

## **SUPERINTENDENT'S EMPLOYMENT AGREEMENT**

This Superintendent's Employment Agreement ("Agreement") is made by and between the BOARD OF EDUCATION OF HARVEY PUBLIC SCHOOL DISTRICT NO. 152, COOK COUNTY, ILLINOIS (the "BOARD"), and JOHN F. THOMAS ("SUPERINTENDENT"). In consideration of the mutual covenants and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **EMPLOYMENT/TERM** – The SUPERINTENDENT is hereby hired and retained from August 1, 2018 through and including June 30, 2021. Approved by the BOARD at a special meeting of the BOARD held on \_\_\_\_\_.

2. **SALARY** – The BOARD shall pay the SUPERINTENDENT the following annual salaries: Two Hundred Thousand Dollars (\$200,000) for the period of August 1, 2018 through June 30, 2019; Two Hundred-Six Thousand Dollars (\$206,000) for the period between July 1, 2019 and June 30, 2020 and Two Hundred Twelve Thousand One Hundred Eighty Dollars (\$212,180) for the period of July 1, 2020 through June 30, 2021. Salary shall be paid in equal installments in accordance with the BOARD policy governing payment of salary to other certificated members of the professional staff, less such amounts as provided for in this Agreement, and other amounts required by law.

3. **DEFERRED COMPENSATION** – In addition to the salary paid to the SUPERINTENDENT under Section 2 of this Agreement, the BOARD shall pay to the SUPERINTENDENT as additional annual salary for each term of this Agreement, a sum equal to Ten-Thousand Dollars (\$10,000) which the SUPERINTENDENT may elect to reduce from his salary pursuant to Section 403(b) of the *Internal Revenue Code of 1986*, as amended. The SUPERINTENDENT shall elect to have that additional amount immediately reduced from his salary and used to purchase a tax-sheltered annuity pursuant to Section 403(b) of the *Internal Revenue Code of 1986* (the "Code"), as amended. The Superintendent is also entitled to contribute from his salary an additional amount of compensation to the tax-sheltered annuity which is equal to, when added to the \$10,000 stated above, the maximum amount which the Superintendent may elect to reduce from his salary pursuant to Section 403(b) of the Code, as amended. It is understood and agreed that the cost of the purchase of the annuity, and the amount of the plan contribution shall be deducted from the SUPERINTENDENT'S annual compensation (which shall include the amounts set forth in this section) and shall not require an expenditure of funds by the BOARD above the amount paid to the SUPERINTENDENT in the form of salary (inclusive of the sums set forth in this section), except as may be later amended by the BOARD through the establishment of a non-contributory plan of deferred compensation.

4. **STUDENT PERFORMANCE AND ACADEMIC IMPROVEMENT** – This Agreement is performance based as required by 105 ILCS 5/10-23.8; it is linked to student performance and academic improvement goals established by mutual agreement of the parties and approved by the BOARD. The SUPERINTENDENT shall strive to meet the goals during the term of the Agreement and these goals shall be used as part of the measures that the BOARD uses to evaluate the performance of the SUPERINTENDENT. The performance goals for the SUPERINTENDENT are attached hereto as Exhibit A and incorporated by reference into this Agreement. It is contemplated by the parties that additional goals may be added by the parties as mutually agreed. The BOARD has determined that these goals and indicators of student performance and academic improvement are sufficient to measure the performance and effectiveness of the Superintendent as required by 105 ILCS 5/10-23.8.

