

## **SUPERINTENDENT EMPLOYMENT CONTRACT**

THIS AGREEMENT, made and entered into this 16th day of November, 2016, by and between the **BOARD OF EDUCATION OF COMMUNITY UNIT SCHOOL DISTRICT NO. 5, McLEAN and WOODFORD COUNTIES, ILLINOIS** (hereinafter referred to as the "Board") and **DR. MARK DANIEL** (hereinafter referred to as "Superintendent of Schools").

### **W I T N E S S E T H :**

**WHEREAS**, the Board is the duly elected, qualified, and acting governing body of COMMUNITY UNIT SCHOOL DISTRICT NO. 5, McLEAN and WOODFORD COUNTIES, ILLINOIS; and

**WHEREAS**, the parties have agreed, and do hereby agree, to the employment of Mark Daniel as Superintendent of Schools of said District under a performance-based contract specifically per Illinois Statutes 105 ILCS 5/10-23.8 and other applicable statutory enactments. Said performance-based contract shall be linked to student performance and academic improvement attributable to the responsibilities and duties of the Superintendent. Such performance-based contract shall be governed by the standards and goals identified in paragraph 8 below and such additional goals as subsequently established by the Board and the Superintendent pursuant to said paragraph 8.

### **NOW, THEREFORE, IT IS AGREED AS FOLLOWS:**

1. The Board hereby employs the aforesaid Superintendent and the Superintendent hereby accepts employment from said Board to the position of Superintendent of Schools of said District No. 5 for a period of three (3) years commencing July 1, 2017 and ending June 30, 2020.

2. The Superintendent shall furnish to the Board evidence of his possession of a valid and appropriate license to act as Superintendent of Schools in accordance with the

laws of the State of Illinois. Failure to maintain licensure for serving as Superintendent of Schools in the State of Illinois shall be grounds for immediate termination of this Employment Contract pursuant to paragraph 23.

3. The employment of said Superintendent to the position of Superintendent of Schools of District No. 5, the duties and responsibilities of such Superintendent of Schools, and the respective duties and obligations of each party to the other shall at all times be in accordance with and subject to the provisions of the statutes of the State of Illinois, the rules and regulations of the Illinois State Board of Education in such case made and provided, and to the lawful rules and regulations of the Board in force from time to time during the period of such employment.

4. This Agreement anticipates the employment and services rendered by the Superintendent of Schools for a twelve-month period in each school year, subject to the exclusions of legal holidays and other school holidays which are authorized by the Board of Education and/or the laws of this State, and subject to the allocated vacation allowance hereinafter referenced.

5. The Superintendent shall maintain residency within the School District during the term of this Agreement and during any renewal term of this Agreement.

6. As compensation for the services set forth in this Agreement to be performed by said Superintendent of Schools, the Board agrees to pay said Superintendent an annual salary of One Hundred Ninety-seven Thousand Six Hundred Seventy-six Dollars (\$197,676), plus any additional amount the Board may choose to approve following its performance evaluation of the Superintendent for the current school year. The salary shall be payable in twenty-four (24) equal installments on the 15th and 30th day of the month commencing with the 15th day of July, 2017.

The parties agree that the compensation for each subsequent year (from July 1st through June 30th) of this Agreement shall be no less than the salary established for the preceding year payable under the same schedule as above referenced. For each succeeding year of the Agreement the Superintendent may receive an annual salary increase based upon the performance indicators to be agreed to by the parties pursuant to the following paragraph 7.

7. Performance and Improvement Goals: The Board shall cooperate with and assist the Superintendent in the duties herein relegated to the Superintendent. The Board agrees that the Superintendent shall have all necessary resources and requisite control of the operations, including finances and development of personnel and educational programs. Pursuant to 105 ILCS 5/10-23.8, the following are goals in accordance with said law. Annually, the Superintendent, with the assistance of his administrative team, shall (1) evaluate student performance, including, but not limited to, student performance on standardized tests, successful completion of the curriculum, and attendance and drop-out rates; (2) review the curriculum and instructional services; (3) review school finances; and (4) report to the Board on her/his findings as to (a) student performance and (b) his recommendations, if any, for curriculum or instructional changes as a result of his evaluation of student performance. The parties may agree to modify or remove applicable goals as the case may be. Additional goals shall be developed annually before September 30th of each contract year unless such date is extended by mutual agreement of the parties. The Board and Superintendent shall meet and attempt in good faith to mutually agree upon such goals. By June 30th of each year, the Board shall determine in their annual evaluation if goals have been met. The Superintendent shall remind the Board President in writing thirty (30) days in advance of any deadline set forth in this paragraph 7.

8. The Superintendent of Schools shall be entitled to four (4) weeks (twenty (20) working days) of vacation, in each annual contract period, to be taken by the Superintendent at such time or times as are mutually satisfactory to him and the Board and consistent with the responsibilities of the office. Said vacation time shall be exclusive of the winter and spring breaks when school is not in session and of all legal holidays and other school holidays as authorized by the Board of Education and/or the laws of this State or the United States. It is understood that such vacation time shall not be cumulative and shall be used during each annual contract year.

