

ADMINISTRATOR'S MULTI-YEAR CONTRACT OF EMPLOYMENT
(2015-2019)

THIS AGREEMENT, made and entered into this 9th day of March, 2015, by and between the BOARD OF EDUCATION OF MORRIS COMMUNITY HIGH SCHOOL DISTRICT NO. 101, GRUNDY AND KENDALL COUNTIES, ILLINOIS (hereinafter referred to as the "Board"), and Kelly J. Hussey, an individual (hereinafter referred to as the "Administrator" or "Principal"), the Board having reviewed and determined that the Administrator has met the performance goals set forth in the prior multi-year 2012-2015 Employment Contract.

W I T N E S S E T H:

WHEREAS, the Board desires to employ Kelly J. Hussey as an Administrator for this School District to perform such duties as are required by this Contract, by the job descriptions for the positions to which he is assigned from time to time, by the policies, rules and regulations of the Board and by the laws and statutes of the State of Illinois, as presently exist or are hereafter made or amended, for a period of four (4) years, commencing July 1, 2015 and ending June 30, 2019; and

WHEREAS, the Board at a regularly-scheduled meeting held on the 9th day of March, 2015, by motion duly made, seconded and carried by majority per a roll call vote, has authorized the execution of this Administrator's Multi-Year Contract of Employment with the Administrator; and

WHEREAS, the Administrator is willing to enter into and execute this Contract on the basis of the same being a multi-year Contract as provided for in Article 10, Section 23.8a of the *School Code*.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt of which is hereby acknowledged, it is agreed between the parties as follows:

1. **EMPLOYMENT.** The Board hereby employs Kelly J. Hussey as an Administrator for the School District and Kelly J. Hussey hereby accepts such employment and agrees to perform such duties as are provided by this Contract, by the job descriptions for the positions to which he is assigned from time to time, by the policies, rules and regulations of the Board and by the laws and statutes of the State of Illinois.

2. **TERM.** The term of this multi-year Contract will be for a period of four (4) years, commencing July 1, 2015 and ending June 30, 2019. Each Contract Year shall commence on July 1 and continue through the subsequent June 30. The parties acknowledge and agree that this Contract is a performance-based, multi-year contract as provided for and defined in Article 10, Section 23.8a of the *School Code*.

3. **PERFORMANCE GOALS.** This Contract is a performance-based contract linked to student performance and academic improvement of the District for those buildings and operations of the District over which the Administrator has supervisory authority. The Administrator shall strive to meet the goals outlined in this paragraph 3 during the term of this Contract. The parties agree the goals and indicators are linked to student performance and academic improvement of the District and operations of the District over which the Administrator has supervisory authority.

Annually the Administrator, with the assistance of the District's administrative team, shall (a) evaluate the student performance, which shall include but not be limited to student performance on standardized tests such as performance on state testing, completion of the curriculum, attendance and dropout rates; (b) review the curriculum and instructional services of the District; and (c) report to the Board 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.

The presentation of the report shall constitute the achievement of the goals and indicators of student performance and academic improvement as required by this Contract and Section 23.8a of the *School Code*.

Each contract year, but not later than March 1st of each year, the Board, the Superintendent, and the Administrator will discuss and agree on additional performance goals. The performance goals will be related to the District Strategic Plan and include a proposed method and means of measurement. Through the evaluation process the Board and the Superintendent will determine whether the Administrator has completed the performance goals. If the goals for the specific contract year are found to be met by the Board, then the Administrator shall receive the increase in salary as provided in Paragraph 5 below.

4. **DUTIES.** For the length of the Contract, the Administrator will be assigned to the position of Principal. The Administrator shall supervise the operation of the attendance center to which he is assigned and shall assume administrative responsibilities and instructional leadership, under the supervision and direction of the superintendent, and in accordance with the rules and regulations of the Board for the planning, operation and evaluation of the educational program at the attendance center to which he is assigned. In his capacity as the Principal, the Administrator will assist the Superintendent substantially and effectively in the task of providing leadership in developing, achieving, and maintaining the best possible educational programs and services for the benefit of the District and its pupils, and will assume those responsibilities as set forth in the job description approved for said position by the Board.

