

SUPERINTENDENT EMPLOYMENT CONTRACT

THIS SUPERINTENDENT EMPLOYMENT CONTRACT, is made as of the 13th day of March, 2017, by and between the BOARD OF EDUCATION, CENTER CASS SCHOOL DISTRICT NO. 66, DuPage County, Illinois (the “Board”), and TIMOTHY ARNOLD (the “Superintendent”), has been approved by action of the Board at a meeting held on 13 March, 2017, and such action is reflected in the Minutes of said meeting. This Contract describes the terms and conditions pursuant to which the Superintendent shall be employed by the Board.

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.

1. **Employment**. The Superintendent is hereby hired and retained as Superintendent of Schools and Chief Executive Officer of the School District. In accordance with the *Illinois School Code* (105 ILCS 5/10-23.8) the term of this contract shall be from July 1, 2017 through and including June 30, 2022.

2. **Employment Duties**. The duties and responsibilities of the Superintendent shall be all those duties and obligations: (a) incident to the office of the Superintendent as set forth in the job description; (b) necessary to implement Board policy, as adopted and amended from time to time; (c) imposed by laws of the State of Illinois upon the Superintendent; (d) the attainment of the student performance and academic improvement goals set forth in this Contract; (e) the attainment of annual

personal performance goals approved by the Board each year, and (f) such other reasonable duties and obligations as may be assigned to the Superintendent by the Board.

In addition to the foregoing, the Superintendent shall have charge of the Administration of the School District under the policies of the Board. The Superintendent shall direct and assign, place and transfer all employees; and shall organize and administer the affairs of the School District as best serves the School District consistent with Board policy. He shall from time to time suggest regulations, policies and procedures deemed necessary for the well-ordered operation and administration of the School District.

The Superintendent hereby agrees to devote such time, skill, labor and attention to this employment, as is required in order to perform faithfully the duties of Superintendent as set forth in this Contract.

3. **Student Performance and Academic Improvement.** This Contract is a performance-based contract. Annually, the Superintendent, with the assistance of his administrative team, shall (1) evaluate student performance, which shall include but not be limited to, student performance on standardized tests such as performance on the standardized tests required by state and/or federal law, completion of the curriculum, and attendance; (2) review the curriculum and instructional services; (3) review and update the District's technology plan; and (4) report to the Board on his findings as to (a) student performance and (b) recommendations, if any, for curriculum, technology, or instructional changes as a result of his evaluation of student performance.

In addition, annually, not later than the October 31st of each contract year, the Parties shall adopt such other goals and indicators of student performance and academic improvement as the Parties deem necessary. Said additional goals, if necessary, shall be attached as Exhibit A and

incorporated herein this Paragraph 3 upon adoption by the Parties. The Board's and Superintendent's decision to add or revise performance goals shall be in implementation of this provision of this Contract and shall not constitute or require an amendment to this Contract.

4. **License.** The Superintendent shall furnish to the Board during the term of this Contract, a valid, appropriate license to act as Superintendent of Schools, in accordance with the laws of the State of Illinois and as directed by the Board.

5. **Superintendent Evaluations.** The Board and Superintendent agree that there shall be an evaluation of the Superintendent's performance under this Contract on an annual basis. Said evaluation shall be based on, but not limited to, the Superintendent's achievement of goals and objectives of the Board and consistent with the School District's mission statement (the "Superintendent's Goals"). Said evaluation shall also consider, but not be limited to, examination of the establishment and maintenance of educational goals, administration of personnel, rapport with the School Board and administrators, presentation of a balanced budget to the Board, and such other factors of appraisal as may be established by the Parties. The performance of the Superintendent shall be appraised by the Board and a written evaluation of that performance may be given to the Superintendent. The Parties may elect to meet and confer on the evaluation prior to the preparation of the formal evaluation.