5. **DUTIES** – The duties and responsibilities of the SUPERINTENDENT shall be all those duties incidental to the office of the Superintendent of Schools, those set forth in the job description

contained in the Board Policies (which may be amended from time to time), those obligations imposed by the laws of the State of Illinois upon the SUPERINTENDENT, and those other duties as from time to time may be assigned to the SUPERINTENDENT by the BOARD. The SUPERINTENDENT shall have charge of the administration of the School District under the policies of the BOARD. He shall direct, 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 and in conjunction with the BOARD. He shall from time to time suggest regulations, rules and procedures deemed necessary for the well-ordering of the School District. The BOARD reserves the right to reassign the SUPERINTENDENT to different duties covered by the Teacher's Retirement System ("TRS") from time to time during the term of this Agreement (**while maintaining the Superintendent Title or Associate Superintendent Title**), without loss of pay. The SUPERINTENDENT agrees to devote such time, skill, labor and attention to his employment, during the term of this Agreement, as needed in order to faithfully perform his duties.

6. **EVALUATION** – The BOARD and SUPERINTENDENT agree that there shall be an annual evaluation of the SUPERINTENDENT'S performance by the Board of Education under this Agreement. The evaluation shall consider, but not be limited to, an examination of the SUPERINTENDENT'S ADMINISTRATION of School Board policies, his stewardship of the assets of the District, establishment and maintenance of educational goals, attainment of the student performance and academic improvement goals set forth in this Agreement, administration of personnel, rapport with the School Board The Board shall determine whether the Superintendent has met the performance goals attached as Exhibit A. Nothing herein prevents the BOARD from evaluating the SUPERINTENDENT more frequently than annually.

7. **CERTIFICATE** – The SUPERINTENDENT shall at all times during the term of this Agreement and any extensions hereof maintain all necessary credentials required, including but not limited to, a valid and properly registered certificate/license to act as Superintendent of Schools, in accordance with the laws of the State of Illinois and shall further acquire and maintain any necessary qualifications required by law in order to conduct performance evaluations of teachers and principals at all times during the term of this Agreement.

8. **OTHER WORK** – The Superintendent may undertake consultative work, speaking engagements, writing, lecturing or other professional duties and obligations, provided that those activities do not interfere with the effective performance of the Superintendent's duties and responsibilities as provided herein.

9. **TERMINATION OF AGREEMENT** – This Agreement 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 school district. Reasons for discharge for cause shall be given in writing to the SUPERINTENDENT, who shall be entitled to at least seven days notice and a hearing before the BOARD to determine whether such cause exists. If the SUPERINTENDENT chooses to be accompanied by legal counsel at this hearing, he shall bear any costs therein

involved. The BOARD hearing shall be conducted in closed session. The BOARD will not arbitrarily or capriciously call for the dismissal of the SUPERINTENDENT.

- E. Failure to comply with the terms and conditions of this Agreement.
- F. 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 her employment for a continuous period of three (3) months or presents to the BOARD a physician's statement certifying that she 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 she 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, which is selected and paid for by the BOARD.
- G. Death of the SUPERINTENDENT.

The SUPERINTENDENT shall be entitled to any vested benefits payable under the terms and provisions of the TRS and as required by law regardless of the reason(s) for the termination of this Agreement.

10. **PROFESSIONAL ACTIVITIES** – The Board shall pay the cost of the SUPERINTENDENT'S annual memberships in the following professional organizations: the American Association of School Administrators (AASA) and the Illinois Association of School Administrators (IASA) and other professional organizations as may be requested by the Superintendent and approved in advance by the BOARD. The SUPERINTENDENT shall be encouraged to attend appropriate professional meetings, conferences and continuing education at the local, state and national levels. Within budget constraints, and with pre-approval by the BOARD, the costs of attendance at such meetings, conferences and continuing education shall be paid by the BOARD.

