

SUPERINTENDENT'S EMPLOYMENT CONTRACT

July 1, 2021 – June 30, 2026

AGREEMENT made between the **BOARD OF EDUCATION OF ROSELLE SCHOOL DISTRICT NO. 12, DU PAGE COUNTY, ILLINOIS**, hereinafter referred to as the "Board," and **DR. MARY HENDERSON**, hereinafter referred to as the "Superintendent," and hereafter collectively referred to as the "Parties."

The Parties acknowledge and agree that this contract is a performance-based multi-year contract as provided for and defined in Section 23.8 of the *School Code*. 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 5/10-23.8 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.

WHEREAS, the Superintendent, on the date of execution of this Agreement, is employed by the Board as Superintendent;

WHEREAS, the Superintendent has voluntarily elected to retire from the District effective June 30, 2026; and

NOW, THEREFORE, in consideration of the promises and mutual agreements of the parties, it is hereby agreed by the Board and the Superintendent as follows:

A. EMPLOYMENT AND COMPENSATION

1. **Salary and Term of Employment.** The Board hereby employs the Superintendent for a multiyear period of five (5) years commencing on July 1, 2021, and terminating on June 30, 2026. The base salary paid to the Superintendent for the 2021-2022 contract year shall be One Hundred Ninety Thousand Dollars (\$190,000); for the 2022-2023 contract year shall be Two Hundred Thousand Dollars (\$200,000); for the 2023-2024 contract year shall be Two Hundred Ten Thousand Dollars (\$210,000); for the 2024-2025 contract year shall be Two Hundred Twenty Thousand Dollars (\$220,000); and for the 2025-2026 contract year shall be Two Hundred Thirty Thousand Dollars (\$230,000).

As used in this contract, the term "contract year" is defined as the period commencing on July 1 of a given calendar year and continuing until June 30 of the following calendar year. Salary for the Superintendent 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 Superintendent hereby accepts employment upon the terms and conditions hereinafter set forth.

2. **Teachers' Retirement System and Health Insurance Security Fund.** In addition to the annual salary stated in paragraph A.1 of this contract and the employer contribution stated in paragraph C.8

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 to the pension system and health fund on all reportable earnings. 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 TRS or THIS. The Superintendent shall not have a right to the refund of any overpayment of any of the required contributions. If the rate for the Superintendent's required contributions is reduced, the Board's payment of same will be reduced accordingly; the Superintendent shall have no right to receive any portion of the rate differential. 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 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.

However, if legislation is enacted that limits the employer's ability to perform 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 and THIS contribution equals the Board's total cost before enactment of such legislation. The Board's and Superintendent's implementation herein 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.

4. **Retirement.** The Superintendent shall retire from her position of Superintendent effective June 30, 2026, upon Board approval and execution of this Agreement.

B. CONDITIONS OF EMPLOYMENT

1. **License.** During the term of this contract, the Superintendent shall hold a valid and properly registered license and endorsements issued by the Illinois State Educator Preparation and Licensure Board qualifying her to act as Superintendent of the School District.

2. **Medical Examination.** In each year of this contract, the Superintendent shall undergo an annual physical exam. Upon receipt of a summary of the annual exam, the Board shall reimburse the Superintendent for any costs not covered by medical insurance. 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.

4. **Employment Representations.** The Superintendent represents that she is not under contract with any other school district for any portion of the term covered by this contract.

C. **BENEFITS**

1. **Automobile Reimbursement.** Each contract year, the Board shall advance monthly to the Superintendent an amount not to exceed Fifty Dollars (\$50.00) for in-District travel. These advances shall be provided separate from and in addition to the Superintendent's salary and must be reasonably calculated not to exceed the anticipated expenditures of the Superintendent for transportation. The Superintendent shall, at least annually, provide the Board with proper itemization and substantiation of all allowable expenses incurred in accordance with the regulations of the *Internal Revenue Code*, as amended. If, in any quarter, the advance provided by the Board exceeds the allowable expenses incurred by the Superintendent, the Superintendent shall return the excess amount within a reasonable period of time in accordance with the regulations of the *Internal Revenue Code*, as amended. The Board shall also reimburse the Superintendent for her out-of-district mileage at the current Internal Revenue Service rate.

2. **Reimbursement of Business Expenses.** The Board shall reimburse the Superintendent for reasonable monthly expenses incurred in the performance of her duties. Itemization shall be made by the Superintendent of all expenses incurred.