6. **Salary.** For the 2017-18 contract year the Superintendent's salary shall be One Hundred Eighty Thousand Dollars (\$180,000). For each subsequent contract year, the Superintendent's salary shall be increased by the average of the 12-month change in Consumer Price Index – All Urban Consumers, measured over the two calendar years prior to the year the salary increase is to be applied (for example for the 2018-2019 contract year, the Superintendent's salary

shall be increased by the average of the 12-month change in Consumer Price Index – All Urban Consumers measured from January 1, 2016 through December 31, 2016, and from January 1, 2017 through December 31, 2017. 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 Contract and shall not constitute or require an amendment to this Contract. The Superintendent’s salary shall be paid in equal installments in accordance with the policy of the Board governing payment of salary to other licensed members of the Administrative staff, less amounts as provided for in this Contract, if any, and other amounts as may be required by law.

Additionally, prior to the conclusion of each contract year, the Board may elect to award the Superintendent a discretionary bonus of up to two percent (2%) of base salary to recognize superior performance. The Board’s action to award a discretionary bonus under this paragraph shall be in implementation of this provision of this Contract and shall not constitute or require an amendment to this Contract.

7. **Vacation.** The Superintendent shall receive twenty-five (25) work days of vacation on July 1 of each contract year, exclusive of weekends and legal holidays and school year holidays approved by the Board. Vacation days shall be available immediately at the beginning of each fiscal year. A maximum of ten (10) unused vacation days may be rolled over for use during the following contract year after which time such days will be forfeited.

8. **Hospitalization.** The Board shall provide and pay the premiums for group hospitalization and major medical insurance for the Superintendent and the dependent members of his immediate family during the term of this Contract in accordance with the basic insurance

coverage provided by the Board to all licensed members of the administrative staff. The Superintendent shall be responsible for the portion of the premium not paid by the Board.

9. **Life Insurance.** The Board shall provide and pay the premiums for term life insurance for the Superintendent during the term of this Contract in the amount of One Hundred Thousand Dollars and no/100 cents (\$100,000.00). The Board shall assign the ownership of the term life insurance to a person or trust designated by the Superintendent, and upon termination of this Contract shall allow said owner or trust to continue said life insurance then at its (or his) own expense.

10. **TRS/THIS Contributions.** In addition to the salary specified above, the Board shall pay the Superintendent's entire required TRS and THIS contributions to the Illinois Teachers' Retirement System, in addition to any other amounts due on creditable earnings of the Superintendent pursuant to the rules and regulations of the Illinois Teachers' Retirement System. Any other amounts required as a contribution of the Superintendent shall be the sole responsibility of the Superintendent and he shall save, indemnify and hold harmless the Board for the same.

It is the intention of the Parties to qualify all such payments paid by the Board on the Superintendent's behalf as employer payments pursuant to Section 414(h) of the *Internal Revenue Code of 1986* as amended. The Superintendent shall have no right or claim to the funds so remitted except as they may subsequently become available upon retirement or resignation from the Illinois Teachers' Retirement System.

11. **Other Benefits, Leave.** The Superintendent shall be allowed such other non-TRS creditable privileges, leaves, sick leave and fringe benefits not specifically enumerated as are extended to all other certificated and/or administrative personnel.

12. **Reimbursement of Other Expenses.** It is anticipated and agreed that the Superintendent shall be required to incur certain personal expenses for the official business of the Board. As such, the Board agrees to reimburse the Superintendent for any such expenses incurred by him on behalf of the Board, subject, however, to the Board's approval of such expenses. Superintendent agrees to maintain such records as may be required by Employer to verify the expense for tax or other purposes.

13. **Professional Activities.** The Superintendent shall be encouraged to attend appropriate professional meetings and continuing education programs at the local, state and national levels. Within budget constraints, as approved by the Board, such costs of attendance shall be paid by the Board.

