

## SUPERINTENDENT'S AGREEMENT

**THIS AGREEMENT** made this \_\_\_\_ day of \_\_\_\_\_, 2017, by and between the BOARD OF EDUCATION OF NILES ELEMENTARY SCHOOL DISTRICT 71 ("BOARD"), and DR. JOHN R. KOSIROG ("SUPERINTENDENT"), has been approved at the meeting of the BOARD held on \_\_\_\_\_, 2017.

### **IT IS AGREED:**

1. **EMPLOYMENT** - The SUPERINTENDENT is hereby hired and retained from July 1, 2017 through and including June 30, 2022, as Superintendent of Schools and Chief Executive Officer of the School District. 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 Section 10-23.8 of the *Illinois School Code*, the SUPERINTENDENT and BOARD confirm and acknowledge that the SUPERINTENDENT has met all of the goals and indicators of student performance and academic improvement, as stated in the predecessor employment contract. This Agreement will not be extended or renewed without the express, written consent of the parties.

2. **DUTIES** - The duties and responsibilities of the SUPERINTENDENT will be those incidental to the office of the Superintendent of Schools, those set forth in the job description for the position of Superintendent (or, those duties contained in Board Policy, as adopted, and which may be amended from time to time), the attainment of the student performance and academic improvement goals determined pursuant to this Agreement, those obligations imposed by the laws of the State of Illinois upon the SUPERINTENDENT, and the performance of other professional duties customarily performed by a Superintendent of Schools as from time to time may be assigned to the SUPERINTENDENT by the BOARD. The SUPERINTENDENT will have charge of the administration of the School District under the policies of the BOARD. He will direct and assign, place and transfer all employees, and will organize and administer the affairs of the School District as best serves the School District consistent with Board policy. He will from time to time suggest policies and procedures deemed necessary for the well-ordering of the School District. The BOARD reserves the right to reassign the SUPERINTENDENT to different duties from time to time requiring certification during the term of this Agreement, without loss of pay or notice of a hearing.

3. **STUDENT PERFORMANCE AND ACADEMIC IMPROVEMENT** - This Agreement is a successor performance-based employment contract. The SUPERINTENDENT will address and fulfill the student performance and academic improvement goals attached as Exhibit 1.

4. **SALARY** - For the 2017-2018 contract year, the SUPERINTENDENT'S annual salary will be One Hundred Eighty-One Thousand Four Hundred Thirteen Dollars and Ninety Cents (\$181,413.90). For the 2018-2019 contract year, the SUPERINTENDENT'S annual salary will be calculated by increasing his 2017-2018 annual salary by the annual percentage increase in the Consumer Price Index – All Urban Consumers, as reported in January 2018. Provided, however, in no event will the annual salary increase granted for the 2018-2019 contract year be less than three percent (3%), nor greater than four and one-half percent (4.5%). For the 2019-2020

contract year, the SUPERINTENDENT'S annual salary will be calculated by increasing his 2018-2019 annual salary by the annual percentage increase in the Consumer Price Index – All Urban Consumers, as reported in January 2019. Provided, however, in no event will the annual salary increase granted for the 2019-2020 contract year be less than three percent (3%), nor greater than four and one-half percent (4.5%). For the 2020-2021 contract year, the SUPERINTENDENT'S annual salary will be calculated by increasing his 2019-2020 annual salary by the annual percentage increase in the Consumer Price Index – All Urban Consumers, as reported in January 2020. Provided, however, in no event will the annual salary increase granted for the 2020-2021 contract year be less than three percent (3%), nor greater than four and one-half percent (4.5%). For the 2021-2022 contract year, the SUPERINTENDENT'S annual salary will be calculated by increasing his 2020-2021 annual salary by the annual percentage increase in the Consumer Price Index – All Urban Consumers, as reported in January 2021. Provided, however, in no event will the annual salary increase granted for the 2021-2022 contract year be less than three percent (3%), nor greater than four and one-half percent (4.5%).

