

SUPERINTENDENT'S CONTRACT

AGREEMENT made this 17th day of July, 2017, by and between the **BOARD OF EDUCATION**, School District No. 6, Cissna Park, Illinois, ("the Board"), and **DANIEL S. HYLBERT**, ("Superintendent"), ratified by a resolution adopted at the regular meeting of the Board held on July 17, 2017.

This Agreement constitutes a successor administrative performance based employment contract entered into during the term of an existing, predecessor administrative performance based employment contract. In accordance with the provision in 105 ILCS 5/10-23.8 of The Illinois School Code, the Superintendent and Board confirm and acknowledge that the Superintendent has met the goals and indicators of student performance and academic achievement, as stated in the original, predecessor contract.

IT IS AGREED:

1.) **Employment** – Superintendent is hereby hired and retained from July 1, 2017 to June 30, 2021 as Superintendent of Schools for School District No. 6, Cissna Park, Illinois.

2.) **Duties** – The duties and responsibilities of Superintendent of this District shall be all those duties incident to the office of Superintendent as 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, to serve as the executive officer of the Board, and to perform such other duties as from time to time may be assigned to the Superintendent by the Board.

3.) **Salary** – In consideration of a salary of no less than \$132,041 per annum the Superintendent hereby agrees to devote such time, skill, labor and attention to this employment, during the term of this Agreement, except as otherwise provided in this Agreement and to perform faithfully the duties of Superintendent of Schools for this District as set forth in the agreement. In each subsequent contract year, the Superintendent shall receive a one percent increase in salary. The Board shall pay the Superintendent's full contribution directly to the Teachers' Retirement System (TRS) and the Teachers' Health Insurance Security Fund (THIS) throughout the term of this contract, provided, however, if the current TRS required employee contribution rate decreases, 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 contribution equals the Board's total cost before the TRS contribution rate decrease.

4.) **Evaluation** – Annually, but no later than March 1 of each calendar year, the Board shall during the term of this Agreement review with Superintendent the Superintendent's progress toward established goals, and working relationships among Superintendent, the Board, the faculty, the staff and the community, and shall consider Superintendent's annual salary for the next subsequent year of the contract.

5.) **Performance and Improvement Goals** – In accordance with the School Code 105ILCS 5/10-23.8, the parties agree that they have established goals for the Superintendent for the term of this agreement, including indicators that will be used by the Board to measure the Superintendent's achievement of said goals. Goals and indicators are included as Exhibit A as part of this contract. 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 goals. In order to maximize opportunities for the Superintendent's achievement of the goals, the Board shall cooperate with and assist the Superintendent and agrees that the Superintendent shall have all necessary resources and requisite control over the operations, including finances and deployment of

personnel, and educational programs of the School District. If the Board fails to meet any of these obligations, thereby preventing the Superintendent from achieving any of the established goals, Superintendent's failure to achieve the applicable 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 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).

6.) License – Superintendent shall furnish to the Board during the term of this Agreement, a valid and appropriate license to act as Superintendent of Schools in accordance with the laws of the State of Illinois and as directed by the Board.

7.) Other Work – Only with the prior agreement of the Board, Superintendent may undertake consultative work, speaking engagements, writing, lecturing or other professional duties and obligations.

8.) Discharge for Cause – Throughout the term of this Agreement, Superintendent shall be subject to discharge for cause provided, however, that the Board does not arbitrarily or capriciously call for dismissal and that Superintendent shall have the right to service of written charges, notice of hearing and a hearing before the Board. If Superintendent chooses to be accompanied by counsel at such hearing, all such personal expenses shall be paid by the Superintendent. Failure to comply with the terms and conditions of this Agreement after notification and reasonable opportunity to correct where appropriate, shall also be sufficient cause for purposes of discharge as provided in this Agreement.

9.) Disability – Should the Superintendent be unable to perform the duties and obligations of this Agreement, by reason of illness, accident or other cause beyond the Superintendent's control and such disability exists after the exhaustion of accumulated sick leave days and vacation days during any school year, or if such disability is permanent, irreparable or of such nature as to make the performance of the Superintendent's duties impossible, the Board, after ninety (90) consecutive school days following exhaustion of accumulated sick leave and vacation days at its option, may terminate this Agreement, whereupon the respective duties, rights and obligations of the parties shall terminate. Prior to termination for disability, the Superintendent may request a hearing before the Board in closed session.

10.) Termination by Agreement – During the term of this Agreement, the Board and Superintendent may mutually agree, in writing, to terminate this Agreement.

11.) Referrals to Superintendent – The Board collectively and individually shall refer promptly all criticisms, complaints, and suggestions called to their attention to the Superintendent for study and recommendation.

12.) Professional Activities – The Superintendent shall be encouraged to attend appropriate professional meetings at the local and state levels. Within budget constraints, such costs of attendance shall be paid by the Board.

13.) Medical Examination – At least once a year during the term of this Agreement, the Superintendent shall obtain a comprehensive medical examination, the cost of which shall be paid by the District. A certificate of the physician certifying the physical competency of the Superintendent shall be given to the President of the Board.

