

**EMPLOYMENT CONTRACT
BETWEEN JOHN BYRNE AND COMMUNITY HIGH SCHOOL DISTRICT #218
COOK COUNTY, ILLINOIS**

This Agreement, dated December 17, 2012, is between the Board of Education of Community High School District Number 218, Cook County, Illinois (hereinafter the "Board"), and Dr. John Byrne (hereinafter the "Superintendent"), pursuant to a motion duly made and adopted at a meeting of 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.

It is agreed as follows:

1. **EMPLOYMENT**. In accordance with the provisions of Section 10-23.8 of the Illinois School Code, the Superintendent is hereby employed as Superintendent of Schools of Community High School District Number 218, under this multi-year contract for three (3) contract years beginning July 1, 2012 and extended through June 30, 2015. The contract year under this contract is July 1 through the succeeding June 30 of each year. This is a performance-based contract. The performance goals are set forth in Appendix "A" which is attached hereto and will be amended each year when the Superintendent is evaluated by the Board.
2. **DUTIES**. The duties of the Superintendent shall be those duties set forth in the laws of the State of Illinois, the applicable rules and regulations of the Illinois State Board of Education, and by the rules, regulations and directions of the Board, all as may be amended or modified from time to time, and such duties as are reasonably incidental

thereto. The Superintendent shall provide academic leadership and shall have charge of the administration of the schools, including but not limited to the direct responsibility for the Business Office of the District, under the direction of the Board.

Subject to the legal authority of the Board to approve or disapprove his acts and recommendations, the Superintendent shall have the authority to plan, supervise, control, direct, revise and/or modify the program of education and curriculum provided by the District to the fullest extent necessary to comply with the state law and the educational needs of the District; to recommend the hiring and firing of employees; to evaluate, supervise and assign work to such assistant administrators, principals, teachers and other personnel as may be required of the District; to be apprised of criticisms or suggestions made by citizens of the District to the Board or its members concerning the schools, programs or personnel of the District; to establish, discontinue or modify such rules and regulations as may be required for the efficient, orderly and effective conduct of the education program; and to function as the Chief Executive of the District on behalf of the Board.

The Superintendent shall have authority to represent the Board in all matters falling within the scope of the superintendency, limited only by the policies of the Board and laws of the State of Illinois, and subject only to the understanding that, where the Board has not been apprised of the matter in advance, the Board President will be notified promptly thereof following the Superintendent's action.

3. **SALARY AND EXPENSES.** The Superintendent's salary for the 2012-2013 school year shall be TWO HUNDRED SIX THOUSAND TWO HUNDRED FIFTY SIX DOLLARS (\$206,256.00) with an additional \$5,000 to be paid every January 2 and an additional \$5,000 to be paid every July 1. The annual salary specified herein, to be paid to the Superintendent for the 2012-2013 school year and for each year thereafter during the

term of this agreement and any extension thereto, for the duration of this contract. For each subsequent contract year, the Superintendent's annual TRS creditable earnings shall be increased by six percent (6%) over the preceding contract year's TRS creditable earnings. The annual salary shall be paid in equal installments in accordance with the policies and practices governing the payment of other administrative personnel of the District. Any additional performance goals found necessary by the Board of Education and the Superintendent will be mutually agreed upon by the Board of Education and the Superintendent on or before March 1st of each year.

From the annual salary stated in the above paragraph of this Contract, 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, if offered, and provided that the Superintendent confirms that any such deferrals and reductions are within Internal Revenue Code limitations.

In addition, the Board shall make an annual non-elective employer contribution to the Section 403(b) annuity in the amount of Five Thousand Dollars payable as a one time lump sum no later than July 15 of each contract year. Both parties acknowledge that the Superintendent did not have the option of choosing to receive any of the 403(b) contribution directly or in cash.

The Board shall provide the Superintendent with a travel allowance of \$500.00 per month for necessary business travel within the District. The Board shall reimburse the Superintendent for necessary automobile or other travel and related expenses

outside the school district. All anticipated expenses for conferences, meetings, and similar events shall be discussed with the Board prior to the Superintendent incurring said expenses, whenever practicable. Additionally, a \$500.00 per month incidental expense check shall be paid to the Superintendent for expenses associated with the District.