3. **Insurance.** Each contract year covered by this agreement, the Board will provide, at its expense, the Superintendent with the following benefits:

- a. Full-family hospitalization/medical insurance, as provided under any group health program effective in the District;
- b. Full-family dental insurance, as provided under any group health program effective in the District;
- c. A supplemental long-term disability insurance policy, subject to requirements of the carrier, in the amount of sixty percent (60%) of the Superintendent's salary as stated in paragraph A.1 of this contract; and
- d. Group term life insurance, subject to requirements of the insurance carrier, in the amount of one (1) times the Superintendent's salary as stated in paragraph A.1 of this contract.

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 convert 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 convert 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. Upon Superintendent's retirement from the District and until Superintendent reaches the age of Medicare eligibility, the Board shall provide the Superintendent with an annual contribution of \$12,000 toward the Superintendent's premiums for hospitalization and major medical insurance and dental insurance.

4. **Vacation.** The Superintendent shall be entitled to a paid vacation of twenty (20) working days in each contract year of this agreement, provided, however, that any vacation time in excess of five (5) consecutive school days shall be mutually agreed upon by the Board and the Superintendent. Vacation time is non-cumulative and must be taken within the twelve-month period or will be lost and unavailable for use, provided, however, that the Superintendent may exchange a maximum of five (5) unused vacation days for payment before June 30 of each contract year. Also, except for the final 2025-2026 contract year, up to three (3) unused vacation days may be carried over to December 31 of the following contract year and if not used by then, shall be lost and unavailable. During the 2025-2026 contract year, all earned and unused vacation day time must be taken within the twelve-month period between July 1, 2025 and June 30, 2026, and if not used by then, shall be lost and unavailable for use or payment except that the Superintendent may exchange a maximum of five (5) unused vacation days for payment before June 30, 2026.

The Superintendent shall also be entitled to all legal and school holidays as designated on the official District calendar. Winter, Spring, and Summer recess periods shall constitute working days unless specifically scheduled and credited toward the vacation days listed above.

5. **Sick and Personal Leave.** Each contract year, the Superintendent shall be granted paid sick leave, as defined in Section 24-6 of the *School Code*, of thirty (30) working days in each contract year, which may be accumulate without any limit. The Superintendent may use up to three (3) of these sick days annually for personal business reasons. In no event shall the number of annual sick days granted to the Superintendent exceed those provided to teachers under the District's Collective Bargaining Agreement.

6. **Professional Organizations.** Subject to prior approval of the Board, the Board shall pay all dues and membership fees to a reasonable number of professional organizations.

7. **Professional Meetings Attendance.** Subject to prior approval of the Board, the Superintendent is expected to attend appropriate professional meetings at the local, state, and national levels. All reasonable expenses incurred shall be paid by the Board in accordance with the Board's annual budget.

8. **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 of the Internal

Revenue Code if adopted by the Board, or (2) authorize a salary reduction in order that the Board may purchase an annuity product for the Superintendent as described in Section 403(b) of the Internal Revenue Code and in the District's 403 (b) Plan, provided that the Superintendent confirms that any such deferrals or reductions for purchase of annuities are within *Internal Revenue Code* limitations.

In addition, no later than September 30, 2021, the Board shall make a non-elective employer contribution to the Superintendent's Section 403(b) annuity in the amount of Eight Thousand Dollars (\$8,000) payable as a lump sum for the 2021-2022 contract year. No later than July 15th of each subsequent contract year, the Board shall make a non-elective employer contribution in the following amounts: 2022-2023: Nine Thousand Dollars (\$9,000); 2023-2024: Ten Thousand Dollars (\$10,000); 2024-2025: Eleven Thousand Dollars (\$11,000); 2025-2026: Twelve Thousand Dollars (\$12,000). Both parties acknowledge that the Superintendent did not have the option of choosing to receive any of the 403(b) contributions directly or in cash.

9. **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.

