superintendent and Board may determine the level of significance and importance of each goal. Such newly established goals shall be incorporated into this Paragraph F.2 by reference for such Contract Year. The Parties acknowledge that the action to incorporate such additional 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.

G. 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 terms agreed upon by the Parties with respect to the subject matter of this Contract and supersedes all prior agreements, arrangements, contracts and communications between the Parties concerning such subject matter, whether oral or written.
- 4. Amendments.** Except as may otherwise be provided, no subsequent alteration, amendment, change or addition to this Contract shall be binding upon the Parties unless reduced to writing and duly authorized and signed by each of them.
- 5. 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.
- 6. 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.
- 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 here from, and the remainder of this Contract shall continue to have its intended full force and effect.
- 8. Advice of Counsel.** Both Parties have had the opportunity to seek the advice of counsel.
- 9. Notice.** Any notice required under this Contract shall be deemed sufficient if it is in writing and sent by mail, to the last residence of the Superintendent or the President of the Board at the administrative offices of the District:

If to the Board, to:

President
Board of Education
School District No. 67
9401 Waukegan Road
Morton Grove, Illinois 60053

If to the Superintendent, to:

Susan Coleman
(Last known address on file
with Business Office)

- 10.** This Contract shall inure to the benefit of and be binding upon the Board and its successors and assigns.

IN WITNESS WHEREOF, the Parties have executed this Contract this 27th day of January 2020, upon formal approval by the Board at a duly convened meeting held this same date.

SUPERINTENDENT

Susan Coleman

Date: _____

**BOARD OF EDUCATION
GOLF ELEMENTARY SCHOOL
DISTRICT NO. 67
COOK COUNTY, ILLINOIS**

President

Date: _____

ATTEST:

Secretary

Date: _____

5.2 Approve 2020-2021 School Fees

At the January 16th Board of Education meeting, the Board approved an increase to all fees with the exception of lunch fees to reflect an increase of 2.3% CPI rounded to the nearest quarter. It is recommended that the increase be rounded to a dollar amount.

POSSIBLE MOTION:

I move that the Board of Education of Golf School District 67 approve an increase to all fees with the exception of lunch fees to reflect an increase of 2.3% CPI rounded to the nearest

_____.

ROLL CALL VOTE

5. PUBLIC COMMENT (*5 minutes per participant*)

6. ADJOURNMENT

POSSIBLE MOTION: I move that the Board of Education of Golf School District 67 adjourn this meeting.

VOICE VOTE