

**MINUTES OF A SPECIAL MEETING  
OF THE BOARD OF EDUCATION OF  
SCHOOL DISTRICT NO. 70  
COOK COUNTY, ILLINOIS  
HELD AT PARK VIEW SCHOOL**

**February 8, 2016**

The Meeting was called to order at 7:00 p.m. with the following members present:

Mark Thannert  
George Karagozian  
Wayne Youkhana  
Leah Kintner  
Lori Eslick  
Aneta Greiner  
Paul McGivern

Also present were Liz Frake, Connie Schroeder, Jen Drozd-Nolan, Jody Shelist, Margaret Reynolds, Teachers; Alana McCloskey, Admin Assistant; Laura Dounis, Parent, Staff Member, and Resident of District 70; Allison and Mia Voehringer; Jennifer Kiedaisch, Assistant Principal; Stephanie Evans, Director of Student Services; and Erin O'Connor, Board Secretary.

Pledge of Allegiance.

*Audience*  
*To*  
*Visitors*       None

***Action Items***

***Superintendent***

***Contract***       A motion was made by Member McGivern and seconded by Member Greiner to approve a multi-year employment contract for Brad Voehringer as the new Superintendent.

Roll Call: Members Thannert, Karagozian, Youkhana, Eslick, Kintner, Greiner and McGivern voted aye. Nays none. The motion carried.

**Old  
Business** None

**New  
Business** Member Eslick mentioned that the Board will be completing a community involvement training through IASB. The date for the training is still being determined.

**Audience  
To Visitors** Brad Voehringer, Superintendent – He thanked the Board and the audience for awarding him the position and all of their hard work.

Connie Schroeder, Teacher – She welcomed Brad to Park View and stated that she is looking forward to working with him.

Margaret Reynolds, Teacher – She thanked the Board for all of their hard work in this process.

**Adjournment** A motion was made by Member McGivern and seconded by Member Kintner to adjourn the Board Meeting. All members were in favor. The meeting adjourned at 7:07 p.m.

Approved by: Paul McSwain  
President

Eric O'Carroll  
Secretary

**SUPERINTENDENT'S EMPLOYMENT AGREEMENT  
FEBRUARY 9, 2016 - JUNE 30, 2019**

THIS AGREEMENT is made by and between the BOARD OF EDUCATION OF MORTON GROVE SCHOOL DISTRICT NO. 70, Cook County, Illinois, hereinafter referred to as the "Board", and Brad W. Voehringer, hereinafter referred to as the "Superintendent".

**A. EMPLOYMENT AND COMPENSATION**

1. The Board hereby employs the Superintendent for a multi-year period commencing February 9, 2016 and terminating June 30, 2019. The contract year under this Agreement is July 1 through the succeeding June 30 of the next calendar year. The Superintendent hereby accepts employment upon the terms hereafter set forth.
  - a. From February 9, 2016 through June 30, 2016, the Superintendent shall perform any and all duties necessary to transition the superintendency from the District's current Superintendent, including but not limited to screening and selecting administrative and other staff, and shall be paid on a per diem basis for each day worked up to a maximum of twenty (20) days. The Superintendent's daily rate will be Three Hundred Dollars (\$300.00).
  - b. During the first complete contract year of the Agreement (July 1, 2016 through June 30, 2017), the Superintendent shall be paid a salary of One Hundred Seventy-Nine Thousand Nine Hundred Dollars (\$179,900.00), payable in equal installments in accordance with the rules of the Board governing payments of other administrative staff members in the District. For each subsequent contract year, the Board shall determine the Superintendent's annual salary by July 1, and after the Superintendent's evaluation has been completed. The Board's action to increase or otherwise change the Superintendent's salary under this paragraph shall be in implementation of this provision of this Agreement and shall not constitute or require an amendment to this Agreement.
2. In addition to the annual salary stated in Paragraph A.1.b. of this Agreement, the Board shall make a contribution on behalf of the Superintendent to the State of Illinois Teachers' Retirement System (TRS) in an amount equal to, and in satisfaction of, the Superintendent's required contribution to TRS. The Board shall also make a contribution on behalf of the Superintendent in an amount equal to and in satisfaction of the Superintendent's required contribution for the Teachers' Health Insurance Security (THIS) Fund for health insurance provided by TRS. It is the intention of the parties to qualify all such payments by the Board on the Superintendent's behalf as employer payments pursuant to Section 414(h) of the Internal Revenue Code. The Superintendent does not have any right or claim to said amounts contributed by the Board on his behalf except as they may become available at the time of retirement or resignation from TRS. 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 that such contributions are made as a condition of employment to secure the Superintendent's future services, knowledge, and experience.