11. **VACATION, SICK LEAVE AND PERSONAL LEAVE** – The SUPERINTENDENT shall receive twenty-five (25) work days of vacation annually, exclusive of weekends and legal holidays. Unused vacation days may accumulate to a maximum of forty (40) days at the end of any school year. The Superintendent may exchange up to a maximum of ten (10) unused vacation days each school year for compensation at his then per diem (1/260) rate of pay. Any vacation days accumulated in excess of forty (40) at the end of any school year shall be forfeited and no longer available to the Superintendent for use or compensation. By executing this Agreement, the SUPERINTENDENT acknowledges and agrees that he has received notice of this provision. Vacation may not be taken in periods of time in excess of five (5) consecutive school days when school is in session without prior approval of the BOARD. Earned vacation and accumulated vacation days which have not been otherwise forfeited or compensated and are remaining upon termination of this Agreement shall be paid on a per diem basis to the SUPERINTENDENT in a lump sum severance payment, thirty (30) days after the last day of TRS creditable service or last day of TRS creditable payment, whichever occurs later and shall be calculated at a per diem rate determined by the fraction of 1/260 multiplied by the annual gross compensation then paid to the Superintendent at that time provided by paragraph 2.

The SUPERINTENDENT shall be entitled to fifteen (15) work days of sick leave annually which are earned on July 1 of each of year of the Agreement. Unused sick leave shall accumulate to any amount permitted by TRS.

The SUPERINTENDENT shall be entitled to two (2) work days of personal leave annually which can be used for personal reasons or because of illness in the same manner as sick days. Earned personal leave, if not used during a school term, shall be treated as accumulated sick leave. Upon the termination of this Agreement, the SUPERINTENDENT shall be paid for all unused accumulated sick leave not utilized for TRS creditable earnings on a per diem basis as calculated for unused vacation days. Said amount shall be payable as part of the severance payment thirty days after the last day of creditable service or receipt of the last creditable earnings by the SUPERINTENDENT, whichever comes last.

12. **HOSPITALIZATION/MAJOR MEDICAL INSURANCE** – The BOARD shall provide and pay 100% the premiums for hospitalization, major medical, vision and dental insurance for the SUPERINTENDENT, his spouse and the dependent members (as defined by the contract of insurance then in effect) of his immediate family during the term of this Agreement, in accordance with the basic insurance coverage provided to certificated members of the professional staff.

13. **TERM LIFE INSURANCE** – The BOARD shall provide and pay the premiums for a term life insurance policy for the SUPERINTENDENT during the term of this Agreement in the face amount of Two Hundred Fifty Thousand Dollars (\$250,000), subject to all eligibility conditions of the District's group program carrier, and upon termination of this Agreement shall allow the SUPERINTENDENT to continue life insurance policy at his own expense, if permitted by the insurance carrier. The parties agree, however, that should the SUPERINTENDENT not qualify for coverage from a life insurance carrier, he is not entitled to the cash equivalent cost as a benefit.

14. **TRANSPORTATION EXPENSE** – As a condition of employment, the SUPERINTENDENT shall be required to provide, at his sole expense, a personally owned or leased automobile for use in his duties. The BOARD shall reimburse the SUPERINTENDENT for automobile travel expenses in connection with the performance of his duties in the amount of Four-Thousand Dollars (\$4,000) per year, in 12 equal, monthly installments.

15. **DISTRICT ISSUED TECHNOLOGY** - The District will issue to the Superintendent the following technology: office desktop computer, laptop, and district issued cellular telephone for the purpose of conducting district business. All items to be returned immediately upon completion of this contractual agreement.

16. **WAIVER OF TENURE** – In accordance with 105 ILCS 5/10-23.8, by accepting the terms of this multi-year Agreement, the SUPERINTENDENT waives all right of tenure granted under the *Illinois School Code* during the term of this Agreement.

17. **NON-RENEWAL** – In the event of a non-renewal of this Agreement, the BOARD shall take action to non-renew this Agreement and shall notify the SUPERINTENDENT in writing of such action along with the reasons therefore by April 1<sup>st</sup> of the final year of this Agreement. Failure of the BOARD to take such action by April 1<sup>st</sup> of the final year of this Agreement shall extend this Agreement for one (1) additional year.

