

**PERFORMANCE BASED ASSOCIATE SUPERINTENDENT/SUPERINTENDENT
CONTRACT
(September 20, 2021 through June 30, 2025)**

THIS AGREEMENT is made by and between the Board of Education (the “Board”) of Des Plaines Community Consolidated School District 62, Cook County, Illinois (the “School District”) and Dr. Michael Amadei.

In consideration of the mutual promises herein contained, the Board and the Associate Superintendent/Superintendent agree as follows:

1. **EMPLOYMENT.** In accordance with the provisions of Section 10-23.8 of the School Code of Illinois (105 ILCS 5/10-23.8), Dr. Amadei is hereby employed as Associate Superintendent/Superintendent of Schools of the School District (the “Associate Superintendent/Superintendent”) under this multi-year performance-based contract for the period beginning September 20, 2021 and extending through June 30, 2025. For the period September 20, 2021 through June 30, 2022, Dr. Amadei will serve as the School District’s Associate Superintendent and thereafter through June 30, 2025, as the School District’s Superintendent. The contract year under this contract for the first year is September 20 through the immediately following June 30 and thereafter the contract year is July 1 through the immediately following June 30.

This is a performance-based contract, the goals and indicators of which are set forth in the attached Exhibit A. By no later than October 20, 2021, the Associate Superintendent/Superintendent will prepare, for review and approval by the Board, refined and/or additional goals and a program for achievement of the goals within a recommended period of time. The goals provided in Exhibit A at the execution of this contract relate to, and are designed to enhance achievement of, the performance indicators established by the Board for the

School District. The Associate Superintendent/Superintendent's additional program for achievement of the goals will also refine and identify in greater detail the indicators of student performance and academic improvement for assessment purposes.

Each contract year, the Board shall, as part of the annual evaluation of the Associate Superintendent/Superintendent's performance, determine the degree of progress made by the Associate Superintendent/Superintendent toward achievement of the goals and the School District's progress toward achievement of the performance indicators. If the Board determines, as part of its annual evaluation of the Associate Superintendent/Superintendent, that the goals have been achieved and student academic performance improved, the Board may, in its sole discretion, consider and approve an extension or rollover of this contract, although nothing prevents the Board and the Associate Superintendent/Superintendent from entering into a new contract or terminating this contract, at the end of the term of this contract.

The Board and the Associate Superintendent/Superintendent recognize that achievement of the goals and improvement of student academic performance are dependent on continued Board support of the goals and performance indicators and the provision of adequate financial support within available resources. The Board and the Associate Superintendent/Superintendent also recognize that circumstances beyond the control of the Board and/or the Associate Superintendent/Superintendent may prevent attainment, or require modification, of any of the goals and the performance indicators. In such circumstances, or where the Board is unwilling or unable to support the goals or the performance indicators, either financially or in principle, or where the Board determines it to be in the best interests of the School District, the Board, in consultation with the Associate Superintendent/Superintendent, may modify or delete any of the goals and performance indicators as appropriate. The Board's and Associate

Superintendent/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.

2. **DUTIES.** The duties of the Associate Superintendent/Superintendent shall be those duties prescribed by the laws and regulations of the United States, State of Illinois and by the policies, regulations and directions of the Board, all of the foregoing as may be amended or modified from time to time, and as are reasonably incidental to the position of Associate Superintendent/Superintendent.

3. **EVALUATION.** Provided the Associate Superintendent/Superintendent notifies the Board during the month of January of each contract year of the Board's evaluation obligations, the Board shall thereafter, at such time as the business of the Board reasonably permits, meet with the Associate Superintendent/Superintendent to review the Associate Superintendent/Superintendent's performance, including the progress toward achievement of the performance goals as provided in Exhibit A of this contract, assess the working relationship of the Associate Superintendent/Superintendent with the Board, the faculty, the staff, students and the community. The Board shall make a good faith effort to begin the evaluation process by May 1 each contract year and complete the process by June 30 of the same contract year; provided, however, in the last year of this contract, the Associate Superintendent/Superintendent shall notify the Board by October 1 and the Board shall complete the process by March 1.

The Board may terminate or non-renew this contract even if the evaluation requirements of this contract have not been satisfied.

4. SALARY. The Board, as compensation for the Associate Superintendent/Superintendent's duties set forth in this contract, will pay the Associate Superintendent/Superintendent an annual salary of:

- a. \$190,000 for the 2021-2022 school year;
- b. \$205,000 for the 2022-2023 school year.

Thereafter, the Board shall increase the Associate Superintendent/Superintendent's salary in its discretion, if he has made sufficient progress toward the achievement of the goals at Exhibit A. The Board may not unilaterally reduce the Associate Superintendent/Superintendent's annual salary below the annual salary provided in this Contract.