3. Any salary or other adjustment or modification made during the life of this Agreement shall be in the form of a formal agreement between the parties and shall become a part of this Agreement, but such adjustment or modification shall not be construed as a new Agreement with the Superintendent or as an extension of the termination date of this Agreement. The Board retains the right to adjust the salary, provided that any salary adjustment does not reduce the annual salary as stated in Paragraph A.1.b. above.
4. During the term of this Agreement, the Superintendent shall hold a valid Professional Educator License with a Superintendent Endorsement issued by the Illinois State Board of Education qualifying him to act as Superintendent of the School District.
5. Prior to the beginning of employment, and at least once a year during the term of this Agreement, the Superintendent shall obtain a comprehensive medical examination at Board expense in an amount not to exceed Three Hundred Fifty Dollars (\$350.00). A statement by the physician certifying the Superintendent's physical capacity to perform the essential functions of his position shall be given to the President of the Board. The physician performing the medical examination shall be licensed to practice medicine in all its branches and shall be chosen by the Superintendent.
6. The Superintendent acknowledges that by accepting the terms of this multi-year Agreement, the Superintendent waives any right to tenure in the School District for the duration of this multi-year contract pursuant to Section 5/10-23.8 of *The School Code*.

#### **B. BENEFITS**

1. The Superintendent shall furnish and maintain his own vehicle for use in the performance of his duties. The Board will reimburse the Superintendent at the maximum IRS allowable mileage rate for out-of-district business travel. Other travel-related expenses incurred by the Superintendent for school business purposes shall be reimbursed if approved by the Board.
2. The Board shall provide the Superintendent with use of a District-owned cell phone, laptop computer and iPad at no cost to the Superintendent. It is expected that these devices will be used primarily to conduct district business. Upon separation of employment from the District, the Superintendent will return the cell phone, laptop computer and iPad to the Board President.
3. The Board will provide the Superintendent with the following benefits for insurance coverages:
  - a. Full-family hospitalization and medical insurance and dental insurance during the term of this Agreement, as provided under any program effective in the

District. The Superintendent and Board agree that they will determine on an annual basis, before the beginning of the following insurance year, whether there is a need to continue full-family coverage. The Superintendent will receive an additional Twelve Thousand Dollars (\$12,000.00) for each contract year in which he completely forgoes taking any hospitalization and medical insurance and dental insurance.

If at any time during this Agreement, a change in federal or state laws or regulations becomes effective which would cause the Board an employer penalty or tax related to the health insurance benefits provided in this Agreement, or which would increase the Board's cost of health coverage under this Agreement, then the parties agree to re-open this Agreement to renegotiate the affected provisions.

- b. Term life insurance in the amount of One Hundred Thousand Dollars (\$100,000.00).
4. The Superintendent shall be entitled to a paid vacation of twenty (20) work days in each contract year provided, however, any vacation time in excess of five (5) consecutive school days shall be mutually agreed upon by the Board and the Superintendent. The Superintendent shall also be entitled to all legal school holidays. Winter break, spring break, and summer recess periods shall constitute working days unless specifically scheduled and credited toward the vacation days listed above.

Vacation must be taken within the twelve-month contract year, and may not be carried over. However, each contract year, the Superintendent may elect to receive compensation for (*i.e.*, "cash out") a maximum of five (5) unused working days of paid vacation days at the Superintendent's then per diem rate (annual base salary divided by 260). The Superintendent shall notify the Board President in writing by no later than June 15 of each contract year of the number of unused vacation days to be exchanged for pay, as provided above. Payment for the exchanged vacation days shall be made no later than the end of that contract year.