18. **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 first class mail, registered, or certified mail, postage prepaid, addressed:

*If to the BOARD, to:*

**BOARD OF EDUCATION  
Harvey Public School District No. 152  
16001 Lincoln Ave.  
Harvey, IL 60426**

**With a Copy to:**

**Christopher L. Petrarca, Esq.  
Hauser, Izzo, Petrarca  
Gleason & Stillman, LLC  
1415 West 22<sup>nd</sup> Street – Suite 200  
Oak Brook, IL 60523  
cpetrarca@hauserizzo.com**

*If to the SUPERINTENDENT, to:*

**John F. Thomas  
[at the last address of the Superintendent  
contained in official Business Office  
records of the BOARD.]**

19. **BUSINESS EXPENSES** – It is anticipated and agreed that the SUPERINTENDENT shall be required to incur certain personal expenses for the official business of the BOARD. The BOARD agrees to reimburse the SUPERINTENDENT for any such expenses, incurred by his on behalf of the BOARD, subject, however, to the SUPERINTENDENT’S substantiation and the BOARD’S approval of such expenses.

20. **TEACHERS’ RETIREMENT SYSTEM CONTRIBUTION** – In addition to the salary paid to the SUPERINTENDENT by the BOARD as expressed in Section 2 (above), the BOARD shall pick up and pay on the SUPERINTENDENT’S behalf, the SUPERINTENDENT’S entire contribution to the Illinois Teachers’ Retirement System (“TRS”) pursuant to the *Illinois Pension Code*. The BOARD’s reimbursement obligation described in this paragraph shall be limited to 9.4% of the SUPERINTENDENT’s creditable earnings. It is agreed that the SUPERINTENDENT shall be responsible for any contribution required by TRS in excess of the 9.4% contribution described herein. It is the intention of the parties to qualify all such payments picked up and 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 TRS. The SUPERINTENDENT does not have the option of choosing to receive the contributed amounts directly instead of having those contributions paid by the BOARD to TRS. These contributions are made as a condition of the SUPERINTENDENT’S employment for his future service, knowledge and experience.

21. **TEACHERS’ HEALTH INSURANCE SECURITY FUND CONTRIBUTION** – The BOARD shall pick up and pay on behalf of the SUPERINTENDENT his entire contribution to the Teachers’ Health Insurance Security (“THIS”) fund. The BOARD’s reimbursement obligation described in this paragraph shall be limited to 0.92% of the SUPERINTENDENT’s creditable earnings. It is agreed that the SUPERINTENDENT shall be responsible for any contribution required by TRS in excess of 0.92% of the SUPERINTENDENT’s creditable earnings. The BOARD shall remit this contribution to TRS as the fund’s collection agent.

22. **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 a criminal background investigation report by the State Department of Police reveals that there has been a prohibited conviction, this Agreement shall immediately become null and void.

23. **PROFESSIONAL LIABILITY** – The BOARD agrees that it shall defend, hold harmless and indemnify the SUPERINTENDENT from any and all demands, claims, suits, actions and legal proceedings brought against the SUPERINTENDENT in his individual capacity, or in his official capacity as agent and employee of the BOARD provided the incident arose while the SUPERINTENDENT was acting within the scope of his employment and excluding criminal litigation and such liability coverage as is beyond the authority of the BOARD to provide under state law. Except that, in no case, will individual BOARD members be considered personally liable for indemnifying the SUPERINTENDENT against such demands, claims, suits, actions and legal proceedings.

24. **LIMIT UPON CREDITABLE EARNINGS** – Notwithstanding any other provision of this contract to the contrary, the SUPERINTENDENT’S total creditable earnings, as that term is defined by TRS at this time or at any time during this Agreement, shall not increase by any amount in excess of three percent (3%) from the previous school term in which he is employed by the BOARD. The Parties hereby agree that the Board makes no representations regarding the creditable earnings status with respect to any compensation received by the Superintendent pursuant to the terms of this contract.

