

CONTRACT OF EMPLOYMENT

The parties enter into THIS AGREEMENT, this 14th day of June 2022 by and between the Board of Education (hereinafter referred to as the “Board”), NEW LENOX SCHOOL DISTRICT NO. 122, Will County, Illinois (hereinafter referred to as the “School District”), and LORI R. MOTSCH (hereinafter referred to as Dr. Motsch), ratified and adopted by resolution at a meeting of the Board, held on June 14, 2022 and found in the minutes of said meeting: FOR AND IN CONSIDERATION of the promises, mutual covenants and agreements hereafter set forth, the parties hereto agree as follows:

1. Employment. In accordance with the provisions of Section 10-23.8 of the School Code (105 ILCS 5/10-23.8) the Superintendent is hereby employed under this multi-year, performance-based contract. The length of this contract shall be for 5 years, beginning July 1, 2022 through June 30, 2027.-A contract year shall be defined as the period beginning on July 1 and ending on June 30.

2. Duties. For each contract year, Dr. Motsch’s duties and responsibilities as the Superintendent of this School District shall be those set forth in the job description (Board Policy), those obligations imposed by the law of the State of Illinois upon the Superintendent of Schools, and, in addition, the obligation to serve as Chief Executive Officer for the Board and to perform such other duties incidental to the office of the Superintendent as may be assigned to the Superintendent by the Board.

3. Salary. The Superintendent’s annual salary for each year of this contract shall be as follows:

<u>Contract Year</u>	<u>Annual Salary</u>
2022-2023	\$209,944.00
2023-2024	\$222,541.00

2024-2025	\$235,893.00
2025-2026	\$250,047.00
2026-2027	\$265,049.00

Dr. Motsch hereby agrees to provide such time, skill, labor and attention to her employment as Superintendent of Schools during the term of the Contract and to perform faithfully the duties imposed by the Board and the State of Illinois.

In addition to the annual salary and other compensation stated in this Agreement, the Board shall pick-up and pay on behalf of and in lieu of contributions by Dr. Motsch to the State of Illinois Teachers' Retirement System (TRS) and Teachers Health Insurance Security Fund (THIS) Dr. Motsch's entire required contributions to TRS and THIS pursuant to the Internal Revenue Code of 1986, Section 414(h)(2), as amended. Dr. Motsch shall not have the option of choosing to receive such amounts directly instead of having them paid to the Teachers' Retirement System, except as they may become available at the time of retirement or resignation from the State of Illinois Teachers' Retirement System. The Board shall also pay Dr. Motsch's portion of the Medicare tax applicable to her salary. Both parties acknowledge that such contributions are made as a condition of employment to secure Dr. Motsch's future services, knowledge and experience. Benefits and compensation shall be paid in accordance with District practice unless otherwise agreed upon. If the current employee contribution rate required by TRS and/or THIS to be remitted decreases or if legislation is implemented that limits the ability of the Board to fulfill its obligations under this section, the Board shall pay the difference to the Superintendent as salary. Any additional salary resulting from a decrease in the current employee contribution rate or legislation limiting the ability of the Board to fulfill its obligations under this section shall be payable to the Superintendent only to the extent it does not incur any penalties or additional employer

contributions by the Board for increases in creditable earnings over 6% over the immediately preceding contract year and only to the extent the Board's total cost for salary and pick up of the TRS and/or THIS contribution does not exceed the Board's total cost before the TRS and/or THIS contribution rate decrease and/or legislative change.

4. Evaluation. Each contract year, but not later than April 1 of each year, the Board shall evaluate and assess in writing the performance of Dr. Motsch as the Superintendent of Schools. In the final year of this Contract, the Board shall evaluate the Superintendent no later than February 1.