9. The Superintendent shall be entitled to fifteen (15) working days of sick leave in each annual contract period commencing July 1, 2017. Such sick leave can be accumulated.

10. The Board of Education shall defend, hold harmless, and indemnify the Superintendent from any and all demands, claims, suites, actions, and legal proceedings brought against the Superintendent in his individual capacity, or in his official capacity as agent and employee of the Board of Education provided the incident arose while the Superintendent was acting within the scope of his employment and not in violation of State or Unit 5 rules and/or regulations.

11. In addition to the compensation set out above, the Board agrees to compensate, or to pay on behalf of the Superintendent, the Superintendent's Teacher Retirement System (TRS) member contribution, including the health insurance contribution (THIS) to TRS, not to exceed the required percentages of contribution for TRS and THIS existing as of the date of this Agreement. Such compensation is to be paid on the Superintendent's base salary.

12. Notwithstanding any other provision herein, in no event shall the Superintendent's compensation be increased from one year to the next year by an amount

which would require the School District to incur a penalty should the compensation for the new year be utilized in calculating the Superintendent's retirement annuity.

13. During the term of this Agreement, the Superintendent, in the Superintendent's capacity as Superintendent of Schools, shall be the Chief Executive Officer of the District in charge of, and responsible for, all administrative, educational, and financial matters pertaining to said District, and the Board, acting both individually and collectively in their or its official capacity, shall promptly refer complaints, suggestions, or criticisms which come to their attention to said Superintendent for the Superintendent's information, study, recommendations, and actions for the benefit of the School District in total. The Superintendent shall keep the Board and its individual members informed of all material matters impacting the finances of the School District, its educational mission or its standing in the public.

14. The Superintendent may undertake speaking engagements, writing, lecturing, and other professional duties, services or obligations incident to the Superintendent's office and those of the Superintendent's profession so long as same do not interfere with the performance of the Superintendent's duties as Superintendent of Schools and so long as they do not provide additional compensation to the Superintendent without the prior approval of the Board President, or if unanticipated compensation is given the Superintendent for such outside activity, the Superintendent shall report same to the Board President.

15. The Board shall reimburse the Superintendent, and/or pay on the Superintendent's behalf, professional dues for the Superintendent's membership in the Illinois Association of School Administrators, the American Association of School Administrators, and such other professional organizations as are approved in advance by

the Board. A list of organizational memberships will be provided to the Board on an annual basis.

16. Subject to Board approval, all reasonable expenses incurred by the Superintendent in conjunction with performing the duties of the Superintendent's office for such purposes, such as, but not limited to, meeting of school and municipal/state officials, service organization dues, luncheon meetings, etc., shall be reimbursed. It should be understood that the Board encourages the Superintendent to participate in community activities, to enhance communication between related public bodies and the general public and the school administration, and to maintain an awareness of community input and desires.

17. The Superintendent shall be reimbursed mileage for all travel in connection with official business at the rate recognized by the IRS.

18. The Superintendent shall be entitled to, and is hereby granted, all benefits in accordance with the Board's policy for all other administrative and/or certified personnel, providing such benefit is not inconsistent with the terms of this Agreement.

19. The District shall at its sole cost provide Superintendent and his dependents major medical, vision, and dental coverage available under its group plan. Notwithstanding the foregoing, in the event that any health reform legislation or other law shall prohibit or otherwise restrict the Board from providing the health insurance benefit herein described while providing a lesser benefit to other certified employees, the Board retains the right to limit participation of the Superintendent and his dependents in the District health plans to the same terms and conditions provided to other certified employees. In such event, the monetary equivalent of the difference in premium cost for the Superintendent's elected coverage and the lesser cost actually paid by the Board in order to comply with such prohibition or restriction shall be paid to the Superintendent as salary to the extent that any

such additional payment does not result in a penalty to the Board under the rules governing TRS.

20. The Board agrees to provide the Superintendent with group term life insurance in an amount of Three Hundred Thousand Dollars (\$300,000), with beneficiaries at the Superintendent's designation.

21. From the annual salary stated herein, the Superintendent may (1) annually defer compensation pursuant to and in accordance with the terms of an eligible deferred compensation plan as described in Section 457(b) of the Internal Revenue Code if adopted by the Board and/or (2) authorize a salary reduction in order that the Board may purchase a 403(b) eligible product for the Superintendent as described in Section 403(b) of the Internal Revenue Code, in accordance with the Board's 403(b) Plan, and provided that the Superintendent confirms that any such deferrals and reductions are within Internal Revenue Code limitations.

22. This contract may be terminated by mutual agreement of the parties, by retirement of the Superintendent, and by disability of the Superintendent. In the event of disability or illness or incapacity, after the Superintendent's sick leave has been exhausted and such other leave as may be available has been exhausted and the Superintendent has been absent from employment for whatever cause for an additional continuous period of sixty (60) days, all obligations of the District to the Superintendent shall cease. By the execution of this Agreement, the Superintendent waives any claim against the District and/or the Board and its individual members for disability.