The annual salary shall be payable in equal installments in the same manner as the salaries of other certified central office administrators in the School District are paid. The Associate Superintendent/Superintendent shall not be eligible for advances of compensation. From the salary set forth herein, the Associate Superintendent/Superintendent may elect that a portion of salary be paid into a tax-sheltered annuity pursuant to Section 403(b) and/or a deferred compensation plan pursuant to Section 457 of the Internal Revenue Code of 1986, as amended, subject to IRS limitations. The cost of the contribution to the annuity or plan shall be deducted from the Associate Superintendent/Superintendent's annual compensation and shall not require an expenditure of funds by the Board above the amount paid to the Associate Superintendent/Superintendent in the form of salary.

In addition to the salary stated above, the Board shall pick up and pay on the Associate Superintendent/Superintendent's behalf, the Associate Superintendent/Superintendent's entire contribution to the Illinois Teachers' Retirement System ("TRS") and the Illinois Teachers' Health Insurance Security Fund ("THIS"). Although designated by the Illinois Pension Code as

employee contributions, the amounts required to be picked up by the Board shall be paid by the Board in lieu of contributions by the Associate Superintendent/Superintendent. 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 Associate Superintendent/Superintendent shall not have the option of choosing to receive directly the amounts contributed to the TRS by the Board on the Associate Superintendent/Superintendent's behalf, nor any right or claim to the contributions to the TRS except as such may subsequently become available pursuant to the provisions of the Pension Code and TRS rules and regulations. In the event that legislation or a rule change is enacted that limits the Board's ability to perform its obligations under this paragraph, or otherwise reduces its obligations, 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 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.

The Board shall pick up and pay on behalf of the Associate Superintendent/Superintendent the employer contributions required by law to TRS for pension and THIS purposes.

5. **SICK/PERSONAL LEAVE.** The Associate Superintendent/Superintendent shall be entitled to fifteen (15) days of sick leave annually, as provided for all other twelve-month certified administrators, as amended or modified from time to time, which may accumulate up to 340 days or the maximum allowed for 12-month certified central office administrators, whichever is greater.

The Associate Superintendent/Superintendent shall be granted up to three (3) personal business leave days per contract year. The Board President shall be advised in advance of all personal business leave taken by the Associate Superintendent/Superintendent. Personal business leave days not used at the end of any contract year may not be accumulated as personal business leave but shall be transferred to accumulated sick leave so long as such accumulation does not result in excess sick leave penalties from TRS.

6. **DISABILITY.** The Board shall provide the Associate Superintendent/Superintendent long-term disability insurance on the same basis as is provided for its twelve-month certified administrative employees, provided the Associate Superintendent/Superintendent meets the ordinary qualification requirements of the Board's insurer.

Should the Associate Superintendent/Superintendent become physically or mentally disabled from performing any substantial duty permanently or for a period of ninety (90) calendar days after the exhaustion of sick, personal and vacation leave days in any 180 calendar-day period, the Board may, at its option, terminate the Associate Superintendent/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 Associate Superintendent/Superintendent for any accumulated but unused sick leave, 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 one hundred eighty (180) days after termination. This 180-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.

7. **VACATION.** The Associate Superintendent/Superintendent shall receive twenty-five (25) working days of vacation each contract year at full pay, in addition to school and legal holidays. The Board of Education President, or Vice-President in the absence of the President, shall be advised in advance of all vacations, and prior approval of the President, or Vice-President in the absence of the President, is required for all vacations which are more than five working days in length. Such annual vacation must be taken by August 31 immediately following the school year in which the vacation is earned, and thereafter shall not be taken, compensated or considered as accumulated without the approval of the Board; provided, however, in the last contract year all vacation must be used by June 30 and thereafter shall not be taken, compensated or considered as accumulated without the approval of the Board.

8. **PROFESSIONAL DEVELOPMENT, MEMBERSHIPS, EXPENSES, AND TRAVEL BENEFITS.** The Board will provide the Associate Superintendent/Superintendent with professional development, memberships, expense and travel benefits as approved by the Board President and provided for within Board Policy.

9. **LIFE INSURANCE.** Starting in the 2022-2203 school year, the Board shall provide, at its cost, the Associate Superintendent/Superintendent with term life insurance coverage in the amount of FIVE HUNDRED THOUSAND AND NO/100 (\$500,000.00) DOLLARS, provided the Associate Superintendent/Superintendent meets the ordinary qualification requirements of the Board's insurer. At the Board's discretion, the insurance may be group term insurance generally provided to the Board's certified central office administrators.