5. Hospitalization/Major Medical Insurance. The Board will provide and pay the premiums for group medical insurance for the Superintendent and her family during the life of this Contract, in accordance with the basic group insurance coverage provided to professional administrative personnel. Group dental and vision insurance shall be made available to the Superintendent on the same terms provided to other administrators by the Board. If the provision of health insurance or dental 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 affecting the provision of insurance benefits, or rules and regulations thereunder, the Board, in consultation with the Superintendent, shall convert such insurance benefit to another form of non-creditable compensation or combination of non-creditable compensation and insurance to the extent necessary to avoid the imposition of such penalty, excise tax, or fee. Should this contract terminate before June 30, 2027 due to the death or permanent disability of the Superintendent, the Board shall pay 100% of the premiums for hospitalization, major medical, prescription drug, life, and vision/dental insurance for the Superintendent, her spouse and eligible dependents for four years from the date of contract

termination, for the Superintendent and her spouse for three additional years at the conclusion of the aforementioned four years, and for the Superintendent for one additional year at the conclusion of the aforementioned seven years. Upon the Superintendent's retirement, the Board shall pay 100% of the premiums for hospitalization, major medical, prescription drug, life, and vision/dental insurance for the following individuals:

Superintendent, her spouse, and eligible dependents	Through June 30, 2031
Superintendent and her spouse	Through June 30, 2034
Superintendent	Through June 30, 2035

6. Life Insurance. The Superintendent shall be provided with term life insurance equal to three (3) times her annual salary.

7. Vacation. Dr. Motsch shall be granted twenty-five (25) days of vacation annually with full pay, exclusive of all legal holidays and all other holidays which may be authorized by the Board, which days may be taken at the option of Dr. Motsch. Unused and earned vacation shall not accrue. Dr. Motsch may sell back to the School District accumulated but unused vacation days (or partial days thereof) each contract year at her then-current rate of pay for each unused vacation day. Prior to the end of the 2022-2023 contract year, the Superintendent may exchange up to ten (10) unused vacation days for pay. Prior to the end of each subsequent contract year, the Superintendent may exchange unused vacation days for pay up to such amount that provides a 6% increase in TRS creditable earnings over the immediately prior contract year.

9. Sick/Personal/Bereavement Leave. Dr. Motsch shall be granted fifteen (15) days sick leave annually with unlimited accumulation. Dr. Motsch shall be granted personal days in the amount of three (3) working days per year. Unused personal days shall accumulate as sick leave days. Dr. Motsch shall be entitled to five (5) days of bereavement leave for each

occurrence of death in her immediate family. The definition of immediate family shall be as defined in the collective bargaining agreement between the Board and the certified employees of the School District. Unused bereavement leave shall not accumulate and shall be subject to such other provisions as may be contained in school district policies, rules and regulations. In recognition for service in the District, upon retirement, an additional benefit shall be paid at the Superintendent's per diem rate for each unused accumulated sick leave day (up to 10) that are not used for service credit in the certified staff member's pension program. This payment shall be paid no later than 60 days after commencement of retirement and shall not be pensionable.

10. Attendance at National Conferences. Dr. Motsch, at her option, may attend one national conference annually and shall be reimbursed for all reasonable expenses incurred up to \$2000 per year, exclusive of the conference registration fee(s). In addition, if the School District is receiving an award or presenting a program at a second national conference, Dr. Motsch, at her option, may attend that national conference and shall be reimbursed for all reasonable expenses incurred. Dr. Motsch may attend such other national conferences as the budget may permit and the Board of Education may allow.

11. Other Professional Activities. With prior agreement of the Board President, Dr. Motsch may undertake consultation work, speaking engagements, writing, (profits from published documents/books), teaching a college or university course, lecturing, or other professional duties and obligations unrelated to her duties as Superintendent, provided, however, that such other work shall not interfere in a material and substantial manner with the Superintendent's principal obligations as set forth herein.

12. Annual Medical Examination. The Board shall reimburse Dr. Motsch for an annual medical examination by a doctor or at the clinic of Dr. Motsch's choice at a cost not to exceed three hundred dollars (\$300.00)

13. Termination of Contract. This Agreement may be terminated by:

- A. Mutual agreement of the parties.
- B. Resignation provided however, that Dr. Motsch may resign only at the end of any contract year and must provide written notice of her intent to resign or retire no later than January 15th of her last year of employment. In the event the Superintendent should resign or retire, the Board's financial obligations under this Agreement shall cease with respect to making any future payments or contributions for services that would otherwise have been rendered by the Superintendent but for her resignation or retirement.
- C. Discharge for Cause. "For cause" shall mean any conduct, act or failure to act by Dr. Motsch that is substantially detrimental to the operations of the School District, including but not limited to failure to comply with the terms and conditions of this Agreement after notification and a reasonable opportunity to correct, where appropriate, provided the Board does not act arbitrarily or capriciously. In the event of discharge for cause, Dr. Motsch shall be provided with written reasons, notice of hearing, and a fair hearing before the Board. If the Dr. Motsch chooses to be accompanied by counsel at such hearing, all such personal expenses shall be paid by Dr. Motsch . Following termination for cause, the Board's financial obligations under this Agreement shall cease with respect to making any future payments or

contributions for services that would otherwise have been rendered by the Superintendent, but for her dismissal.

