

SUPERINTENDENT'S CONTRACT

**BOARD OF EDUCATION
SCHOOL DISTRICT NO. 78
COOK COUNTY, ILLINOIS**

Whereas, the Board of Education of Rosemont School District (the "Board") and Kevin Anderson (the "Superintendent") previously entered into a Superintendent's Contract for the period from May 13, 2014 through June 30, 2018, providing for annual percentage raises of the same percentage that teachers in the District received;

Whereas, on June 8, 2015 the Superintendent submitted his intent to retire as of June 30, 2019;

Whereas, in conjunction with its practice and its contractual agreement with the Superintendent to provide the Superintendent with the same raises as the teachers were then entitled to receive, the Board, effective as of July 1, 2015 gave the Superintendent the same 4 year retirement incentive program the District's teachers were then entitled to receive consisting of 4 annual increases of 6% and extended the term of the Superintendent's contract to June 30, 2019;

Whereas, the Superintendent and the Board have now mutually agreed to extend the Superintendent's employment until June 30, 2021 and desire to enter into this Superintendent's Contract; and

NOW THEREFORE, In consideration of the mutual covenants set forth below, it is agreed by and between the Board and the Superintendent as follows:

1. RECITALS.

The Board and the Superintendent agree and represent that the foregoing recitals are true and correctly state their prior mutual interpretation and intent with regard to the Superintendent's prior contract with the Village and further agree that terms of said prior contract shall remain in effect until June 30, 2019.

2. EFFECTIVE DATE.

Upon the expiration of the existing Agreement between the Board and the Superintendent which shall remain in effect until June 30, 2019, the Superintendent's employment with the Board shall be governed as hereinafter set forth.

3. **EMPLOYMENT**

The Board shall employ the Superintendent as the Superintendent of Schools for Rosemont School District No. 78, Cook County, Illinois (the "District") for the period from July 1, 2019 to June 30, 2021 (the "Contract Period". A "Contract Year" shall be each period from July 1st through the following June 30 during the Contract Period. This is a performance based contract as authorized by Section 10-23.8 of the Illinois School Code, (105 ILCS 5/10-23.8).

3. **SALARY**

For his services as Superintendent of Schools, the Superintendent shall be paid a salary based upon an annual rate of \$191,635.00 for the period from July 1, 2019 through June 30, 2020 and thereafter an annual salary at the rate of: (1) \$197,384.00 for the period from the period from July 1, 2020 through June 30, 2021. The Superintendent's salary shall be paid in equal semi-monthly installments in accordance with the policy of the Board governing payment of salaries to other certified members of the professional staff. In addition, the Board shall pay for or "pick-up" the Superintendent's contributions to the Illinois Teachers Retirement System. Such payments to the Illinois Teachers Retirement System as the Board shall be required to make shall be in addition to and not deducted from the Superintendent's salary. The Principal shall not have the option of choosing to receive directly the amounts contributed to TRS by the Board on the Principal's behalf, nor any right or claim to the contributions to TRS except as such may subsequently become available pursuant to the provisions of the Pension Code and TRS rules and regulations

4. **BENEFITS**

- A. The Superintendent shall receive paid vacation time as follows: 25 working days during each Contract Year. The Superintendent shall also receive the following days as paid holidays: July 4, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve, New Year's Day, Martin Luther King's Birthday, President's Day, Pulaski Day, the first day of Spring Break and Memorial Day. Saturdays, Sundays and the dates designated as paid holidays for the Superintendent shall not be considered working days. The Superintendent shall not be entitled to any additional compensation of any kind should he perform services on any day that is not considered a working day. The Superintendent shall advise the President of the Board in advance of taking any vacation which has a duration of two consecutive working days or less. Before taking a vacation which has a duration of more than two working days, the Superintendent shall request and receive the pre-approval of the Board President. Unless the Board otherwise approves, the Superintendent shall be entitled to take vacation days only during the Contract Year for which the vacation days were received and during the first 60 days of the 2020-2021 contract period.