The Administrator agrees that he must perform all acts and duties as assigned, for and on behalf of the Board under and pursuant to the *School Code* including, but not limited to, the submission of recommendations to the Superintendent concerning the appointment, retention, promotion and assignment of all personnel assigned to the attendance center he supervises. The Administrator shall also utilize resources of proper law enforcement agencies when the safety and welfare of students and teachers are threatened by illegal use of drugs and

alcohol. The Administrator further agrees that he must comply with all applicable policies, rules and regulations of the Board as the same are in effect from time to time throughout the term of this Contract. The Administrator further agrees that he must also perform such other duties as may from time to time be assigned by the Board or the Superintendent, and must also comply with all applicable policies, rules and regulations of the Board as the same are in effect from time to time throughout the term of this Contract.

The Administrator hereby agrees to faithfully perform the duties of the positions to which he is assigned from time to time and to devote such time, skill, labor and attention to his employment during the term of this Contract as is reasonably required to meet the responsibilities, duties, objectives and goals as provided for under this Contract.

5. **SALARY**. The salary for the 2015-2016 Contract Year shall be \$108,502.00. Each subsequent contract year, the Administrator's salary shall be increased by two percent (2%) over the previous contract year's annual salary. Beginning with the 2015-2016 contract year, the Administrator may earn an additional two percent in salary if, in the sole determination of the Board, he has successfully completed in the contract year the performance goals described in Paragraph 3 above. Such annual salary shall be paid in equal installments in accordance with the policies of the Board of Education established from time to time with respect to the payment of salaries to other certified members of its professional staff, but in no event shall said payments be made in less than twelve (12) monthly installments.

The parties hereby acknowledge and agree that any adjustment in salary as aforesaid will not be construed as an extension of this Contract, nor will it be construed as a new Contract or in any other way affect the terms hereof.

6. **CERTIFICATE**. The Administrator must, throughout the term of this Contract, hold, maintain, and furnish to the Board of Education a valid and properly registered certificate issued by the State of Illinois Teachers' Certification Board qualifying him to act as a Principal in the School District. .

7. **OTHER WORK.** Only with the prior consent of the Board of Education, by Board action, may the Administrator undertake consultative work, speaking engagements, writings, lecturing or other such professional duties and obligations unrelated to his duties as Administrator of this School District; provided, however, that the Board of Education President shall have the authority to grant permission for such other work in the event that time does not permit presenting the question to the full Board of Education for prior approval. No Board approval will be required for any such work performed by the Principal during periods of his vacation.

8. **EVALUATION.** During the term of this Contract, the Administrator shall be evaluated by the Superintendent at least once annually, with the final year's evaluation to take place no later than March 1st. The evaluation shall be in writing and shall be completed in accordance with Section 5/24A-15 of the *School Code*. One copy of each evaluation shall be included in the Administrator's personnel file and one copy shall be provided to the Administrator. The Superintendent shall review with the Administrator: (a) the Administrator's working relationships with the Board of Education, the Superintendent, the faculty, staff and community; (b) the performance of the Administrator in fulfilling the duties and responsibilities set forth under this Contract, in his job descriptions, and in the Board of Education's policies, rules and regulations; and (c) the Administrator's progress and attainment of established goals, including those goals and indicators set forth in paragraph 3 above. The Superintendent will report to the Board the results of the evaluation process.