10. **Cell Phone/Personal Data Assistant Reimbursement.** 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, and subject to prior approval of the Board, and within budgetary constraints, the Superintendent shall be provided with a cellular phone/personal data assistant allowance of Twelve Hundred (\$1,200.00) in each contract year of this agreement to reimburse her for its use in conducting District business. The Board shall make such 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

D. POWERS AND DUTIES *

1. **Duties.** The Superintendent shall have charge of the administration of the schools under the direction of the Board; she shall be the chief executive officer for the Board; she shall recommend the selection, retention and dismissal of, and direct and assign, teachers and other employees of the School District under her supervision; she shall organize and direct the administrative and supervisory staff; she 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; 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 recommend rules, regulations, and procedures deemed necessary for the welfare of the School District; and, in general, she shall perform all other duties incident to the office of the Superintendent, including those required by law or prescribed and delegated to her by the Board.

The Board reserves the right to transfer the Superintendent to another position and/or assign her alternate duties in the District if it is in the best interests of the Board, as determined in its sole discretion,

and provided the Superintendent's contract term, compensation, and benefits afforded under this contract are not reduced.

2. **Extent of Service.** The Superintendent shall devote her entire time, attention, and energy to the business of the School District and related professional activities. With the permission of the Board, 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. The Superintendent may not jeopardize the functioning of the School District by any lengthy and conspicuous absence for such professional activities. The Superintendent may keep any remuneration received for such Board-approved services.

3. **Performance Goals and Indicators.** 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, and attendance and drop-out rates; (2) review the curriculum and instructional services, as well as District wide assessment analysis; (3) review school finances; and (4) 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 Board and Superintendent agree that the aforementioned goals and indicators are linked to student performance and academic improvement of the District.

Prior to the end of each year of this contract, the Board and the Superintendent shall establish such additional student performance and academic improvement goals including the indicators of student performance and academic improvement determined to measure such goals as the parties deem necessary for the then current school year, a copy of which shall be attached hereto to this Exhibit A and incorporated herein. Said goals should draft and implement goals focused on mission, vision and core values, including the development of a new strategic plan, curriculum, instruction and assessment and meaningful engagement of families and communities, including enhancement of communication and District website.

The Board's and Superintendent'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.

E. NON-RENEWAL

The Superintendent acknowledges that this is a final retirement contract. Therefore, the Superintendent waives any right under Section 24-11, 24-12, or any other section of the Illinois *School Code* to receive notice from the Board concerning its intent not to renew this contract at the end of its term and/or the specific reasons, therefore.

F. TERMINATION

1. **Grounds for Termination.** This contract may be terminated during its term by:

- a. Mutual agreement;

- b. Permanent physical or mental disability (inability to perform essential job functions with or without accommodation);
- c. Discharge for cause; or
- d. Death.

2. **Cause.** Throughout the term of this contract, the Superintendent shall be subject to discharge for cause, provided, however, that the Board does not arbitrarily or capriciously call for dismissal. 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 executive session.

3. **Effects of Termination.** Upon termination of this contract, no further compensation or benefits afforded under these contractual provisions shall be paid to the Superintendent or any third party on her behalf, unless otherwise provided by law and/or an agreement of the Parties. This provision does not restrict the right of beneficiaries of the Superintendent to receive compensation or benefits for which they may be eligible under any District insurance policy or plan provided under the terms of this contract.

4. **Resignation Damages.** If the Superintendent voluntarily resigns from employment with the School District prior to June 30, 2025, she agrees to pay the Board the sum of \$10,000. This paragraph shall not apply to a resignation for disability and/or by mutual agreement. This payment is understood to be calculated as liquidated damages to compensate the Board for its costs in replacing the Superintendent. The Superintendent hereby agrees and authorizes any amount owed under this provision to be deducted from the remaining paychecks owed her prior to her departure from the District. If the amount owed cannot be fully deducted, the Superintendent must pay the remaining sum to the School District no later than the date of her final paycheck.

G. EVALUATION

The Board and Superintendent agree that annually they shall mutually discuss and evaluate their working relationship, rapport, and understanding. By July 1 of each year of the contract, 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 also be evaluated in December. As required under the *School Code*, the Board shall evaluate the Superintendent in her administration of school board policies and her stewardship of the assets of the District. The Superintendent's progress toward and attainment of the performance goals set forth in paragraph D.3 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. 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. 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. 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. 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. 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. 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 Agreement this 21st day of September 2021, upon formal approval by the Board at a duly convened meeting held this same date.

SUPERINTENDENT



Dr. Mary Henderson

**BOARD OF EDUCATION
ROSELLE SCHOOL DISTRICT #12
DU PAGE COUNTY, ILLINOIS**

By: 

President

ATTEST:



Secretary

APPENDIX A

Superintendent Additional Performance Goals