5. The Superintendent shall be granted sick leave, as defined in Section 5/24-6 of *The School Code*, of fourteen (14) work days per contract year, which, if unused, may accumulate without limitation. The Superintendent shall be granted three (3) personal leave days per contract year for personal business. Personal business leave days may not be accumulated.
6. The Board shall pay for all dues and membership fees, including but not limited to the Illinois Association of School Administrators and American Association of School Administrators, and the reasonable expenses of attendance at professional development activities, provided that such expenditures are approved in advance by the Board.
7. The Superintendent is expected to attend appropriate professional meetings and development at the local, state and national levels, subject to advance approval

by the Board. All actual and necessary expenses incurred by the Superintendent shall be paid by the Board subject to their itemization by the Superintendent.

8. 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 advance approval, the Board shall pay the dues incurred through membership in such organizations.
9. From the annual salary stated in Paragraph A.1.b. of this Agreement, the Superintendent may (1) annually defer compensation pursuant to and in accordance with the terms of an eligible deferred compensation plan as described in Section 457(b) of the Internal Revenue Service code, if adopted by the Board, and/or (2) authorize a salary reduction in order that the Board may purchase a 403(b) eligible product for him as described in Section 403(b) of the Internal Revenue Service code, in accordance with the Board's 403(b) Plan, if offered. The Superintendent agrees that any such deferrals or salary reductions for purchase of annuities are within the Internal Revenue Service code limitations. The Superintendent agrees to hold the Board harmless from any tax liabilities that may accrue on account of improper withholding.
10. In each contract year of this Agreement, the Superintendent shall be eligible for a performance bonus payment in the amount of Five Thousand Dollars (\$5,000.00). The Board and Superintendent shall establish specific performance goals to determine performance bonus eligibility no later than August 1 of each contract year. The Board, in its sole discretion, shall determine annually whether the Superintendent will receive the performance bonus payment based upon his completion of the performance goals established for that contract year.

#### **C. POWERS AND DUTIES**

1. The powers and duties of the Superintendent shall be those duties prescribed by the laws and regulations of the State of Illinois and by the policies, rules, regulations and directions of the Board, and as may be amended or modified from time to time, and such duties as are reasonably incidental thereto.
2. The Superintendent shall administer the affairs of the School District under the direction of the Board and shall exercise authority required or allowable under applicable law and fulfill duties set forth in the job description for this position.
3. The Superintendent shall have charge of the administration of the schools under the direction of the Board and shall be the Chief Executive Officer for the Board; recommend the selection of and direct and assign teachers and other employees of the School District under his supervision; organize and direct the administrative and supervisory staff; make recommendations to the Board concerning the budget, building plans, locations of sites, and the selection of textbooks, instructional material, and course of study; direct the keeping of all records and accounts and aid in the making of all reports as required by the Board; recommend rules, regulations, and procedures deemed necessary for the welfare of the School District; and, in general, perform all other duties incident to

the office of the superintendent as may be prescribed by the Board from time to time.

4. Nothing herein limits the right of the Board to assign the Superintendent to any other assignment or positions which requires certification for the purposes of TRS so long as his compensation, benefits and term of contract is not reduced.
5. Subject to prior approval by the Board, the Superintendent may attend university courses, seminars or other professional growth activities and/or undertake consultation work, speaking engagements, writing or lecturing, provided, however, that any other work or activities shall not interfere with the Superintendent's obligations as set forth in this Agreement. Whether these other duties interfere with the Superintendent's obligations shall be determined by the Board at its sole discretion.

#### **C. STUDENT PERFORMANCE AND ACADEMIC IMPROVEMENT GOALS**

The Superintendent acknowledges that this multi-year contract is a performance-based contract which includes the goals and indicators of student performance and academic improvement determined by the Board to measure the performance and effectiveness of the Superintendent as mandated under Section 5/10-23.8 of *The School Code*. As part of the Superintendent's annual performance evaluation, the parties shall meet to review the Superintendent's progress towards attainment of the student performance and academic improvement goals established by the Board. The goals and indicators of student performance and academic improvement are set forth in Exhibit A. of this Agreement.