9. **NOTICE OF INTENT NOT TO RENEW CONTRACT.** Notice of intent not to renew this Contract shall be given to the Principal by the Board by April 1st of the year in which the Contract expires. Said notice shall be in writing and state the specific reason for non-renewal. Failure to provide timely notice of non-renewal shall extend the contract for one (1) additional Contract Year. The Principal shall notify the Superintendent on or before February 1st of the year in which the contract expires that failure of the Board to give the Superintendent said

notice of intent not to renew shall extend this contract for one (1) additional Contract Year. The failure of the Principal to give the required notice to the Superintendent shall waive the obligation of the Board hereunder to give its notice of intent not to renew by April 1st. Within ten (10) days after receipt of a notice of intent not to renew this Contract, the Principal may request a closed session hearing on the non-renewal.

10. **DISCHARGE FOR CAUSE**. Throughout the term of this Contract the Administrator shall be subject to discharge for cause; provided, however, that the Board shall not act in an arbitrary or capricious fashion with respect to such discharge. Failure of the Administrator to comply with the terms and conditions of this Contract shall also be sufficient cause for discharge as provided in this Contract.

In the event of discharge for cause, the Board shall deliver to the Administrator, in the manner provided by law, notice of said discharge for cause. Such notice, when given by the Board, must be in writing stating the specific reason or reasons therefore. Within ten (10) days after receipt of such notice of discharge for cause, the Administrator may request a closed session hearing before the Board of Education on the discharge. At such hearing, the Administrator shall have the right to present evidence, witnesses and defenses on the grounds for discharge, may cross-examine witnesses, and may have present at any such hearing counsel of his own choosing, at his expense.

11. **WAIVER OF TENURE RIGHT**. The parties hereby acknowledge and agree that by accepting the terms of this multi-year Contract, the Administrator waives all rights to contractual continued service (tenure) granted him under Article 10, Sections 24-11 through 24-16 of the *School Code*, as amended, or any successor or other statute, for the duration of his employment as Administrator of this School District.

12. **PERMANENT DISABILITY** This Contract may be terminated by permanent disability (i.e., inability to perform essential job functions with or without accommodation). The Principal shall be considered permanently disabled if (a) the Principal has exhausted his

accumulated sick and vacation leave and has been absent from his employment or otherwise unable to perform the essential job functions with or without accommodation for an additional continuous period of three (3) months, or (b) he 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, provided that the Principal shall be entitled to a hearing before the Board if he so requests. The Board reserves the right to require the Principal to submit to a medical examination, either physical or mental, whenever the Board deems the Principal disabled. Such examination shall be performed by a physician licensed to practice medicine in all its branches, who is selected and paid by the Board.

13. **SICK AND PERSONAL LEAVE.** The Administrator shall be entitled to fifteen (15) days of sick leave with full pay per Contract Year with the explicit understanding that any unused sick leave may accumulate from year to year, but not exceed the limit of accumulated sick leave that may be established by the Board for its certificated staff during the term of this Contract. Sick leave shall be interpreted to mean personal illness, quarantine at home, serious illness or death in the immediate family or household of the Administrator, or birth, adoption, or placement for adoption. The Board may require a physician's certificate as a basis for pay to the Administrator during any sick leave of five (5) or more consecutive weekdays.

The Administrator also shall be entitled to two (2) personal leave days per Contract Year. Unused personal leave days shall accumulate to a maximum of five (5). If not used, they shall be converted to unused sick leave days.

14. **VACATION.** The Administrator will receive twenty (20) paid working days of vacation in each Contract Year, exclusive of holidays recognized by the School District. Any unused vacation days shall be taken within six (6) months of the close of the Contract Year in which they are earned, provided, the Administrator shall be compensated between thirty (30) and sixty (60) days after employment has ceased or after his final paycheck has been issued

(whichever is later) for unused vacation days earned in the final Contract Year, as required by law. Unused vacation days shall not accumulate from year to year, nor shall the Administrator be entitled to compensation for unused vacation days, except as provided by law.