In consideration of the annual salary the SUPERINTENDENT agrees to devote such time, skill, labor and attention to his employment, during the term of this Agreement, in order to faithfully perform the duties of Superintendent of Schools. Salary will be paid in twenty-four (24) equal installments in accordance with the BOARD policy governing payment of salary to the other certificated members of the professional staff, less such amounts as required by law or provided for in this Agreement. The BOARD retains the right to increase the annual salary and/or fringe benefits of the SUPERINTENDENT during the term of this Agreement, and thereafter, provided that any salary and/or fringe benefit(s) adjustments will not be lower than the annual salary and fringe benefits paid by the BOARD for the preceding contract year. Any adjustment in salary and/or fringe benefits made during the life of this Agreement will be in writing and will become a part of this Agreement. It is provided, however, that by doing so it will not be considered that the BOARD has entered into a new agreement with the SUPERINTENDENT or that the termination date of this Agreement has been in any way extended. The BOARD and the SUPERINTENDENT may enter into extensions of this Agreement for additional periods of time, if all of the student performance and academic improvement goals set forth in this Agreement have been met, both parties agree, and the agreement is reduced to writing.

**5. TEACHERS' RETIREMENT SYSTEM CONTRIBUTION** – In addition to the salary paid to the SUPERINTENDENT by the BOARD as expressed in Section 4, the BOARD will pick up and pay on the SUPERINTENDENT'S behalf, his entire required retirement contribution to the Illinois Teachers' Retirement System ("TRS") pursuant to the *Illinois Pension Code*.

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. The SUPERINTENDENT will have no right or claim to the funds so remitted except as they may subsequently become available upon retirement or resignation from TRS. The SUPERINTENDENT does not have the option of choosing to receive the contributed amounts directly instead of having those contributions paid by the BOARD to TRS. These contributions are made as a condition of the SUPERINTENDENT'S employment for his future service, knowledge and experience.

**6. TEACHERS' HEALTH INSURANCE SECURITY FUND CONTRIBUTION**

-The BOARD will pay on behalf of the SUPERINTENDENT his required contribution to the Teachers' Health Insurance Security ("THIS") fund. The BOARD will remit this contribution to TRS as the fund's collection agent. Payments made by the BOARD to TRS under this Section will not be reportable to TRS as creditable earnings and will be excluded from the SUPERINTENDENT'S taxable income.

**7. HOSPITALIZATION/MAJOR MEDICAL INSURANCE**

- The BOARD will provide and pay the premiums for hospitalization, major medical and dental insurance for the SUPERINTENDENT, his spouse and the dependent members (as defined by the contract of insurance then in effect) of his immediate family during the term of this Agreement, in accordance with the basic insurance coverage provided to licensed members of the professional staff.

**8. TERM LIFE INSURANCE**

- The BOARD will provide and pay the premiums for a term life insurance policy for the SUPERINTENDENT during the term of this Agreement in the amount of Two Hundred Fifty Thousand Dollars (\$250,000.00). The BOARD will assign the ownership of the term life insurance policy to a person or trust designated by the SUPERINTENDENT, and upon termination of this Agreement will allow that owner to continue the life insurance policy at its (or his/her) own expense.

**9. MEDICAL EXAMINATION**

- Annually during the term of this Agreement, the SUPERINTENDENT will obtain a comprehensive medical examination, the actual cost of which will be paid by the BOARD. A copy of the examination or certificate of the physician certifying the physical ability of the SUPERINTENDENT to perform his essential job functions will be given to the President of the BOARD. The physician performing the medical examination will be one licensed to practice medicine in all of its branches and will be chosen by the BOARD, or by mutual agreement of the BOARD and SUPERINTENDENT.

**10. SICK LEAVE**

- The Superintendent will be entitled to fifteen (15) work days of sick leave annually. If the SUPERINTENDENT does not use the full amount of annual sick leave allowed, the unused amount will accumulate without limit. Sick leave availability and usage will be governed by Section 24-6 of the *Illinois School Code*.

**11. VACATION AND PERSONAL LEAVE**

- The SUPERINTENDENT will receive twenty (20) work days of vacation annually, exclusive of weekends and BOARD-approved holidays for twelve-month staff. Other Spring, Summer and Winter non-student attendance periods will constitute work days unless specifically scheduled and credited toward the vacation listed above. Vacation days will be cumulative to the extent that unused vacation days earned during a given year may be carried over for use during the next year to a maximum of ten (10) days plus the current annual allocation of twenty (20) days. The scheduling of more than five (5) consecutive vacation days will be by agreement between the BOARD and the SUPERINTENDENT. Additionally, the SUPERINTENDENT will receive three (3) work days of personal leave annually.