10. HEALTH AND DENTAL INSURANCE. The Associate Superintendent/Superintendent shall be provided benefits on the same terms and conditions as other central office administrators including without limitation, family medical, dental, and vision insurance.

11. MEDICAL EXAMINATION. The Associate Superintendent/Superintendent shall produce evidence of his fitness for duty from his most recent physical examination by December 31, 2021. A certification as to the Associate Superintendent/Superintendent's health, in a form satisfactory to the Board, shall be presented to the Board, filed separately from the Associate Superintendent/Superintendent's personnel file, and treated as confidential information by the Board. The Associate Superintendent/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. This contract is contingent on the initial health certification demonstrating the Associate Superintendent/Superintendent's fitness, with reasonable accommodation to the extent required by law, to perform fully under this contract.

Such future health examination shall include tests deemed necessary by the doctor or required by the Board. The cost of such health examination shall be borne by the Board up to a maximum amount of SEVEN HUNDRED AND NO/100 (\$700.00) DOLLARS or such greater amount as is necessary to meet the cost of the examination required by the Board.

12. EQUIPMENT. The Board shall provide, and retain ownership of, a laptop, tablet computer and a "smart" mobile telephone with appropriate data and broadband access services to facilitate the Associate Superintendent/Superintendent's work and business communications in accordance with such benefits provided to the Board's certified central office administrators. The Associate Superintendent/Superintendent's use of the laptop or tablet 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.

13. **LICENSE.** The Associate Superintendent/Superintendent shall furnish to the Board, before beginning employment under this contract, a valid and appropriate license to act as Superintendent of Schools. Such license shall be maintained at all times during the term of this contract.

14. **OUTSIDE ACTIVITIES.** The Associate Superintendent/Superintendent shall confine professional and employment activities to the business of the School District, except as provided in this paragraph 14 or as otherwise approved by the Board. On an occasional, short-term basis approved by the Board's President, the Associate Superintendent/Superintendent shall be permitted to undertake writing, teaching and speaking engagements. Any consulting work undertaken by the Associate Superintendent/Superintendent for compensation must be accomplished on the Associate Superintendent/Superintendent's vacation days, holidays or other non-duty days. The Board's President shall be notified of the nature of the consulting activities, which shall not interfere with the performance of the Associate Superintendent/Superintendent's duties.

15. **TENURE.** By accepting this contract, the Associate Superintendent/Superintendent waives rights granted to him under Sections 24-11 through 24-16 of the Illinois School Code solely while this contract is in effect. The Associate Superintendent/Superintendent maintains his previously acquired tenure credit with the district.

16. **AUTOMOBILE ALLOWANCE.**

The Associate Superintendent/Superintendent shall use his personal automobile to meet the routine transportation needs for the performance of his duties. Starting in the 2022-2023

school year, the Board shall provide the Associate Superintendent/Superintendent with a monthly automobile allowance of Five Hundred Dollars (\$500.00) for costs associated with maintaining, insuring and paying the expenses of his personal automobile (e.g., fuel, oil, etc.) for use in the performance of his official duties as Associate Superintendent/Superintendent during his employment under this Contract. The Board shall reimburse the Associate Superintendent/Superintendent for automobile and other transportation expenses incurred in the performance of his duties for travel outside of the Chicago metropolitan area on the same basis as for other administrative personnel and within the constraints established by the annual budget of the Board.

17. **BACKGROUND INVESTIGATION.** This contract is contingent on completion of a background investigation, to be completed by August 16, 2021, and, thereafter, from time to time as designated by the Board 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 Associate Superintendent/Superintendent's fitness to serve the School District as the role model required by Section 27-12 of the School Code, the Board may, in its sole discretion, terminate this contract on ten (10) days' written notice to the Associate Superintendent/Superintendent.

18. **TERMINATION**

A. **Termination for Cause During the Term of the Contract.** In the event the Board intends to terminate this contract before its expiration for cause, the Board or its designee shall give the Associate Superintendent/Superintendent written notice of such

intention, together with a statement of the reasons for termination. Within five (5) days after receipt of such notice, the Associate Superintendent/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 Associate Superintendent/Superintendent, the Board may suspend the Associate Superintendent/Superintendent with pay except if the reason for termination is criminal conduct, abuse of a student, or sexual harassment of a student or staff member, then the Board may choose to suspend without pay. If the hearing process is delayed more than 14 days due to the actions or inactions of the Associate Superintendent/Superintendent, then the Board has the option of converting the suspension to one without pay. At the conclusion of any hearing, the Board shall determine whether to terminate this contract and the Associate Superintendent/Superintendent's employment.