14. Performance Goals. In accordance with Section 10-23.8 of the School Code (105 ILCS 5110-23, 8), the parties agree that they have established Performance Goals for Dr. Motsch for the term of the Agreement, including indicators that will be used by the Board to measure the Superintendent's achievement of said Performance Goals (see Exhibit A). In addition to the annual evaluation required in Section 4, the parties may meet periodically during the contract year to review and discuss the Superintendent's performance and effectiveness toward achieving the Performance Goals. In order to maximize opportunities for the Superintendent's achievement of the Performance Goals, the Board shall cooperate with and assist the Superintendent and agrees that the Superintendent shall have the necessary resources and requisite control over the operations, including finances which are sufficient, in the opinion of the Board, to enable the Superintendent to meet the Performance Goals. If the Board fails to provide the resources which the Board has determined to be necessary, thereby preventing the Superintendent from achieving any of the established Performance Goals, the Superintendent's failure to achieve the applicable Performance Goal(s) shall not be deemed the fault or failure of the Superintendent and the parties agree to modify or remove the applicable goal(s), as the case may be. Similarly, circumstances beyond the control of the Superintendent that prevent the attainment of any of the established goals shall not be deemed the fault or failure of the Superintendent and, in such instances, the Board and Superintendent agree to modify or remove the applicable goal(s). 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.

15. Extension. Provided the performance goals as stated herein have been met, the Board and Dr. Motsch may extend the employment up to five (5) years upon such terms and conditions as they may mutually agree. In such event, the Board shall enter into a new contract of employment.

16. Miscellaneous.

- A. This Contract has been executed in Illinois, and shall be governed in accordance with the laws of the State of Illinois in every respect.
- B. This Contract shall be binding upon and inure to the benefit of the Dr. Motsch, her successors, assigns, heirs, executors, and personal representatives, and shall be binding upon, inure to the benefit of the Board, its successors and assigns.
- C. 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 shall be deemed removed here from, and the remainder of this Contract shall continue to have its intended full force and effect.
- D. This Contract contains all of 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. Except as may otherwise be provided herein, no subsequent alteration, amendments, change or addition to this contract shall be binding upon the parties unless reduced in writing and duly authorized and signed by each of the parties.

IN WITNESS THEREOF, the parties have caused this contract 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.

NEW LENOX SCHOOL DISTRICT 122

RHONDA STARKLAUF
President, Board of Education

ATTEST:

CINDY DYKAS
Secretary, Board of Education

LORI R. MOTSCH, ED. D.
Superintendent

EXHIBIT A

ACADEMIC IMPROVEMENT AND STUDENT PERFORMANCE GOALS AND INDICATORS. In accordance with 105 ILCS 5/10-23.8, this is a performance-based contract linked to student performance and academic improvement of the district. The Superintendent shall strive to meet the goals during the term of this Contract. The parties agree the following goals and indicators are linked to student performance and academic improvement of the schools within the district.

Over the duration of this five-year Contract, the Superintendent shall work to improve student access to educational technology within the District and shall annually report on her progress to the Board of Education. In addition, annually, the Superintendent, with the assistance of her administrative team, shall (1) evaluate student performance, which shall include but not be limited, to, student performance on standardized tests, completion of the curriculum, attendance, and drop-out rates; (2) review the curriculum and instructional services; (3) develop a strategic plan for the district; and (4) report to the Board on her findings as to (a) student performance, (b) recommendations, if any, for curriculum or instructional changes as a result of her evaluation of student performance, and the development of the strategic plan.

The presentation of the reports shall constitute the Superintendent's achievement of the goals and indicators of student performance and academic improvement as required by Section 10-23.8 of the Illinois School Code.