If a question exists concerning the capacity of the Superintendent to return to the Superintendent's duties, the Board may require the Superintendent to submit to a medical examination to be performed by a medical doctor licensed to practice in the State of Illinois. The Board and the Superintendent shall mutually agree upon the medical doctor

who shall conduct the examination, which shall likewise be done at the expense of the Board. If the Board and the Superintendent cannot agree upon a medical doctor, then each party shall choose one medical doctor, those two medical doctors shall choose a third medical doctor, and the majority opinion shall prevail. The Board and the Superintendent shall each pay the expense of their respective medical doctor's fee and share equally the expense for a third medical doctor. The medical doctor(s) shall limit his or her report to the issue of whether the Superintendent has a continuing disability which prohibits the Superintendent from performing the Superintendent's duties. Such medical opinion, or in the event of more than one opinion, the majority medical opinion, shall be binding upon both parties.

23. The Superintendent may be discharged at any time for cause as provided by statute and which shall be deemed, but not limited to, neglect of duties or breach of contract. The Superintendent shall be given written notice of the reason(s) for discharge and afforded a hearing before the Board and the opportunity to present evidence, witnesses and defenses on the reason(s) given for discharge. If the Superintendent so chooses, the Superintendent may be accompanied by legal counsel, however, the Superintendent shall bear any cost involved therein. The Superintendent shall be provided a written decision of the Board subsequent to such meeting. If the Superintendent is discharged for cause, all compensation shall cease as of the date of discharge unless otherwise agreed to by the Board.

24. If dissatisfied with the Superintendent's performance, the Board may unilaterally, at its option, at any time notify the Superintendent of the Board's dissatisfaction. The Board shall inform the Superintendent in writing of the perceived performance deficiencies that need to be remediated. The Board shall no less than one hundred twenty (120) days and no more than one hundred fifty (150) days thereafter, evaluate the

Superintendent. If the Board then concludes that the Superintendent's performance remains deficient, the Board may terminate the Superintendent. In the event of such termination, the Board shall pay to the Superintendent, as severance pay in lieu of and in full satisfaction and release of all other claims or demands, a sum representing the salary and cash value of fringe benefits the Superintendent would have earned from the date of termination to the latter of the end of the current school term or a date six (6) months subsequent to the termination, whichever is longer.

25. Notice of intent not to renew this Agreement shall be given to the Superintendent in writing stating the specific reasons therefore by March 1 of the last contract year. Within ten (10) days after receipt of the notice of intent not to renew the Agreement, the Superintendent may request a closed session hearing on the non-renewal. At the hearing, the Superintendent shall have the privilege of presenting evidence, witnesses and defenses on the grounds for dismissal. Failure of the Board to provide written notice of non-renewal by March 1 of the last contract year shall serve to automatically extend this Agreement for one additional year beyond its then effective expiration date upon the same term and conditions in effect during the last contract year, provided that the Superintendent no later than February 1 of the last contract year notifies the Board President in writing of this provision. Should the Superintendent fail to do so, this Agreement shall not be automatically extended.

26. Regardless of cause, upon termination of the Agreement between the Superintendent and the School District, all documents and papers that have been originated prior to or during the term of the Superintendent will remain the property of the School District, except those of a personal nature which are the property of the Superintendent. The designated ownership of such papers, supplies, books, and records is of paramount

agreement between the parties hereto and shall survive the termination of this or subsequent employment agreements between the parties hereto.

27. Death of the Superintendent shall automatically terminate this Agreement with payment due the estate of the Superintendent through the end of the month of death only, as well as any payments required under the Illinois Wage Payment and Collection Act.

28. If during the term of this Agreement it is found that a specific clause of the Agreement is held to be unconstitutional or illegal in form under either federal or state law, the remainder of the Agreement shall not be affected by such ruling and shall remain in full force and effect. This Agreement shall be governed under the laws of the State of Illinois.

29. This Agreement may be modified by adopting an addendum at any time and by annually establishing the salary to be paid the Superintendent by action of the Board without the necessity of re-doing the entire contract, except that the minimum requirements set forth in this Agreement shall always remain as the obligation of the Board to the Superintendent.

30. Each of the parties hereto acknowledge that they have had the opportunity to consult with an attorney of their choice concerning the terms and conditions of this Agreement.

IN WITNESS WHEREOF, the Board has caused this Agreement to be approved and signed by its duly authorized officers, and the Superintendent has approved this Agreement this 16th day of November, 2016, for the school term commencing July 1, 2017.

Per Resolution duly adopted by the BOARD OF EDUCATION OF COMMUNITY UNIT SCHOOL DISTRICT NO. 5, McLEAN and WOODFORD COUNTIES, ILLINOIS, on the 16th day of November, 2016.

**BOARD OF EDUCATION OF COMMUNITY  
UNIT SCHOOL DISTRICT NO. 5, McLEAN  
and WOODFORD COUNTIES, ILLINOIS**

**SUPERINTENDENT OF SCHOOLS**

By \_\_\_\_\_  
Its President

\_\_\_\_\_ Dr. Mark Daniel

**ATTEST:**  
\_\_\_\_\_  
Its Secretary