The Board will review and assess the Superintendent's performance based upon the student performance and academic improvement goals set forth in Exhibit A., and any other performance goals and objectives established by the Board. This Agreement shall be extended at the end of any contract year upon mutual agreement only if the performance goals set forth in Exhibit A. are successfully attained by the Superintendent based upon the Board's review and assessment of the Superintendent's performance.

#### **D. RE-EMPLOYMENT**

This is a multi-year Agreement under Section 5/10-23.8 of *The School Code*. This Agreement may be extended in writing upon mutual agreement of the Board and Superintendent at the end of any year of the Agreement, provided the Board determines that the Superintendent satisfactorily met all the student performance and academic improvement goals set forth in Paragraph C. above. This Agreement will not be extended at the end of any contract year unless the Board determines that all the performance goals have been met and specifically acts in writing to extend the Agreement.

#### **E. TERMINATION**

This Agreement may be terminated by:

1. Mutual agreement of the parties.

2. Permanent disability of the Superintendent. The Board may terminate this contract for reasons of permanent disability or incapacity at any time after the Superintendent has exhausted his accumulated sick leave, personal leave and vacation benefits and either has been absent from his employment for a continuous period of ninety (90) calendar days or presents to the Board a physician's statement certifying that he is permanently disabled or incapacitated. All obligations of the Board shall cease upon written notice of termination for permanent disability or incapacity, provided that the Superintendent shall be entitled to a hearing before the Board if he so requests. The Board reserves the right to require the Superintendent to submit to a medical examination, either physical or mental, whenever the Board deems the Superintendent may be disabled. Such examination shall be performed by a physician licensed to practice medicine in all its branches, who is mutually selected and paid by the Board. The physician shall prepare a detailed report of the state of the Superintendent's physical and/or mental health and submit it to the Board of Education.
3. Discharge of the Superintendent for cause. Discharge for cause shall be for any conduct, act, or failure to act by the Superintendent that is detrimental to the best interests of the School District, including but not limited to the willful failure of the Superintendent to satisfactorily implement or meet the Superintendent Performance and Academic Improvement Goals set forth in Exhibit A. of this Agreement. 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 at such hearing, he shall be responsible for any costs involved. The Board hearing shall be conducted in executive session.
4. Death of the Superintendent.
5. Retirement/resignation, provided, however, the Superintendent gives the Board notice of resignation no later than September 1 of the contract year.
6. The Board's finding that irreconcilable differences developed between it and the Superintendent. In the event the Board determines to initiate negotiation with the Superintendent with respect to a discharge for irreconcilable differences between it and the Superintendent and for termination of this Agreement, the Superintendent agrees to negotiate with the Board to settle any and all claims and demands which may arise from or be connected with such discharge. If no settlement can mutually be reached after a reasonable period of negotiations, the Superintendent hereby agrees to accept a monetary amount: (1) not to exceed the salary due and owing under the remaining term of this Agreement, reduced by any compensation received by the Superintendent based upon his employment during such period, or (2) the amount of the Superintendent's salary in the most recent contract year, whichever amount is less.

If at the time of termination, the Superintendent and/or eligible dependents (as applicable at that time) are participating in the District's hospitalization and medical insurance and dental insurance programs at no cost to the



Superintendent, the Superintendent and/or eligible dependents shall also be entitled to hospitalization and medical insurance and dental insurance at no cost to the Superintendent until such time that the Board's obligation for payment of salary under the lesser of (1) or (2) immediately above has expired. For instance and by way of illustration, if the Board has an obligation under (2) and the Superintendent and his eligible dependents are participating in District hospitalization and medical insurance and dental insurance programs at no cost to the Superintendent at the time of termination, then liability for these insurance benefits would lie for one (1) calendar year period starting on the day following the termination of the Superintendent's employment and ending on the earlier of: one (1) year after the date the Superintendent's employment was terminated; or the Superintendent obtaining alternative employment under which the Superintendent has access to substantively similar insurance benefits. In addition, the Superintendent has the obligation to attempt to mitigate the Board's monetary obligation under this Paragraph by making a good faith effort to obtain alternative employment with substantively similar insurance benefits during the balance of the contract term. Such monetary payment shall be in full release of any and all claims, rights, causes of action, proceedings or privileges the either party may have pursuant to this Agreement or any federal or state law, or constitutional, statutory or administrative provision.

