

**EMPLOYMENT CONTRACT BETWEEN
DR. JASON PEARSON AND
COMMUNITY UNIT SCHOOL DISTRICT NO. 303
KANE AND DUPAGE COUNTIES, ILLINOIS**

AGREEMENT made this 15th day of October, 2019, between the **BOARD OF EDUCATION OF COMMUNITY UNIT SCHOOL DISTRICT NO. 303, KANE AND DUPAGE COUNTIES, ILLINOIS**, hereinafter referred to as the “Board,” and **DR. JASON PEARSON**, hereinafter referred to as “Pearson”, in consideration of the mutual covenants and promises contained herein.

A. EMPLOYMENT AND COMPENSATION

1. Employment Term and Compensation. The Board hereby employs Pearson as Superintendent, from July 1, 2019, through June 30, 2022, at an annual salary of Two Hundred Twenty-Six Thousand Dollars and 0/100th (\$226,000) for the period of July 1, 2019, through June 30, 2020. The Board retains the right to adjust the annual salary of Pearson during the term of this Contract each Contract Year beginning with the 2020-2021 Contract Year, provided that upon evaluation of Pearson, the Board neither increases the annual salary by greater than three percent (3%) nor does it decrease Pearson’s then current annual salary.

2. Teachers’ Retirement System and Health Insurance Security Fund. In addition to the salary stated in paragraph A.1 of this Contract, the Board shall pay on behalf of Pearson to the State of Illinois Teachers' Retirement System (“TRS”) and the Teacher Health Insurance Security Fund (“THIS”) Pearson’s required contributions to said pension system and health fund. Pearson shall not have any right or claim to amounts contributed, except as they may become available at the time of retirement or resignation from the TRS and THIS. Both Parties acknowledge that Pearson did not have the option of choosing to receive the contributed amounts directly, instead of having such contributions paid by the Board to the TRS and THIS, and further acknowledge that such contributions are made as a condition of employment to secure Pearson'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 Pearson pursuant to the terms of this Contract. Any and all determinations regarding creditable earnings, creditable service and related TRS issues shall be made by TRS and, where applicable, a court of competent jurisdiction.

B. CONDITIONS OF EMPLOYMENT

1. **Professional Educator License.** Pearson shall furnish to the Board, during the term of this Contract, a valid, appropriate, and properly registered professional educator license, issued by the Illinois State Educator Preparation and Licensure Board, with the appropriate endorsement qualifying him to act pursuant to this Contract.

2. **Waiver of Tenure:** Pursuant to 105 ILCS 5/10-23.8, the Parties acknowledge that Pearson is employed under a multi-year Contract, and that Pearson waives, for the term of this Contract, all rights to Contractual continued service in any position in the District that would otherwise be available under 105 ILCS 5/24-11 through 5/24-16. Pursuant to the law, Pearson shall not lose any previously acquired tenure with the School District.

C. BENEFITS

1. **Sick and Personal Leave.** Pearson shall be granted paid sick leave, as defined in Section 24-6 of the *School Code*, of fifteen (15) working days per year. Unused sick leave days may accumulate without limit. In addition, Pearson shall be permitted to use up to three paid sick leave days each year as paid personal leave. Unused sick days/personal leave will accrue as sick days in accordance with TRS guidelines.

2. **Vacation.** Pearson may take up to twenty-five (25) days of vacation each Contract Year with no loss in salary, and exclusive of legal holidays. This annual allotment of vacation days shall be credited to Pearson on July 1st of each year of the Contract. In addition to the foregoing vacation days, Pearson shall have as paid holidays the three (3) work days between Christmas and New Year's Day. Pearson shall have the approval of the Board of Education President before taking more than two (2) consecutive school days of vacation.

Vacation days must be used by December 31st of the Contract Year following the Contract Year in which the days were granted, or the vacation days will be lost. Pearson may elect, by December 1st or June 1st of each Contract Year, to be paid, at his then current per diem rate (current base salary/260 days), for up to five (5) vacation days total per Contract Year. At the discretion of the Superintendent with notification to the Business Office, payment shall be made in the second December and/or June payroll.

Pearson shall not be entitled to receive pay for the redeemed vacation days if it is determined that such a payment would cause Pearson's creditable earnings for the Contract Year in which such a payment might be issued to exceed the prior year's creditable earnings by more than six percent (6%) or otherwise result in the Board owing an "excess salary contribution" to TRS. To the extent a payment for redeemed days would cause the Board to owe an excess salary contribution to TRS, the unused vacation days shall be considered lost.