14.) Background Investigation—Under Ch. 105, par.5/10-21.9 of *The School Code of Illinois*, Boards of Education are prohibited from knowingly employing a person who has been convicted of committing or attempting to commit the named crimes therein. If the criminal background investigation required by Illinois law is not completed at the time this contract is signed, and the subsequent investigation report reveals that there has been such a conviction, this contract shall immediately become null and void.

15.) Vacation and Sick Leave – The Superintendent shall receive 30 working days of vacation annually, exclusive of school holidays and shall be entitled to 15 days of sick leave annually. However, each contract year, the Superintendent may exchange a maximum of ten (10) unused vacation days at the Superintendent's then current per diem based on a 240-day work year. If any unused vacation days remain upon payment for any given contract year, said unused vacation days may be used in July of the following contract year or otherwise lost. During the final year of employment or the final year of this contract, whichever comes sooner, payment for unused vacation shall be made by June 30th of the contract year in which the vacation days were awarded. Earned sick leave shall be cumulative to a maximum of 300 days. The Superintendent shall not be paid for unused sick days upon termination of employment with the District.

16.) Deferred Annuity – The Board, in accordance with applicable state and federal laws, and in accordance with the request of the Superintendent, shall withhold such amount of salary as annuity program as selected by the Superintendent.

17.) Transportation Expenses – The Board shall pay annually in two (2) equal installments to the Superintendent the sum of \$4,500 as reimbursement for transportation costs of the Superintendent. The Superintendent shall furnish his own automobile.

18.) Extension of Agreement – This Agreement shall be reviewed by the Board and the Superintendent on or before March 1, 2018 and this Agreement may then be extended after its termination date, upon such terms and conditions as may be mutually agreed to by the parties.

19.) Notice of Nonrenewal – Notice of intent not to renew a contract when given by the Board must be in writing, stating the specific reason therefore. The notice must be given on or before March 1, 2021. By January 1, 2021, the Superintendent shall notify the Board of the March 1, 2021 deadline. The failure of the Board to give notice, along with reasons for nonrenewal, on or before March 1, 2021 shall result in the automatic extension of this agreement for an additional year. Within 10 days after receipt of such notice of intent not to renew a contract, the Superintendent may request a closed session hearing. Evidence of the specific reason for nonrenewal must be presented by the Board to the Superintendent at the hearing. The Superintendent has the right of presenting evidence, witnesses and defenses on the grounds for nonrenewal.

20.) Membership Dues – The Board shall pay the cost of the Superintendent’s annual membership dues in the following organizations:

- ❑ Illinois Association of School Administrators
- ❑ Illinois Association of School Business Officials
- ❑ Cornbelt Division of IASA
- ❑ Others as approved in the annual budget

21.) Notice – Any notice or communication permitted or required under this Agreement shall be in writing and shall become effective on the day of mailing thereof by registered or certified mail, addressed:

If to the Board, to:

President, Board of Education
School District No. 6
511 N. Second Street
Cissna Park, IL 60924

If to the Superintendent, to:

Daniel S. Hylbert, Superintendent
Cissna Park Community Unit School District No. 6
511 N. Second Street
Cissna Park, IL 60924

22.) Miscellaneous--

- 24.1** This Agreement has been executed in Illinois, and shall be governed in accordance with the laws of the State of Illinois in every respect.
- 24.2** 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 Agreement, the text shall control.
- 24.3** 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.
- 24.4** This Agreement contains all of 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 concerning such subject matter, whether oral or written.

IN WITNESS WHEREOF, the parties have caused this amendment to be executed in their respective names and in the case of the Board, by its President, on the day and year first written above.

Superintendent

By: President, Board of Education
District No. 6, Cissna Park, IL

Attest: _____
Secretary, Board of Education

Exhibit "A"

PERFORMANCE AND IMPROVEMENT GOALS

Student Performance Goal – To oversee the successful implementation of the Performance Evaluation Reform Act (PERA):

Indicators – The Superintendent will:

- Work with the building principals in implementing Charlotte Danielson’s Framework for Teaching
- Attend Teachers’ Institutes and Half-Day School Improvement Days used to educate staff about PERA
- Work directly with the Principals in identifying needed instructional program changes
- Recommend to the Board any needed changes to the instructional program related to implementation of PERA

Academic Improvement Goal – To facilitate school leadership through the building principals in order to promote academic improvement

Indicators – The Superintendent will:

- Mentor Principals when needed
- Assist the Board of Education in understanding the role of the Principal
- Evaluate Principals relative to their academic leadership performance
- Recommend to the Board the renewal/nonrenewal of employment of Principals

Other Improvement Goal – Coordinate the 10-year Life Safety Survey and response action.

Indicators – The Superintendent will:

- Assist the Board in the selection of an Engineer/Architect to Conduct the Survey
- Assist the architect in the collection of data for the Survey
- Establish priorities in improvements to be included in the Survey
- Coordinate the completion of activities required in the survey
- Assist the Board in the Issuance of Bonds, if needed, to Complete the Project