25. The BOARD collectively and individually shall refer promptly to the Superintendent for study and recommendation, all criticisms, complaints and suggestions called to their attention regarding the Superintendent or any area of his responsibility.

26. **MISCELLANEOUS** –

- A. This Agreement has been executed in Illinois and shall be governed in accordance with the laws of the State of Illinois in every respect.
- B. Section 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 Agreement, the text shall control.
- C. 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.
- D. 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 concerning such subject matter, whether oral or written.
- E. 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.
- F. Both parties have had the opportunity to seek the advice of counsel. The BOARD has relied upon the advice and representation of counsel selected by it respecting the legal liabilities of the parties, if any. The SUPERINTENDENT has relied upon the advice and representation of counsel selected by him.

- G. Except as may otherwise be provided, no subsequent alteration, amendment, change, or addition to this Agreement shall be binding upon the parties unless reduced to writing and duly authorized and signed by each of them.
- H. The BOARD retains the right to repeat, change or modify any policies or regulations which it has adopted or may hereafter adopt, subject however, to restrictions contained in the *Illinois School Code* and other applicable law.
- I. If any section, provision, paragraph phrase, clause or word contained herein is held to be void, invalid or contrary to law by a court of competent jurisdiction, it shall be deemed removed herefrom, and the remainder of this Agreement shall continue to have its intended full force and effect.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed in their respective names and in the case of the BOARD, by its President and Secretary on the dates set-forth below.

SUPERINTENDENT

BOARD OF EDUCATION  
 HARVEY PUBLIC SCHOOL DISTRICT  
 NO.152, COOK COUNTY, ILLINOIS

\_\_\_\_\_  
 John F. Thomas

By: \_\_\_\_\_  
 President, Board of Education

Date: \_\_\_\_\_

ATTEST:  
 \_\_\_\_\_  
 Secretary, Board of Education

Date: \_\_\_\_\_

## EXHIBIT A

### **PERFORMANCE GOALS**

It is understood between the two parties that it is not required that the Superintendent complete all indicators of success in order to satisfactorily accomplish the stated goal, but instead that an ongoing good faith effort is made to accomplish each within the monetary and personnel resources of the School Board.

#### **GOAL #1 (Student Achievement) - Establish and Maintenance of educational goals/ attainment of student performance**

The Superintendent shall provide leadership to the District Cabinet and the faculty in school improvement planning which enhances student achievement and performance.

#### **INDICATORS**

- The Superintendent shall facilitate the use of local, state, and national testing and other appropriate data collection to serve as the basis for the development of school improvement plans for the school years 2018-2019 through 2019-2021. Yearly reports of student progress on state and national tests will be made to the Board by each June or July.
- The Superintendent shall, with the assistance of the administrative staff and external resources as available, conduct an analysis of individual and collective (school) performance data and report the results to the Board on an annual basis. These school improvement plans will be shared with the Board by each June or July.
- The Superintendent shall, with the assistance of the administrative staff and faculty, conduct a regular review of all curriculum areas during the period of 2018-2019 to 2020-2021. A report of this review and appropriate recommendations shall be made yearly no later than July 1.
- The Superintendent shall, with the assistance of the administrative staff and outside resources as appropriate, plan and deliver a systematic program of staff development in curricular/instructional/assessment areas that will support staff in enhancing student performance. A yearly report on this staff development shall be made to the Board in June or July.
- The Superintendent shall, with the assistance of the administrative staff, faculty, paraprofessionals and outside resources as appropriate, implement a student testing program which will provide staff with data for identifying student academic needs and for gauging student academic growth. This program shall be fully implemented by 2018-2019.
- The Superintendent shall, with the assistance of the administrative staff, faculty, paraprofessionals and outside resources as appropriate, provide an instructional program which supports students with special education or remedial education needs. Student progress will be reported to the Board on a yearly basis in June or July.
- The Superintendent shall, with the assistance of the administrative staff, faculty, and outside resources as appropriate, implement Board desired possible alternatives to suspension and expulsion, when appropriate, so that disciplined students may continue their educational program



## **GOAL #2 (District Assets and Finances) - Stewardship of District Assets**

The Superintendent shall serve as the Financial Leader for the Harvey School District # 152.