In the event of the termination of Pearson's employment (whether upon the expiration of this Contract, or sooner), the Board will pay Pearson the value of all accrued and unused vacation days credited to Pearson as of the last day of his employment. Such payment shall be made to Pearson

after receipt of his final paycheck for regular earnings from the Board and shall be treated as non-reportable to TRS.

3. Insurance.

a. **Health Insurance.** Pearson shall be eligible to participate in the health (medical, dental and vision care) and long term disability insurance benefits provided by the District on the same terms and conditions applicable to other certificated staff, provided, however, that the Board's contribution toward the cost of single coverage under the District's health insurance benefits shall be no less than 100%. However, in the future if Pearson would need family insurance coverage, the Board and Superintendent agreed to revise said benefit upon negotiation of the Parties.

If, at any time during the term of this Contract, the Board's payment of insurance premiums is deemed to constitute a discriminatory benefit under law or regulation subjecting the Board to potential penalties or increased tax payments, then the Board may, in its discretion, determine to decrease its payment for such insurance and make a corresponding increase in Pearson's salary or other compensation to offset the cash value of the reduction in such insurance premium benefit.

b. **Life Insurance.** The Board shall pay the annual premiums for a Term Life Insurance Policy for Pearson with a benefit in the amount of twice Pearson's annual base salary, not to exceed \$500,000.

4. Tax Sheltered Annuities and Custodial Accounts.

a. **Elective Deferrals.** From the annual salary stated in Paragraph A.1 of this Contract, Pearson 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(b) 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 policy or custodial account for Pearson as described in Section 403(b) of the *Internal Revenue Code*, provided that Pearson confirms that any such deferrals or reductions for purchase of annuities are within *Internal Revenue Code* limitations.

b. **Non-elective Employer Contributions.**

- i. **Base Annuity Contribution.** In addition to the annual base salary stated in Paragraph A.1 of this Contract, on behalf of Pearson, the Board shall make a matching non-elective employer contribution in accordance with other administrator contracts in the amount of:
 - a. 1.0% contribution in 2019-20 Contract Year.
 - b. 2.0% contribution in the 2020-21 and 2021-22 Contract Years.
 - c. In no case shall Pearson's benefits be less than those provided to educators through the current SCEA Professional Agreement.

ii. **Contribution Limits.** Pearson has not and shall not have the option to choose to receive cash in lieu of any non-elective employer contributions. These non-elective employer annuity contributions will be made only to the extent such contributions are within *Internal Revenue Code* limitations and provided the Board maintains a 403(b) Plan or 457(b) Plan authorizing such contributions during the term of this Contract. The non-elective employer annuity contributions will be made in each Contract Year in twenty-four (24) equal payments. To the extent the non-elective employer annuity contributions as calculated would exceed the 403(b) and 457(b) combined contribution limits in any Contract Year, the Board will instead pay the excess amount to Pearson as salary. Notwithstanding the foregoing annuity contribution calculations and excess payment provisions, in no event shall Pearson be eligible for or entitled to any combination of salary and/or other forms of creditable earnings the total of which would result in the Board owing an “excess salary contribution” to the Illinois TRS.

5. **Professional and Civic Organization Fees, Professional Development.** Pursuant to prior Board approval, the Board will pay the cost of his joining and maintaining membership in appropriate professional and civic organizations. Pearson shall engage in such professional development activities as may be appropriate and the Board shall pay for fees and appropriate expenses for participation in such activities, within the confines of the appropriation for such activities in the annual District budget.

6. **Physical Examinations.** Pearson shall submit to, and furnish the Board with report of, such comprehensive health examinations as the Board may from time to time require at its expense. The Board shall pay for an annual complete physical examination of Pearson to be performed by a physician of Pearson’s choice.

7. **Travel Expenses.** Travel expenses incurred by Pearson in connection with his official duties (including out of district travel and attendance at a reasonable number of professional association conferences) shall be reimbursed upon substantiation by Pearson to the Board. Documentation of out of district expenses shall be made in accordance with IRS regulations. The Board shall provide \$1,632.00 per year, payable in twenty-four (24) equal payments, for in-district travel.