- B. The Superintendent shall receive the same sick leave, personal days and bereavement leave as the Board provides to full time certified teachers employed by the Board. The benefits which the Superintendent is entitled to receive pursuant to the foregoing sentence shall not be reduced from the benefits the Superintendent is entitled to receive as of the beginning of the Contract Period. Personal days not taken within the Contract Period shall be added to the Superintendent's accumulated sick leave days provided that the Superintendent has not accumulated the maximum number of days of sick leave. The Superintendent shall not utilize personal days on consecutive working days without the prior approval of the Board.
- C. The Superintendent shall be credited with the sick leave he has previously accrued or had been credited with as an employee of the District. The Superintendent shall be permitted to accumulate up to a maximum of 375 days of sick leave, including sick leave the Superintendent has earned as a result of his prior service with the District. After the Superintendent's retirement he shall receive a post-retirement payment for up to 35 unused sick day accumulated during his career as an employee of the District in an amount equal to the amount which the District would be required to pay the Superintendent for such sick days if the Superintendent were a member of the certified teaching staff at the time of his retirement, provided that the Superintendent shall not be entitled to receive any payment for any unused sick days which are utilized to increase creditable service in the Teachers Retirement System (TRS). The post-retirement payment for any unused sick days, if any, shall be made after the Superintendent last receives a final paycheck for regular earnings so that such payment is not recognized under TRS rules and regulations as "salary" pursuant to 80 IL.Admin.Code §1650.450(c). In the event TRS rules and regulations change, the parties agree that any payment for unused sick days, if any, made after the Superintendent's retirement shall be made so that the payment is not be recognized as "salary" under the TRS rules and regulations then in effect.
- D. The Superintendent shall receive family coverage under the Board's medical and hospitalization benefits program. The Board shall not decrease the hospitalization and medical benefits provided to the Superintendent during the Contract Period.
- E. The Superintendent shall receive family coverage under the Board's dental insurance program.
- F. The Superintendent shall receive a term life insurance policy with a face value of \$100,000.
- G. The Superintendent shall receive an allowance of \$400.00 per month to cover the costs the Superintendent incurs in utilizing a motor vehicle in the performance of his duties under this Agreement. The Superintendent shall not be entitled to

receive any additional reimbursements for the cost of obtaining, operating or maintaining a motor vehicle without the prior written approval of the Board.

- H. The Board shall pay the cost of the Superintendent's annual membership dues in the American Association of School Administrators, the Illinois Association of School Administrators and the Leyden Area Superintendents Round Table. The Superintendent may request that the Board pay membership dues for the Superintendent for other appropriate professional organizations.
- I. The Superintendent shall receive any new benefits which the Board provides to the certified teaching staff of the School District for the first time after the date of this agreement unless the Superintendent is already entitled to receive the same type of benefit under this agreement. But, the Superintendent shall not be entitled to receive any monetary payment to the extent it will cause all his TRS credible earnings for a Contract Year to exceed 103% of the Superintendent's annual full-time salary rate for the prior Contract Year.

4. MEDICAL EXAMINATION

The Superintendent may undergo a comprehensive medical examination annually by a doctor licensed to practice medicine in all its branches and shall undergo such examination if requested to do so by the Board. Such examination, if performed, shall include those tests deemed to be necessary by the doctor. The Superintendent shall furnish the Board with a certificate from the doctor who conducted the examination which certifies that the Superintendent is physically competent to perform the duties of Superintendent of Schools for the District. This certificate shall be maintained in the Superintendent's personnel file. The Board shall reimburse the Superintendent for the cost of the medical examination required under this paragraph up to an amount not to exceed \$500.00, unless a greater amount is approved by the Board.