14. **Other Work.** With prior agreement of the Board, the Superintendent may undertake consultation work, speaking engagements, writing, teaching a college or university course, lecturing, or other professional duties and obligations, provided, however, that such other work shall not interfere with the Superintendent's principal obligations as set forth herein.

15. **Termination of Contract** - This Contract may be terminated by:

- A. Mutual agreement of the Parties.
- B. Retirement.
- C. Resignation, provided, however, the Superintendent gives the Board at least ninety (90) days written notice of the proposed resignation.

- D. Discharge for cause. "For cause" shall mean any conduct, act, or failure to act by the Superintendent which is detrimental to the best interests of the School District and shall include, but not be limited to, the reasons and causes set forth in the *Illinois School Code* (105 ILCS 5.19-22.4). Reasons for discharge for cause shall be given in writing to the Superintendent, who shall be entitled to appear before the Board to discuss those causes. If the Superintendent chooses to be accompanied by legal counsel, he shall bear any costs therein involved. Any such discussion with the Board shall be conducted in closed session.
- E. Failure to comply with the terms and conditions of this Contract.
- F. Failure to attain the student performance and academic improvement goals set forth in this Contract.
- G. The Superintendent's permanent disability or incapacity, at any time after the Superintendent has exhausted his accumulated sick and vacation leave and either has been absent from his employment for a continuous period of three (3) months 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 note 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 disabled. Such examination

shall be performed by a physician licensed to practice medicine in all its branches, who is selected and paid for by the Board.

Nothing shall prohibit the Board from suspending the Superintendent without pay pending completion of the requirements of this section. After the effective date of dismissal the Superintendent shall not be entitled to further payments of compensation of any kind under this Contract, except that the Superintendent shall be entitled to any vested benefits payable under the terms and provisions of the Illinois Teachers' Retirement System.

16. **Waiver of Tenure Rights.** By accepting the terms of this Contract, the Superintendent waives all rights of tenure granted under Section 24-11 through 24-16 of the *Illinois School Code* during the term of this Contract.

17. **Background Investigation** - The Board is prohibited from knowingly employing a person who has been convicted of committing or attempting to commit certain criminal offenses. If the required fingerprint-based criminal background investigation is not completed at the time this Contract is signed, and the subsequent investigation report reveals that there has been a prohibited conviction, this Contract will immediately become null and void.

18. **Miscellaneous Provisions.**

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

18.2 Paragraph headings and numbers 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, that text shall control.

- 18.3 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.
- 18.4 This Contract contains all the terms agreed upon by the Parties with respect to the subject matter of this Contract and supersedes and voids all prior Contracts, arrangements and communications between the Parties concerning such subject matter, whether oral or written.
- 18.5 This Contract shall inure to the benefit of and be binding upon the Board, the Superintendent, and their respective heirs, representatives, successors and assigns.
- 18.6 If any of the terms or provisions of this Contract are determined to be invalid or unenforceable, including, but not limited to, any terms or provisions relating to the term or duration of this Contract or any compensation paid thereunder, then that term or provision shall be deemed to have been deleted or (in the case of any term or provision relating to the term or duration of this Contract or any compensation paid thereunder) modified to reflect the maximum term, duration or amount of compensation allowed for similar Contracts, and the remainder of this Contract shall not be affected thereby.

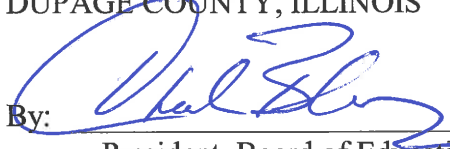
IN WITNESS WHEREOF, the Parties have caused this Superintendent Employment Contract to be executed in their respective names and in the case of the Board, by its President and Secretary on the day and year set forth above.

SUPERINTENDENT




TIMOTHY ARNOLD

BOARD OF EDUCATION, CENTER
CASS SCHOOL DISTRICT NO. 66,
DUPAGE COUNTY, ILLINOIS

By: 

President, Board of Education

ATTEST:



Secretary, Board of Education