15. **TRAVEL AND EXPENSE REIMBURSEMENT.** The Administrator shall provide, at his sole expense, an automobile needed by him for the performance of his official duties on behalf of the District under this Contract. During the term of this Contract, the Board will reimburse the Administrator for all reasonable travel expenses, lodging and meals during travel to and from areas outside the District, provided he has been directed to incur said expense and request is made therefore in accordance with the rules and regulations of the Board.

16. **INSURANCE BENEFITS.** The Board will provide the Administrator with the "Grandfathered Benefits" set forth under the Morris Community High School District No. 101 Section 125 Cafeteria Plan.

17. **TRS AND THIS.** In addition to the annual salary stated above in Section 5 above, the Board shall pay on behalf of the Administrator his entire required contribution to both the Illinois Teachers' Retirement System ("TRS") and to the Teachers' Health Insurance Security Fund ("THIS") under this Contract. The Administrator 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 and THIS. Both parties acknowledge that the Administrator did not have the option of choosing to receive the contributed amounts directly, instead of having such contribution paid by the Board to TRS and THIS, and further acknowledge that such contributions are made as a condition of employment to secure the Administrator's future services, knowledge, and experience.

18. **MEMBERSHIPS IN PROFESSIONAL SOCIETIES.** The Board will, during the term of this Contract, pay the Administrator's annual membership dues to three (3) professional organizations as agreed to between the Administrator and the Board.

The Administrator will, when approved to do so by the Board, attend appropriate professional meetings as the representative of the District at the local, state and national levels. In addition, upon prior approval of the Board of Education, the Administrator may continue his professional development by attending seminars and other related activities reasonably related to the District's business and affairs in order that he may continue to participate in relevant job-related and learning experiences.

19. **TERMINATION.** The Board and Administrator may mutually agree in writing to terminate this Contract. This Contract also may be terminated by discharge for cause (pursuant to the above paragraph 10), permanent disability (pursuant to the above paragraph 12), or death.

20. **EXTENSION OF CONTRACT.** Subject to the provisions of Article 10, Section 23.8a of the *School Code*, this Contract may be extended at the end of any Contract Year, and the terms and conditions of such extension shall require the mutual agreement of the parties hereto.

21. **MISCELLANEOUS.**

(i) **Notice.** Any notice required to be given under this Contract shall be deemed sufficient if it is in writing and sent by mail, addressed as follows:

If to the Board:

Board President
Morris Community High School District No. 101
1000 Union Street Morris, Illinois 60450

If to the Administrator:

Kelly Hussey
[Insert address]

(ii) **Savings Clause.** If any portion of this Contract is deemed illegal due to conflict with State or Federal law, the remainder of the Contract shall remain in full force and effect; further, this Contract does not constitute any obligation either written or implied for re-employment beyond the term set forth herein.

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

(iv) **Headings and Numbers.** Paragraph numbers and headings have been inserted for convenience of reference only, and if there shall be any conflict between such headings or numbers and the text of this contract, the text shall control.

(v) **Counterparts.** 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.

(vi) **Policy Amendments.** The Board retains the right to repeal, change, or modify any policies or regulations which it has adopted or may hereafter adopt, subject to restrictions contained in this Contract, in the Illinois *School Code* and other applicable law.

(vii) **Advice of Counsel.** Both parties have had the opportunity to seek advice of counsel.

(viii) **Entire Agreement.** 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.

(ix) **Miscellaneous.** Nothing contained in this Contract shall be construed to deprive any party hereto of any of the rights accorded to that party by law, except where such rights are explicitly waived herein. This Contract shall inure to the benefit of and will be binding upon all the parties, their legal representatives, successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Agreement this 9th day of March, 2015.

BOARD OF EDUCATION OF MORRIS COMMUNITY HIGH SCHOOL
DISTRICT NO. 101, GRUNDY AND KENDALL COUNTIES, ILLINOIS

By: _____
Its President

Attest: _____
Its Secretary

Kelly, J. Hussey, Administrator