**12. TRAVEL EXPENSES**

- It is anticipated and agreed that the SUPERINTENDENT

will be required to incur certain travel expenses (other than commuting to and from work) for the official business of the BOARD. As such, the BOARD agrees to reimburse the SUPERINTENDENT for mileage incurred by him on behalf of the BOARD at the standard IRS rate for mileage reimbursement; subject, however, to the SUPERINTENDENT'S substantiation and the BOARD'S approval of such expenses. Reimbursement excludes the cost of attendance at one national and one state convention each year as provided in Section 16 and reimbursements for business-related meetings as approved by the BOARD per BOARD policy.

13. **BUSINESS EXPENSES** – It is anticipated and agreed that the SUPERINTENDENT will be required to incur certain personal expenses for the official business of the BOARD and attendance at local, state, national, community, civic and professional meetings. The BOARD agrees to reimburse the SUPERINTENDENT for any such expenses incurred by him on behalf of the BOARD. Reimbursement will, however, be subject to the SUPERINTENDENT's substantiation of such expenses and to the BOARD's approval of same. Reimbursement excludes the cost of attendance at one national and one state convention each year as provided in Section 16 and reimbursements for business-related meetings as approved by the BOARD per BOARD policy.

14. **MEMBERSHIP DUES** – With prior BOARD approval and upon proper substantiation, the SUPERINTENDENT, will be reimbursed for the dues and membership fees for up to four (4) national or state administrator, teacher and/or school board organization memberships and for local organizations to which he belongs.

15. **OTHER WORK** - With the prior agreement of the BOARD, the SUPERINTENDENT may undertake consultation work, speaking engagements, writing, teaching a college or university course, lecturing, or other professional duties and obligations unrelated to his duties as Superintendent or unrelated to maintaining his certification. Provided, however, that this other work will not interfere in a material and substantial manner with the SUPERINTENDENT'S obligations set forth in this Agreement. SUPERINTENDENT will use vacation days for any work days missed due to this other work.

16. **PROFESSIONAL ACTIVITIES** - The SUPERINTENDENT will be encouraged to attend appropriate professional meetings and continuing education at the local, state and national levels. The SUPERINTENDENT may attend one national and one state convention each year. Within budget constraints, as approved by the BOARD, the costs of attendance will be paid by the BOARD. Upon return from such professional activities, the SUPERINTENDENT will submit an oral and written report to the BOARD.

17. **LICENSE** - The SUPERINTENDENT will furnish to the BOARD, during the term of this Agreement, a valid, appropriate, and properly registered license to act as Superintendent of Schools, in accordance with the laws of the State of Illinois and as directed by the BOARD.

18. **WAIVER OF TENURE** - By accepting the terms of this Agreement, the SUPERINTENDENT waives all rights of tenure granted under the *Illinois School Code* during the term of this Agreement.

19. **TERMINATION OF AGREEMENT** - This Agreement may be terminated prior to June 30, 2022, by:

- A. Mutual agreement of the parties.
- B. Retirement.
- C. Resignation, provided, however, the SUPERINTENDENT gives the BOARD at least ninety (90) days prior written notice of the proposed resignation and pays the damages associated with his early termination of this Agreement. If the SUPERINTENDENT resigns during the 2017-2018 contract year or the 2018-2019 contract year, the SUPERINTENDENT will pay the BOARD Twenty-Five Thousand Dollars (\$25,000.00) to defray the cost of conducting a new Superintendent search. If the SUPERINTENDENT resigns during the 2019-2020, 2020-2021 or 2021-2022 contract years, the SUPERINTENDENT will pay the BOARD Twenty Thousand Dollars (\$20,000) to defray the cost of conducting a new Superintendent search.
- D. Settlement of Agreement. The Parties acknowledge that the BOARD may desire a change of administrative leadership. In this event, the BOARD may cancel this Agreement at any time during the term of this Agreement upon a majority vote of the BOARD. Written notice of this action will be served upon the SUPERINTENDENT within 5 days of the BOARD's vote and the cancellation of this Agreement will take effect upon delivery of notice.