5. CERTIFICATION

The Superintendent shall at all times during the term of this Agreement hold a valid Certificate issued by the Illinois State Teachers Certification Board qualifying him to act as Superintendent of Schools for the District. A copy of this Certificate or other documentation establishing that the Superintendent is qualified to act as Superintendent of Schools for the District shall be furnished by the Superintendent to the Board within ten (10) days after the Board requests a copy of the Certificate.

6. DUTIES

The Superintendent shall have charge of the administration of the Rosemont School under the direction of the Board. In addition to his administrative duties, the Superintendent shall make recommendations to the Board concerning the budget, the selection, retention and dismissal of teachers and all other employees, and the selection of textbooks, instructional material and courses of study. The Superintendent shall keep or cause to be kept the records and accounts of the District as directed and required by the Board, and aid in making reports required by the Board. The Superintendent shall also notify the State Board of Education and the Board that any person who is employed by the Board has been named as a perpetrator in an indicated report filed pursuant to the Abused and Neglected Child Reporting Act, approved June 26, 1975, as amended. The Superintendent shall also perform those duties and responsibilities assigned to the Superintendent of Schools by statute, regulation or by the District's policy manual. In addition, the Superintendent shall supervise the work and performance of the Principal and perform such other administrative or educational duties as may be delegated to him by the Board from time to time.

7. EXTENT OF SERVICE

- A. The Superintendent shall devote his full working time, attention and energy to the administrative, business and educational affairs of the School District. However, without loss of salary, but subject to prior approval by the Board, he may attend university courses, seminars or other professional growth activities, serve as a consultant to other school districts or education agencies, lecture, engage in writing activities, speaking engagements, and engage in other school or education-related activities. The Superintendent shall not jeopardize the proper functioning of the School District by reason of his involvement in any such activities.
- B. The Superintendent shall attend professional meetings at the local, state and national level provided prior to such meetings the Board agrees to pay the reasonable expenses to be incurred as a result of the Superintendent's attendance at such meetings. The Superintendent shall recommend to the Board that he be permitted to attend at the Board's expense, those professional meetings where his attendance shall be beneficial to the District.
- C. The Superintendent shall participate in local, civic and fraternal organizations in the interest of promoting a better understanding of the District's functions and its concerns. Subject to the prior approval of the Board, the Superintendent shall be reimbursed for any membership dues or similar costs incurred as a result of his participation in activities of such local, civic and fraternal organizations.

8. FORMAL EVALUATION

Annually, but no later than March 25, of each Contract Year, the Board shall evaluate the Superintendent's performance and meet with him to discuss the working relationships between the Superintendent and the Board and other employees of the District. If the Board has any substantial concerns regarding the performance of the Superintendent, such concerns shall be expressed in writing and sent to the Superintendent. The Superintendent shall have a right to respond in writing to the Board's written concerns. At the request of the Superintendent or the Board, the evaluation meeting shall be closed to attendance by members of the public.

9. TERMINATION

This Agreement may be terminated prior to June 30, 2021:

- A. By the mutual agreement of the Board and the Superintendent.
- B. In the event of disability of the Superintendent by illness or incapacity any time after the Superintendent has exhausted his accumulated sick leave and has been absent from the District for whatever cause for an additional continuous period of three months. To effectuate such termination, the Board shall give the Superintendent written notice. All obligations of the Board shall cease when such written notice is given. The Board has the right to require the Superintendent to submit to a medical examination, either physical or mental, whenever the Board deems the Superintendent to be disabled. Such examination shall be performed by a doctor licensed to practice medicine in all its branches. The doctor shall be chosen by the Board and the cost of such examination shall be borne by the Board.
- C. If cause for discharge exists. Cause for discharge shall exist if the Superintendent engages in conduct which is seriously prejudicial to the School District, including but not limited to, neglect of duty, inefficiency or incompetency. The failure of the Superintendent to comply with the terms of this Agreement shall constitute cause for discharge. Prior to such discharge being effective, the Superintendent shall be given written notice of the reason why he is being discharged and the opportunity to appear at a hearing before the Board to discuss these reasons. If the Superintendent chooses to appear at a hearing before the Board, he may be represented at his own expense, by legal counsel. Members of the public shall not be allowed to attend that part of any meeting of the Board where the reasons for the discharge of the Superintendent for cause are discussed.
- D. In the event of the death of the Superintendent.