If the Board and the Associate Superintendent/Superintendent enter into a severance agreement in resolution of a dispute under this subparagraph A., the salary and any benefits provided for in such agreement shall be limited to twenty (20) weeks from the date of termination in accordance with the Illinois Government Severance Pay Act (the "Act"). No such salary and benefits shall be provided by the Board if the termination is for misconduct as defined in the Act.

B. Non-Renewal Without Cause at the End of the Term of the Contract.

In the event the Board or the Associate Superintendent/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 by April 1 of the last year of this contract in

accordance with Section 10-21.4 of the Illinois School Code; however, if the Associate Superintendent/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, then the date in the last year of this contract by which the Board shall give the Associate Superintendent/Superintendent notice of such intention shall be February 15. Otherwise, the Associate Superintendent/Superintendent shall notify the Board of its obligations by March 1, and the Board shall give notice of intention not to renew this contract by April 1, of the last year of this contract. If the Associate Superintendent/Superintendent timely gives notice of the Board's obligations and the Board then fails to give the Associate Superintendent/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.

C. **Unilateral Termination by Board of Education.** The Board may, at its option, and by a minimum of ninety (90) days' notice to the Associate Superintendent/Superintendent, unilaterally terminate this contract during its term without cause effective no earlier than the close of the second contract year. In the event of such termination, the Board shall pay to the Associate Superintendent/Superintendent, as a remedy for breach of contract, the remaining salary which would have been paid from the effective date of termination through the date on which this contract would otherwise have terminated and shall also provide the Associate Superintendent/Superintendent and eligible dependents the same health insurance as provided herein for one year from the date of termination or from the date of termination through the date on which this contract would otherwise have terminated, whichever is

less. The payment by the Board under this paragraph shall be the Associate Superintendent/Superintendent's exclusive remedy for any claims of breach of this contract due to the Board's unilateral termination.

D. Unilateral Termination by the Associate Superintendent/Superintendent. The Associate Superintendent/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 Associate Superintendent/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 Associate Superintendent/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 Associate Superintendent/Superintendent shall pay to the Board, as liquidated damages, TWENTY FIVE THOUSAND AND NO/100 (\$25,000.00) DOLLARS, which relates to much of the aggregate costs to the Board of the search to obtain the Associate Superintendent/Superintendent's successor and any interim replacement. The payment of liquidated damages by the Associate Superintendent/Superintendent under this paragraph shall be the Board's exclusive remedy for any claims of breach of this contract due to the Associate Superintendent/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 Associate Superintendent/Superintendent for disability benefits from TRS.

19. **MISCELLANEOUS**

A. **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 requested, 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
Des Plaines Community Consolidated School District 62
777 E. Algonquin Road
Des Plaines, IL 60016

If to the Associate Superintendent/Superintendent:

Dr. Michael Amadei
Des Plaines Community Consolidated School District 62
777 E. Algonquin Road
Des Plaines, IL 60016

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

C. 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.

D. 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.

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

F. This contract contains all the terms and benefits 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 modification or amendment of this contract shall be valid or binding on the parties unless it is in writing and executed by the Board and Associate Superintendent/Superintendent.

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
DES PLAINES COMMUNITY
CONSOLIDATED SHOOOL
DISTRICT 62
Cook County, Illinois

ASSOCIATE SUPERINTENDENT/
SUPERINTENDENT

By: _____
President

Michael Amodei

Dr. Michael Amadei

Attest: _____
Secretary

Dated: _____

Dated: 9-14-21

EXHIBIT A
TO THE JULY 1, 2021 THROUGH JUNE 30, 2025
PERFORMANCE-BASED ASSOCIATE SUPERINTENDENT/SUPERINTENDENT'S
CONTRACT
BETWEEN THE BOARD OF EDUCATION OF DES PLAINES COMMUNITY
CONSOLIDATED SCHOOL DISTRICT 62
AND DR. MICHAEL AMADEI

ASSOCIATE SUPERINTENDENT/SUPERINTENDENT GOALS

- Goal #1: The Associate Superintendent/Superintendent will develop and implement, in cooperation with the Board's current Superintendent, a transition plan for the transfer of information and responsibility from the current Superintendent to the Associate Superintendent/Superintendent, to include a strategic goal transition and a plan for the transfer of knowledge and training.
- Goal #2: The Associate Superintendent/Superintendent will develop and execute a plan to hire a new Assistant Superintendent for Human Resources.
- Goal #3: The Associate Superintendent/Superintendent will provide leadership to improve academic achievement through a commitment to equity and emphasis on student-centered alignment of resources.
- Goal #4: The Associate Superintendent/Superintendent will develop and implement strategies to enhance family and community engagement.