The BOARD will pay the SUPERINTENDENT all creditable earnings due to the SUPERINTENDENT for the next twelve (12) months from the cancellation date. "Creditable earnings" includes salary and TRS creditable earnings. To that end, the BOARD will work with the SUPERINTENDENT to assign duties for which TRS will grant creditable service for the twelve (12) month period of pay. Additionally, the BOARD will continue to make payments for life insurance and health insurance for the SUPERINTENDENT in accordance with his employment agreement for the twelve (12) month period of pay. All other benefits, including but not limited to the payment of business and travel expenses, membership dues, other benefits and leave, and professional activities will cease immediately upon cancellation of the agreement, unless such dues, expenses or benefits have already been approved by the BOARD, paid for by the BOARD or incurred by the SUPERINTENDENT prior to the date of cancellation. Additional vacation will not accrue. All previously accrued vacation will be taken during the twelve (12) month period of pay.

If the SUPERINTENDENT commences working in a new employment position prior to the end of the twelve (12) month period of pay, and in that

new employment position, he earns equal or better compensation, all payments and benefits described herein will cease upon commencement of the new employment position. Should his new position be lower paying or if no health insurance benefits are available, the BOARD will only be responsible for the difference in pay and/or the cost of health insurance benefits between his new position's pay and cost of health insurance benefits and that to which he was entitled under this Agreement.

This payment will be deemed liquidated damages and compensation for the SUPERINTENDENT's release of rights, including but not limited to his right of hearing, his right to service of reasons for the BOARD's actions, and his right to continued employment.

The Parties agree that should this Agreement be terminated in accordance with this provision, both parties will release each other unconditionally from any claim against the other and will make no public statement about each other which in any way comments upon either party or their performance in office.

- E. Disability. In the event of disability by illness or incapacity, after the SUPERINTENDENT'S sick leave has been exhausted, the compensation will be reinstated after the SUPERINTENDENT has returned to employment and undertaken the full discharge of her duties. The BOARD may terminate this Agreement by written notice to the SUPERINTENDENT at any time after the SUPERINTENDENT has exhausted any accumulated sick leave and such other leave as may be available and has been absent from his employment for whatever cause for an additional continuous period of three (3) months. All obligations of the BOARD will cease upon such termination.

If a question exists concerning the capacity of the SUPERINTENDENT to return to his duties, the BOARD may require the SUPERINTENDENT to submit to a medical examination, to be performed by a doctor licensed to practice medicine in all of its branches. The BOARD and SUPERINTENDENT will mutually agree upon the physician who will conduct the examination. The examination will be done at the expense of the DISTRICT. The physician will limit his report to the issue of whether the SUPERINTENDENT has a continuing disability which prohibits him from performing his duties.

- F. Discharge for cause. "For cause" will mean any conduct, act, or failure to act by the SUPERINTENDENT which is detrimental to the best interests of the School District. Reasons for discharge for cause will be given in writing to the SUPERINTENDENT, who will be entitled to notice and a hearing before the BOARD to discuss the discharge. If the SUPERINTENDENT

chooses to be accompanied by legal counsel, he will bear any costs involved therein. The BOARD hearing will be conducted in closed session. The BOARD will not arbitrarily or capriciously dismiss the SUPERINTENDENT.

G. Failure to comply with the terms and conditions of this Agreement.

Nothing will prohibit the BOARD from suspending the SUPERINTENDENT without pay pending completion of the requirements of this section. After the effective date of dismissal, the SUPERINTENDENT will not be entitled to further payments of compensation of any kind under this Agreement, except that the SUPERINTENDENT will be entitled to any vested benefits payable under the terms and provisions of the Illinois Teachers' Retirement System.

20. **EVALUATION** - The BOARD and SUPERINTENDENT agree that there will be an annual evaluation of the SUPERINTENDENT'S performance under this Agreement. The evaluation will consider, but not be limited to, an examination of the establishment and maintenance of educational goals, attainment of the student performance and academic improvement goals set forth in this Agreement, administration of personnel, rapport with the BOARD and other factors of appraisal that may be established by the parties. A written summary of each performance evaluation will be prepared by the BOARD, or its designee, and given to the SUPERINTENDENT during the month of May.

In the event that the BOARD determines that the performance of the Superintendent is unsatisfactory in any respect, it will describe in writing, in reasonable detail, specific instances of unsatisfactory performance. The evaluation will include recommendations as to areas of improvement in all instances where the BOARD deems performance to be unsatisfactory. The SUPERINTENDENT will have the right to make a written reaction or response to the evaluation. This response will become a permanent attachment to the evaluation and placed in the SUPERINTENDENT'S personnel file.