10.

PERFORMANCE GOALS AND INDICATORS

The District recognizes that all the performance and improvement goals contained in the Superintendent's prior contract with the District have been met. Accordingly, the statutory requirements set forth in 105 ILCS 5/10-23.8 that are necessary to extend the term of an existing Superintendent's contract have been met.

In accordance with, and subject to, the requirements of Section 10-23.8 of the School Code, the Superintendent shall during the Contract Period and during each Contract Year perform the following activities and engage in the following activities and evaluations which shall constitute the Superintendent's performance goals with respect to student performance and academic improvement, including the indicators that shall be used by the Board to measure performance and effectiveness of the Superintendent:

Annually, the Superintendent, with the assistance of his administrative team, shall (1) evaluate student performance; (2) review the curriculum and instructional services; and (3) report to the school board on his finding as to (a) student performance and (b) recommendations, if any, for curriculum or instructional changes as a result of his evaluation of student performance. The presentation of the report shall constitute the indicator of meeting the goal of student performance and academic improvement as required by this Contract and Section 10-23.8 of *The School Code*.

The Superintendent shall mentor and train the District's new principal with an emphasis on curriculum development, staff development, school finance and budgeting as well as ISBE reporting requirements.

The Superintendent will continue to make an effort to be visible to the Rosemont Community and keep abreast of current educational practices. The indicator of whether this goal has been achieved shall be a written report to be submitted to the Board by the Superintendent prior to the end of each Contract Year which describes, to the satisfaction of the Board, those activities the Superintendent has undertaken to be visible to the Rosemont Community and to keep abreast of current educational practices.

11. NO CONTRACTUAL CONTINUED SERVICE

In accordance with the terms of Section 10-23.8 of the Illinois School Code (105 ILCS 5/10-23.8), by accepting the terms of this performance-based multi-year Contract, the Superintendent acknowledges that he waives all rights which might otherwise be granted him under Sections 24-11 through 24-16 of the School Code for the duration of his employment as Superintendent of the District.

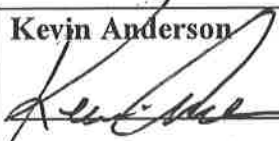
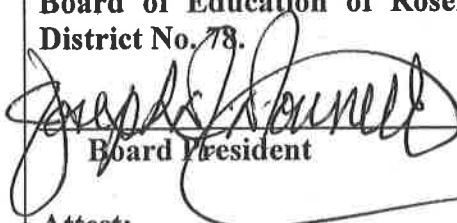

12. NOTICES

Any notice required to be given by the Board to the Superintendent under this Agreement shall be in writing and shall be deemed to be given on the date it is actually received by the Superintendent or two days, not counting Sundays or federal legal holidays, after it is mailed by certified mail, return receipt requested, to the residence of the Superintendent.

13. 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. 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.
- C. 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.
- D. If any provision of this contract is subsequently declared by the proper judicial authority, in a final decision, to be unlawful or unenforceable, all other provisions of the contract shall remain in full force and effect.
- E. 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. Except as to modifications expressly provided for in this contract, 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 the Superintendent.
- F. 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.

WHEREAS, in Witness Whereof, the Board of Education of School District No. 78, Cook County, Illinois, by its President and Secretary, and Kevin Anderson have each affixed their signatures hereto on the dates indicated below.

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| <p>Kevin Anderson</p>  _____ Dated: <u>1-14-19</u> | <p>Board of Education of Rosemont School District No. 78.</p>  _____ Board President <p>Attest:</p>  _____ Board Secretary <p>Date: <u>1-14-19</u></p> |
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