#### **F. LIQUIDATED DAMAGES**

In the event the Superintendent gives the District notice that he does not intend to fulfill the term of this Agreement, it is agreed by the parties that the Board will incur expenses, including but not limited to the payment of search firms and other related expenses to employ a new superintendent. The parties agree that any such damages suffered by the Board would be difficult to estimate and agree that in such case the Superintendent shall pay to the District an amount not to exceed Fifteen Thousand Dollars (\$15,000.00) in full and complete liquidated damages. The Board in its sole discretion will determine the amount of the liquidated damages payment at the time of the Superintendent's notice.

In the event the Superintendent gives the Board ninety (90) days' notice prior to the end of any school year (June 30th) of his retirement from the District and from TRS at the end of that school year or if the Superintendent resigns due to a permanent disability as defined by TRS effective at the end of any school year and continues to work under this Agreement until the end of that school year, this Paragraph shall not be enforced.

#### **G. EVALUATION**

The Board shall review the Superintendent's performance on an annual basis. The performance evaluation shall include, but not be limited to, the Superintendent's progress toward the attainment of the student performance and academic achievement goals set forth in Exhibit A. of the Agreement, administration of personnel, rapport with the Board and the community, and such other evaluation criteria or performance goals that may be established by the Board. The Superintendent shall remind the Board by January 15 of each contract year to evaluate his performance. The appraisal of the Superintendent's performance shall be provided in writing by the Board to the Superintendent by March 1 of each contract year. After such evaluation, the parties may

schedule a meeting to review the evaluation and determine, if necessary, the terms and conditions of the continued future employment of the Superintendent.

**H. MODIFICATIONS AND AMENDMENTS**

No modification or amendment of this Agreement shall be valid or binding on the parties unless it is formally agreed to by the Board and the Superintendent.

**I. NOTICE**


Any notice required to be given under this Agreement shall be deemed sufficient if it is in writing and sent by mail, in the case of notice to the Superintendent, to the last known residence of the Superintendent, or, in the case of notice to the Board, to the President of the Board at the District's Administration office.

**J. MISCELLANEOUS**

1. This Agreement has been executed in Illinois and shall be governed in accordance with the laws thereof.
2. Paragraph headings and numbers have been inserted for convenience of reference only. In the event of any conflict between any such headings or numbers and the text of this Agreement, the text shall control.
3. This Agreement 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.
4. This Agreement contains all the terms agreed upon by the parties with respect to the subject matter of this Agreement and supersedes all prior agreements, arrangements, and communications between the parties whether oral or written, concerning such subject matter.
5. This Agreement shall be binding upon and inure to the benefit of the Superintendent his successors, assigns, heirs, executors, and personal representatives, and shall be binding upon, and inure to the benefit of the Board, its successors, and assigns.
6. If a court having jurisdiction issues a final decision declaring any provision of this Agreement to be unlawful or unenforceable, all other provisions of the Agreement shall remain in full force and effect.

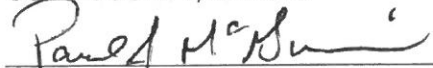
IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth below.

SUPERINTENDENT

  
\_\_\_\_\_  
Brad W. Voehringer

Date: 2-9-16

BOARD OF EDUCATION OF  
MORTON GROVE  
SCHOOL DISTRICT NO. 70,  
COOK COUNTY, ILLINOIS

  
\_\_\_\_\_  
Paul McBurney  
President

Date: Feb 9, 2016

ATTEST:

  
\_\_\_\_\_  
E. Olson  
Secretary

Date: 2/9/16