### **INDICATORS**

- The superintendent shall, with the assistance of the administrative staff and faculty, provide data and analysis data related to district finances to the Board of Education at monthly board meetings.
- The Superintendent shall seek guidance and input from appropriate outside resources on potential solutions to concerns related to district finances.
- The Superintendent shall provide financial recommendations to the Board of Education
- The Superintendent shall, with the assistance of the administrative staff and faculty, educate the School Community on the Status of the district finances bi-annually at Board meetings and community hearings.
- The Superintendent shall Evaluate all positions on extracurricular assignment list and make recommendations for continuation of programs/positions
- The Superintendent shall develop a process for purchasing supplies and equipment through preferred providers at negotiated contract rates annually or as otherwise needed.
- The Superintendent shall implement a process to properly account for district equipment.
- The Superintendent shall complete staffing projections for all departments/schools based upon enrollment data/building utilization in April to create an accurate Budget.
- The Superintendent shall implement an inventory control system for the Facilities and Transportation Departments as well as instructional programs.
- The Superintendent shall examine current practices in ordering supplies/materials and how materials are accounted for daily.
  - a. Conduct analysis of inventory solutions available to school district.
  - b. Select an inventory system to be implemented.
- The Superintendent shall create a 5 year curriculum review process for text/material purchase and move to a digital curriculum.

### **GOAL #3 (District Culture and Climate) - Administration of Personnel / Administration of School Board Policies**

The Superintendent will work to improve culture and climate of the Harvey School District 152 by ensuring two- way communication with all stakeholders

#### **INDICATORS**

- The Superintendent will communicate district strategy with administrative staff and faculty on a weekly basis through the Leadership Team Communication structure.
- The Superintendent will meet with the Department Heads on a bi -monthly basis to assess the performance of the department.
- The Superintendent will meet with the Director of Technology on a bi-monthly basis to assess the performance of the department.
- The Superintendent will meet with the Director of Student Support Services Director on a bi-monthly basis to assess the performance of the department.
- The Superintendent will be receptive to input from parents and other community members via Bi - Annual on line surveys conducted through our website

### **GOAL #4 (District Branding)**

The Superintendent will provide the leadership for the District to better communicate with the general public those positive activities, programs, accomplishments, and District improvements to increase community awareness and understanding.

#### **INDICATORS**

- The Superintendent will work with external partnerships to develop a marketing strategy to communicate current and planned initiatives.
- The Superintendent will regularly, when available, attend evening school events.
- The Superintendent will join and be an active member of local civic organizations.
- The Superintendent will make himself available to local media outlets.
- The Superintendent will work with external partners to rebrand the Harvey School District #152

## **GOAL #5 (Board Superintendent Relations/ District Involvement) -Rapport with School Board**

The Superintendent shall provide leadership to the District to improve parent/community involvement.

### **INDICATORS**

- The Superintendent will meet with Board leadership on a weekly basis either in person or via electronic sources to ensure the Board maintains a pulse on the district operations and management.
- The Superintendent will communicate effectively with all Board members through an electronic board packet format.
- The Superintendent shall analyze parent attendance data during conferences and open houses.
- The Superintendent shall analyze volunteer record data.
- The Superintendent shall reach out to the Harvey School District community through mailings, automated phone calls and the district website to increased parent involvement and attendance on school committees.
- The Superintendent shall ensure all committee, board, and school events are well posted and in most cases translated in English and Spanish.
- The Superintendent shall actively seek out parent and community involvement for important policy and budget decisions by holding forums, surveys and information sessions throughout the school year.
- The Superintendent shall continue to develop the school website to share important, relevant, and up to date information.