4. **TRS CONTRIBUTION.** In addition to the salary amounts provided for, the Board shall pay, on behalf of the Superintendent, all contributions to the Illinois Teachers' Retirement System (TRS) as required by Section 16-152.1 of the Illinois Pension Code. Although designated by the Illinois Pension Code as employee contributions, the amounts herein required to be picked up by the Board shall be paid by the Board in lieu of contributions by the Superintendent. The Superintendent shall not have the option of choosing to receive directly the amounts contributed to the TRS by the Board on his behalf, nor any right or claim to the contributions to the TRS except as such may subsequently become available pursuant to the provisions of the Pension Code and TRS rules and regulations. The Board shall also pay on behalf of the Superintendent and in addition to the salary amounts provided for, the Superintendent's .92% of the required contribution to the cost of retiree health insurance and Medicare-only contribution if applicable.
5. **CERTIFICATE.** During the term of this Agreement and any extension thereof; the Superintendent shall maintain and furnish to the Board a valid and appropriate certificate to act as Superintendent of Schools in the State of Illinois.
6. **VACATION AND SICK LEAVE.** The Superintendent shall receive twenty-two (22) working days of paid vacation time for each contract year. Saturdays, Sundays and legal holidays when the offices of the District are closed shall not be considered working days. The Superintendent must utilize not less than ten (10) vacation days each year. He shall have the option to elect to receive compensation for unused vacation up to a maximum

of ten (10) days, in June of each contract year. The Superintendent shall notify the Board President, or in the absence of the President, the Board Vice President, before taking any vacation which is more than three (3) consecutive working days in length. Upon termination of employment, the Superintendent shall be compensated for any unused accumulated vacation days up to a maximum of thirty (30) days which shall be the maximum allowable accumulation, unless otherwise determined by the Board as to increasing said accumulation.

The Superintendent shall be entitled to seventeen (17) days of sick leave each contract year. Upon retirement, the Superintendent may utilize any such accumulated leave days for those purposes as may be permitted by law. For those unused sick leave days not otherwise used for service credit with TRS, compensation shall be at the then regular per diem salary rate, except the Superintendent may only be reimbursed up to a maximum of 250 accumulated sick days at the rate of \$500.00 per day. Nothing in this contract shall affect the accumulated sick leave that the Superintendent will have on June 30, 2007 from his prior positions in the District, except as outlined above. Sick leave may be accumulated beyond the 340 maximum days as set forth above for purposes of use as sick days or for all lawful retirement purposes. The accumulated sick leave is set forth in separate cover to the Board President.

7. **OTHER BENEFITS**. Except as specifically otherwise provided for in this agreement, the Superintendent shall be entitled to receive all fringe benefits regularly provided to other administrators and certified staff members of the District on terms and conditions no less favorable than those generally applicable to other District administrators and certificated staff. In the event of conflict in a fringe benefit expressly provided for in this contract and one provided to other administrators and/or certified staff; the terms of this contract shall govern. In the event the benefits provided to other administrators and certified staff

differ, the Superintendent shall be entitled to the higher benefits if allowable under the terms of any plan. The Superintendent shall receive the following specific fringe benefits:

A. The Superintendent shall be required to submit to a comprehensive annual medical examination by a physician licensed in Illinois to practice medicine and surgery in all its branches, the cost to be paid by the Board. A copy of a certificate issued by the physician certifying that the Superintendent is medically fit to perform his work duties shall be provided to the President of the Board by December 31st of each year. The Board may from time to time require, at its expense, additional comprehensive health examinations of the Superintendent by any such qualified physician.

B. The Board shall pay the cost of the Superintendent's annual membership dues in professional organizations selected by the Superintendent such as the IASA, provided that the Board reserves the right to reasonably limit the number for which it will pay dues. The Superintendent shall participate in community, civic and fraternal organizations in the interest of promoting a better understanding of the District's functions and its concerns, as well as to facilitate positive relationships with these community based organizations. 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 community, civic and fraternal organizations.

C. The Board shall provide the Superintendent with group term life insurance with coverage of \$300,000 and double-indemnity for accidental death or dismemberment. In the event the Superintendent is not insurable, then the District shall pay to the Superintendent an amount equal to the standard premium rate for such coverage.

D. Payment of disability insurance with an annual benefit in an amount equal to 60% of the IRS salary and pursuant to the terms and conditions of the plan selected by the

District.

E. The Board shall provide post-retirement School District comprehensive medical and dental insurance for the Superintendent and Superintendent's spouse with no required contribution from the Superintendent until the Superintendent and Superintendent's spouse are individually age 65 or otherwise individually Medicare eligible. If the Superintendent dies prior to age 65, the Superintendent's widow shall be allowed to continue in the District health plan with no required contribution from her until she reaches age 65 or is otherwise Medicare eligible. If the Superintendent and/or Superintendent's Spouse is unable to participate in the School District's comprehensive medical and dental insurance, then the Board shall provide the monetary equivalent of the medical and dental insurance premium for the given year to the Superintendent for payment toward an alternative medical and dental insurance program.

8. **OTHER WORK**. The Superintendent shall devote his full time and effort to his duties as Superintendent. With the prior agreement of the Board of Education, the Superintendent may undertake speaking engagements, writing, lecturing or other such professional activities, provided, however, that such work shall not interfere in any material and substantial manner with the Superintendents principal obligations hereunder.