8. **Cell Phone.** The Board has determined that, by virtue of his job duties, Pearson 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 Pearson is away from the District. Accordingly, the Board will provide Pearson with a cell phone and pay the related monthly cell phone bills. The Board shall make such provision and payments for a business purpose, and not for purposes of compensation of Pearson; however, Pearson may use the phone for both District and personal business in accordance with IRS guidelines.

9. **Other Fringe Benefits.** Unless otherwise provided herein, Pearson shall be allowed such other privileges, leaves, and fringe benefits as are commonly extended to other administrative personnel.

D. POWERS AND DUTIES

1. **Responsibilities and Duties.** The duties and responsibilities of the Superintendent shall include charge of the administration of the schools under the direction of the Board; he shall be the chief executive officer for the Board; he shall recommend the selection, retention and dismissal of, and direct and assign, teachers and other employees of the School District under his supervision; he shall organize and direct the administrative and supervisory staff; he shall make recommendations to the Board concerning the budget, building plans, location of sites, the selection of textbooks, instructional materials, and courses of study; he shall direct the keeping of all records and accounts and aid in the making of all reports, as required by the Board; he shall recommend rules, regulations and procedures deemed necessary for the welfare of the School District; and, in general, he shall perform the duties as set forth in Exhibit A and incorporated herein by reference and all other duties incident to the office of the Superintendent as the Board may delegate to him or as required by law. Pearson shall be responsible for, and deemed to have knowledge of, all of the policies, rules and regulations and procedures established by the Board and shall comply with their requirements.

2. **Extent of Service.** Pearson shall devote his entire time, attention and energy to the business of the School District and related professional activities. Pearson agrees not to undertake any other employment (*e.g.*, consultation, speaking engagements, writings, lectures, or other professional duties or responsibilities) without first obtaining the approval of the Board. Pearson may not jeopardize the functioning of the School District by any lengthy and conspicuous absence for any professional activities.

E. TERMINATION, NONRENEWAL, EXTENSION, AND RENEWAL

1. **Termination.** This Contract shall terminate and all rights, duties and obligations of the Parties shall cease:

- a. in the event Pearson shall be unable to perform any or all of his duties by reason of illness, injury or other cause and said inability is deemed permanent by competent medical authority hired by the Board; provided, however, termination of this Contract because of physical or mental incapacity shall not result in forfeiture of sick leave, in excess of said period, which Pearson may have accrued at that time;
- b. for other good and just cause including, but not necessarily limited to, dishonesty, fraud, incompetence, neglect of duties or failure to follow lawful policy directives of the Board. In the event the Board believes there to be cause for termination under this paragraph, it shall:
 - i. advise Pearson verbally or in writing concerning the nature of the asserted cause(s);
 - ii. afford Pearson an opportunity to respond to the Board relative to the asserted cause(s); and

- iii. grant Pearson, if he desires it, a written statement of the asserted cause(s) and a hearing before the Board before taking action in open session to terminate this Contract. The Board shall have the right to suspend Pearson from duty pending completion of the foregoing steps, if, in the judgment of the Board, the interests of the schools require such suspension. During any such suspension, the salary that otherwise would be due and payable to Pearson shall be placed in escrow, with said funds to be released and paid to Pearson if it is determined that there is no cause for termination hereunder, and to be returned to the Board if Pearson is not exonerated. Upon termination of this employment Contract for any reason, all payments by the Board to or on behalf of Pearson shall cease unless otherwise required by law.
- c. In the event Pearson intends to terminate his employment with the District prior to the expiration of this Contract in order to retire or seek other employment, Pearson shall give notice of that intent on or before January 1 of the fiscal year in which he seeks to terminate his employment with his last date of employment being the last day of such fiscal year unless otherwise mutually agreed.

2. Non-Renewal. Each Party shall have the obligation to notify the other of any intent not to renew the Contract. The Board shall give such notice of the intent not to renew the Contract to Pearson. Optimally, the Board shall give such notice by August 1st of the Contract Year in which the Contract expires. However, the Board's deadline for providing such notice is April 1st of the Contract Year in which the Contract expires. The Board's failure to provide notice of non-renewal by April 1st of the Contract Year in which the Contract expires shall cause the Contract to be automatically extended by one additional Contract Year. If Pearson has not received a notice of non-renewal from the Board, he shall notify the President and Secretary of the Board by February 1st of the Contract Year in which the Contract expires, that failure of the Board to give Pearson said notice of intent not to renew by April 1st shall extend this Contract for one (1) additional year. The failure of Pearson to give the required reminder notice to the Board shall waive the obligation of the Board hereunder to give its notice of intent by April 1st.