21. **PROFESSIONAL LIABILITY** - The BOARD agrees that it will defend, hold harmless, and indemnify the SUPERINTENDENT from any and all demands, claims, suits, actions and legal proceedings brought against the SUPERINTENDENT in his individual capacity, or in his official capacity as agent and employee of the BOARD provided the incident arose while the SUPERINTENDENT was acting within the scope of his employment and excluding criminal litigation and such liability coverage as is beyond the authority of the BOARD to provide under state law. Except that, in no case, will individual BOARD members be considered personally liable for indemnifying the SUPERINTENDENT against such demands, claims, suits, actions and legal proceedings.

22. **NOTICE** - Any notice or communication permitted or required under this Agreement will be in writing and will become effective on the day of mailing thereof by first class mail, registered or certified mail, postage prepaid, addressed:

*If to the BOARD, to:*

President  
Board of Education

Niles Elementary School District 71  
6901 W. Oakton Street  
Niles, Illinois 60714

*If to the SUPERINTENDENT, to:* Dr. John R. Kosirog

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(or at the last address of the SUPERINTENDENT contained in official Business Office records of the BOARD).

**23. MISCELLANEOUS**

- A. This Agreement has been executed in Illinois, and will be governed in accordance with the laws of the State of Illinois in every respect.
- B. Section headings and numbers have been inserted for convenience of reference only, and if there is any conflict between such headings or numbers and the text of this Agreement, the text will control.
- C. This Agreement may be executed in one or more counterparts, each of which will be considered an original, and all of which taken together will be considered one and the same instrument.
- D. This Agreement contains all the terms agreed upon by the parties with respect to the subject matter of this Agreement and supersedes all prior contracts, arrangements, and communications between the parties concerning such subject matter, whether oral or written.
- E. This Agreement will be binding upon and inure to the benefit of the SUPERINTENDENT, his successors, assigns, heirs, executors, and personal representatives, and will be binding upon, and inure to the benefit of the BOARD, its successors and assigns.
- F. Both parties have had the opportunity to seek the advice of counsel.
- G. No subsequent alteration, amendment, change, or addition to this Agreement, will be binding upon the parties unless reduced to writing and duly authorized and signed by each of them.
- H. The BOARD retains the right to appeal, change or modify any policies,

procedures or regulations which it has adopted or may hereafter adopt, subject, however, to restrictions contained in the *Illinois School Code* and other applicable law.

- I. If any section, 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 will be deemed removed herefrom, and the remainder of this Agreement will continue to have its intended full force and effect.
- J. The BOARD is prohibited from knowingly employing a person who has been convicted of committing or attempting to commit certain criminal offenses. If the required criminal background investigation is not completed at the time this Agreement is signed, and the subsequent investigation report reveals that there has been a prohibited conviction, the Agreement will immediately become null and void.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed in their respective names and in the case of the BOARD, by its President and Secretary on the day and year first above written.

SUPERINTENDENT

BOARD OF EDUCATION OF NILES  
ELEMENTARY SCHOOL DISTRICT 71

By: \_\_\_\_\_  
Dr. John R. Kosirog

By: \_\_\_\_\_  
President

ATTEST:

\_\_\_\_\_  
Secretary

**EXHIBIT 1**  
**STUDENT PERFORMANCE AND ACADEMIC IMPROVEMENT GOALS**

This Contract is a performance-based contract linked to student performance and academic improvement of the schools within the District. The SUPERINTENDENT will strive to meet the goals during the term of this Contract. The parties agree the goals and indicators are linked to the student performance and academic improvement of the schools within the District.

Annually, the SUPERINTENDENT, with the assistance of his administrative team, will (1) evaluate student performance, which will include but not be limited to, student performance on standardized tests such as performance on the standardized tests required by state and/or federal law, completion of the curriculum, attendance, and drop-out rates; (2) review the curriculum and instructional services; and (3) report to the Board on his findings as to (a) student performance and (b) recommendations, if any, for curriculum or instructional changes as a result of his evaluation of student performance.

In addition, annually, not later than the October 31st of the first contract year and June 30th for each subsequent contract year, the parties will adopt such other goals and indicators of student performance and academic improvement as the parties deem necessary. Said additional goals, if necessary, will be attached as Exhibit A and incorporated herein this Paragraph 3 upon adoption by the Parties.

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