9. **EVALUATION**. Not later than February 1st of each school year, the Board shall review with the Superintendent progress toward established goals and working relationships among the Superintendent, the Board, the faculty, the staff and the community. The Board's assessment and evaluation of the Superintendent shall include but not be limited to, an examination of the performance goals set forth on Appendix A attached hereto and made part hereof. The Board shall also act upon the Superintendent's salary and any other compensation or fringe benefit for the next regular school year at the time of his review and notify him of the amount at that time.

10. **EXTENSION OF AGREEMENT - NOTICE OF NON-RENEWAL.** This Agreement shall not be extended or rolled-over prior to its scheduled expiration date unless the Board determines that the performance goals contained in this Agreement have been met, and at that time, solely in the Board's discretion, this Agreement may be rolled over and extended as a continuous multi-year contract by adding an additional year. If this Agreement has not previously been extended, then on or before March 1st of the final year of this Agreement, the Superintendent shall give the Board President a written letter to remind the Board of the provisions of this Section of this Agreement. If the Board fails to act on the Agreement's extension, revision or termination before April 1st of that school year, a new one year contract for the next school year will automatically exist under the same terms and conditions as existed under this Agreement for the previous school year.

Notice of intent not to renew this Agreement must be given by the Board or by the Superintendent by April 1st of the year in which the Agreement expires. When given by the Board, the notice of intent not to renew this Agreement must be in writing, stating the specific reason therefor. Within 10 days after receipt of such notice of intent not to renew this Agreement, the Superintendent may request a closed session meeting with the Board to discuss the reasons for the non-renewal. Such meeting shall occur within 21 days of written notice of intent not to renew. At the meeting, the Superintendent has the right to address and discuss the reasons for the non-renewal with the Board. Subsequent to any such meeting the Board shall advise the Superintendent in writing of its decision to either renew or not renew the Superintendent's employment.

11. **DISABILITY.** Should the Superintendent be unable to perform the duties and obligations of this Agreement, by reason of illness, accident or other cause beyond the

Superintendent's control and such disability exists for a period of more than ten (10) calendar days after the exhaustion of accumulated sick leave days and vacation days during any school year, the Board, in its discretion, may make a proportionate deduction from the salary stipulated. If such disability continues for 90 calendar days after the exhaustion of all accumulated sick leave and vacation days or if such disability is determined by medical certification to be permanent, irreparable or of such nature as to make the performance of the Superintendent's duties impossible, the Board, at its option, may then terminate this Agreement, whereupon the respective duties, rights and obligations of the parties shall terminate. Prior to termination for disability, the Superintendent may request a hearing before the Board.

12. TERMINATION BY AGREEMENT, BOARD DECISION. OR FOR CAUSE

During its term, this Agreement may be terminated by:

- A. Mutual agreement of the parties.
- B. Retirement.
- C. The Board for good cause. Good and just cause shall include, but not be limited to, dishonesty, fraud or other conduct involving moral turpitude, loss of certification, willful refusal to carry out an express legal directive from the Board, or a substantial breach of any obligation due under the terms of this Agreement. In the event the Board believes there is good and just cause to terminate the Superintendent's employment under this paragraph C, it shall advise the Superintendent of the nature of the asserted cause(s) in writing (such notice to contain specific reasons) and afford the Superintendent an opportunity to a hearing before the Board relative to the asserted cause(s). Any such hearing shall be in closed session before the Board and the Superintendent shall have the right to representation, the right to present witnesses and evidence in defense of the reasons for dismissal.

13. **WAIVER OF TENURE.** Under Section 10-23.8 of the School Code (105 ILCS 5/10-23.8), as a condition to entering into this multi-year contract, the Superintendent waives for the term of this contract any rights that would provide him with contractual continued service in any position of employment by the Board under the provisions of Section 24-11 through 24-16 of the School Code. Term, as used herein, means the actual length of time the Superintendent serves as Superintendent, regardless of whether it is for the length of time set forth herein. Pursuant to State law, the Superintendent shall retain any contractual continued service credit that the Superintendent accumulated under Sections 24-11 through 24-16 of the Illinois School Code prior to signing this multi-year agreement.
14. **MODIFICATION AND AMENDMENT.** This contract may be modified and/or amended by mutual consent of the parties, in writing, while all remaining portions of the agreement remain in effect.
15. **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. This Agreement has been executed in Illinois, and shall be governed in accordance with the laws of the State of Illinois in every respect.

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, on the day and year first written above.

SUPERINTENDENT

BOARD OF EDUCATION, COMMUNITY
HIGH SCHOOL DISTRICT NUMBER 218

By: _____
Dr. John Byrne

By: _____
President, Board of Education

ATTEST:

By: _____
Secretary, Board of Education

APPENDIX “A”

- The Superintendent will insure the fiscal stability of the district by implementing/negotiating reasonable salary and benefit packages for district employees.
- The Superintendent will work with the schools to produce extreme improvement in test scores in core subject areas.
- The Superintendent will do an analysis of district programs and costs and identify and implement cost cutting measures to the district budget to help offset potential future pension costs.