Notice of intent not to renew given by the Board to Pearson shall be in writing and shall state the specific reasons for such non-renewal. Pearson may request a Closed Session Hearing by making the request in writing and serving it upon the Board of Education President within ten (10) days after his receipt of such notice. At the hearing, Pearson has the privilege of presenting evidence, witnesses and defenses upon and to the grounds for his non-renewal.

3. Extension or Renewal during the Term of the Contract. Prior to January 1, 2022 at the option of the Board and the agreement of the Superintendent, the Contract can be extended or renewed up to the maximum permitted by law, provided Pearson, with the assistance of his administrative team has (a) evaluated student performance, which includes but is not limited to student performance on standardized tests, internal formative assessment tests, completion of the curriculum, attendance and dropout rates; (b) reviewed the curriculum and instructional services of the District; and (c) reported to the Board on his findings as to (i) student performance and (ii)

recommendations, if any, for curriculum or instructional changes as a result of his evaluation of student performance; all of which constitute the achievement of the goals and indicators of student performance and academic improvement as required by Section 10-23.8 of the *School Code*. (105 ILCS 5/10-23.8)

4. Renewal. After December 31, 2021 the Board and Superintendent may agree to renew the contract.

F. EVALUATION AND GOALS

At least semi-annually, no later than February 1st of each Contract Year, and no later than June 30th of each Contract Year, the Board shall review with Pearson: Pearson's working relationships with the Board of Education, the faculty, staff, and community; the performance of Pearson in fulfilling the duties and responsibilities set forth under this Contract and the goals set forth in the Superintendent Evaluation Report. Such review shall be in closed session and may be made semi-annually or annually as the Board of Education may determine from year to year. Such review shall be based upon a written and verbal report to the Board of Education by Pearson. The Board shall provide to Pearson a written summary of its review.

G. MISCELLANEOUS PROVISIONS

1. Entire Agreement. This Contract contains the entire agreement of the Parties. No modifications, changes, extension, or discharge thereof, shall be effective unless in writing and executed by both Parties (except for an automatic extension under the provisions of Paragraph E.2 and other changes authorized in this Contract).

2. Prior Contracts. 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.

3. Applicable Law. This Contract has been executed in Illinois and shall be governed in accordance with the laws of the State of Illinois in every respect.

IN WITNESS WHEREOF, the **Board of Education of Community Unit School District No. 303, Kane and DuPage Counties, Illinois**, and **Dr. Jason Pearson** have approved and executed this Contract in duplicate, upon formal action taken by the Board to approve the Contract at a duly-called meeting on the date indicated above.

DR. JASON PEARSON

**BOARD OF EDUCATION OF
COMMUNITY UNIT SCHOOL
DISTRICT No. 303, Kane and
Du Page Counties, Illinois**

By: Dr. Jason Pearson

By: Ms. Carolyn Waibel
Board President

Date:_____

Date:_____

ATTEST:

By: Mrs. Jillian Barker
Board Secretary

Date:_____

EXHIBIT A

Community Unit School District 303

Title:

Superintendent

Reports to and Evaluated by:

Board of Education

Supervises:

- Assistant Superintendent of Leadership and Administrative Services
- Assistant Superintendent of Leadership and School Improvement
- Assistant Superintendent for Business Services (CFO)
- Assistant Superintendent of L&T (CAO)
- Assistant Superintendent of Operations
- Executive Director of Technology
- Director of Communications and Community Relations
- Executive Director of Assessment and Accountability
- Administrative Assistant to Superintendent

Job Summary:

The Superintendent is the chief executive officer of the District, and is responsible for implementing and administering the policies and directions of the Board of Education. The Superintendent provides leadership to the District, formulates plans for the District to achieve its operational and strategic goals, and serves as the primary representative of the District in the community. The Superintendent, through his or her delegation of authority to the members of the Senior Leadership Team, establishes and maintains processes and procedures to ensure the efficient and effective management of the District.

Qualifications and Experience:

- Earned doctoral degree from a regionally accredited university.
- Minimum of seven years as a Superintendent or Assistant Superintendent in a similarly-sized district with approximately the same demographic characteristics.
- Proper licensure and endorsement to serve as a Superintendent in Illinois.
- Demonstrated ability to provide effective educational and administrative leadership, instill confidence, communicate well in speech and writing to individuals and groups, and develop plans to achieve District goals.
- Commitment to act with integrity and in accord with the highest ethical and professional standards.
- Knowledge and thorough understanding of initiatives and programs that demonstrably result in improved academic performance.
- Evidence of continued professional growth and development.

Major Job Duties and Responsibilities:

The Superintendent has major job duties and responsibilities in the categories shown below.

Leadership and District Culture

1. Promote an environment in which all students are empowered and inspired to learn.
2. Anticipate problems and conflicts and view them as opportunities to initiate thoughtful action and productive innovation.
3. Encourage rigorous and creative thinking and the use of data-based decision making processes that challenge current practices, honor diversity, and result in strategies and initiatives to achieve District goals.
4. Establish priorities in the context of the educational and administrative needs of the District and the financial resources that are available to it.
5. Serve as the District's primary spokesperson for the welfare and benefit of all students.
6. Act as a model for employees and others by demonstrating sustained effort and enthusiasm for producing high quality work.

Policy and Governance

1. Interpret and implement policies approved by the Board of Education.
2. Advise and assist the Board of Education in the policy-development process.
3. Make all major administrative decisions necessary for the District to function properly.
4. Serve as the chief executive officer of the District.
5. Plan and develop meeting agendas for the Board of Education in conjunction with the Board President.

Communications and Community Relations

1. Build coalitions within the community to promote District goals and priorities.
2. Further an understanding and acceptance of the District's programs and initiatives by participating in various civic, service, and community groups.
3. Provide timely and meaningful communications to the Board of Education on matters related to the current and future operation of the District.
4. Encourage communication and collaboration between the District and community to share information, build trust, and develop productive relationships.
5. Foster a good working relationship with the media so as to encourage the accurate and timely dissemination of information to the public.
6. Keep the public informed as to the status and progress the District is making in achieving its educational, administrative, and other goals.

Organizational Management

1. Define and institute processes for gathering, analyzing, and using data for decision making.

2. Develop and maintain procedures to plan and regulate District-wide activities and projects.
3. Delegate authority and responsibility at the appropriate organizational levels to effectively manage and evaluate District operations.
4. Develop and administer the District's budget in conjunction with the other members of the Senior Leadership Team.

Curriculum Planning and Development

1. Provide overall leadership in designing a curriculum and strategic educational plan that enhances teaching and learning in multiple contexts.
2. Implement and maintain a methodology to anticipate occupational trends and their educational implications.
3. Identify taxonomies of instructional objectives and validation procedures for curricular units.
4. Ensure the use of reliable and valid performance indicators and testing procedures to accurately measure learning outcomes.
5. Maintain a process of continuous study and revision of curriculum guides, course materials, and learning objectives.

Instructional Management

1. Demonstrate knowledge and use of instructional management techniques and systems that incorporate research findings concerning teaching strategies, instructional time, advanced electronic technologies, and resources to maximize student learning outcomes.
2. Apply research findings and best practice to capitalize on the integration of curriculum, resources, and assessment strategies so as to help all students perform at high academic levels.

Human Resources Management

1. Promote the employment and retention of highly qualified employees for all positions within the District.
2. Ensure that all employees are properly oriented, trained, compensated, supervised, and evaluated.
3. Implement processes and systems to enhance the District's ability to efficiently and effectively manage its human resources.

Values and Ethics of Leadership

1. Maintain and contribute to an environment for excellence that is characterized by honesty and integrity, self-motivated and self-renewing behavior, and its ability to encourage employees to perform at their best.
2. Understand and model values that support and promote public education, respect for diversity in all of its forms, ethical behavior, and commitment and adherence to the highest professional standards of conduct.

All district employees are expected to maintain a high level of ethical behavior and confidentiality of information regarding students, personnel, and all job related matters. In addition, all staff are expected to serve as a positive role model and work to ensure a safe building environment.

The above statements are intended to describe the general nature and level of work being performed by people assigned to this classification. They are not to be construed as an exhaustive list of all responsibilities, duties, and skills required of personnel so classified. All personnel may be required to perform duties outside of their normal responsibilities at any time.