

**BOARD OF EDUCATION OF COMMUNITY
CONSOLIDATED SCHOOL DISTRICT 62
PAUL HERTEL'S PERFORMANCE-BASED
EMPLOYMENT CONTRACT
July 1, 2016 - June 30, 2020**

THIS CONTRACT is made by and between the BOARD OF EDUCATION (the "Board") OF COMMUNITY CONSOLIDATED SCHOOL DISTRICT 62, COOK COUNTY, ILLINOIS (the "District") and PAUL HERTEL (the "Administrator"). The Board and the Administrator agree as follows:

1. **Employment:** In accordance with the provisions of Section 10-23.8a of the School Code of Illinois (105 ILCS 5/10-23.8a), the Administrator is hereby employed as an administrator in the District under this multi-year performance-based contract for the four (4) year period beginning July 1, 2016, and extending through June 30, 2020, unless earlier terminated as provided in this Contract. The contract year under this Contract is July 1 through the immediately following June 30.
2. **Duties:** The duties of the Administrator shall be those duties prescribed by the laws and regulations of the State of Illinois, by the policies, regulations and directions of the Board, the job description for the administrative position to which the Administrator is assigned and by the directions of the Superintendent, all of the foregoing as may be amended or modified from time to time, and as are reasonably incidental to the position of an administrator in the District.
3. **Goals and Indicators of Performance:** This is a performance-based contract, for which the goals and indicators of performance are set forth in the attached Exhibit A.

By June 1 of each contract year, the Superintendent shall, as part of the annual evaluation of the Administrator, determine whether the goals for the contract year have been accomplished and if adequate progress has been made toward accomplishment of those goals to be completed in later contract years.

The Board, the Superintendent, and the Administrator, recognize that achievement of the goals and improvement of student academic performance are dependent on continued Board and Superintendent support of the goals including the provision of adequate financial support within available resources. The Board, the Superintendent, and the Administrator, also recognize that circumstances beyond the control of the Board, the Superintendent, and/or the Administrator, may prevent attainment, or require modification of any of the goals. In such circumstances or where the Board is unwilling or unable to support the goals either financially or in principle, the Board and the Superintendent, in consultation with the Administrator, will modify or delete any of the goals as appropriate.

4. **Evaluation:** By no later than May 1 of each contract year, or earlier date, as may be set by the Superintendent, the Administrator shall provide the Superintendent with a written self-assessment of overall performance, as well as progress toward achievement of the goals. As soon thereafter as the schedule of the Superintendent or designee reasonably permits, the Superintendent shall meet with the Administrator to review the Administrator's performance, including the progress toward achievement of the goals, assess the working relationship of the Administrator with the Board, the Superintendent, the faculty, the staff, students and the community. The Superintendent or designee shall make a good faith effort to complete the evaluation process with a written evaluation of the Administrator by June 1 of each contract year.
5. **Salary:** The Board, as compensation for the duties set forth in this Contract, will pay the Administrator a base salary of \$191,769.51 for the 2016-2017 contract year. Should the Administrator meet his performance goals for the 2016-2017 contract year as evidenced by a rating of proficient or better on his annual performance evaluation, the Board shall pay the Administrator an additional 2% increase for the 2016-2107 contract year. For the 2017-2018 contract year, the Board shall pay the Administrator his final salary for the 2016-2017 contract year, plus a 3% increase. Should the Administrator meet his performance goals for the 2017-2018 contract year, as evidenced by a rating of proficient or better on his annual performance evaluation, the Board shall pay the Administrator an additional 3% increase in salary for the 2017-2018 contract year. For the 2018-2019 contract year, the Board shall pay the Administrator his final salary for the 2017-2018 contract year, plus a 4% increase. Should the Administrator meet his performance goals for the 2018-2019 contract year, the Board shall pay the Administrator an additional 2% increase in salary. For the 2019-2020 contract year, the Board shall pay the Administrator his final salary for the 2018-2019 contract year, plus a 5% increase. Should the Administrator meet his performance goals for the 2019-2020 contract year, the Board shall pay the Administrator an additional 1% increase in salary. Such salary shall be payable in equal installments in the same manner as the salaries of other twelve-month administrators in the District are paid, with the caveat that the percentage increases based on performance, if earned by the Administrator, shall be paid in equal amounts over the remaining pay periods for that contract year.
6. **Fringe Benefits Program:** The Administrator shall receive all fringe benefits otherwise extended to administrators of the School District, including participating in any District Section 125 plan, unless otherwise stated in this Contract.
7. **TRS Contributions:** In addition to the salary stated in paragraph 5 above, the Board shall pick up and pay on the Administrator's behalf, the Administrator's entire contribution to the Illinois Teachers' Retirement System as required by Section 152.1 of the Illinois Pension Code.

It is the intention of the parties to quality all such payments picked up and paid by the Board on the Administrator's behalf as employer payments pursuant to Section

414(h) of the Internal Revenue Code of 1986, as amended. The Administrator 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.

8. **Licensure:** At all times during the term of this Contract, the Administrator shall maintain in full force and effect, a valid and appropriate license to serve in the position to which the Administrator is assigned.
9. **Outside Activities:** The Administrator shall confine professional and employment activities to the business of the District, except as provided in this paragraph or as otherwise recommended by the Superintendent and approved by the Board. On an occasional, short-term basis approved by the Superintendent, the Administrator shall be permitted to undertake writing, teaching, and speaking engagements. Any consulting work undertaken by the Administrator for compensation must be accomplished on the Administrator's vacation days, holidays, or other non-duty days. The Superintendent shall be notified of the nature of the consulting activities, which shall not interfere with the performance of the Administrator's duties.
10. **Termination for Cause During the Term of the Contract:** In the event the Board intends to terminate this Contract before its expiration for cause, the Board or its designee shall give the Administrator written notice of such intention, together with a statement of the reasons for termination. Cause includes, but is not limited to, failure to maintain the certificate required in paragraph 8 above, neglect of duty or breach of contract. Within five (5) days after receipt of such notice, the Administrator may request in writing a hearing before the Board, which shall be in closed session. If a hearing is not timely requested, the termination shall become effective on the date specified in the Board's notice. Pending any hearing requested by the Administrator, the Superintendent and/or Board may suspend the Administrator with or without pay. At the conclusion of any hearing, the Board shall determine whether to terminate this Contract and the Administrator's employment and so notify the Administrator in writing.
11. **Resignation/Retirement and Extension of Contract:** The Administrator hereby resigns from employment in the District effective June 30, 2020. At the end of any year of this Contract, the Board and Administrator may mutually agree to extend the employment of the Administrator for one or more years, not to exceed a total contract term of five years, provided the Board determines that performance goals established under paragraph 3 above have been met in accordance with Section 10-23.8 of the School Code and the annual evaluation required by paragraph 4 of this Contract. Notwithstanding this paragraph, nothing prevents the Board and the Administrator from entering into a new contract at the end of this contract.

12. **Termination by Agreement:** During the term of this Contract, the Board and Administrator may mutually agree, in writing, to terminate this Contract.
13. **Unilateral Termination by Board of Education:** The Board may, at its option, and by a minimum of ninety (90) days' notice to the Administrator, unilaterally terminate this Contract without cause during its term. In the event of such termination, the Board shall pay to the Administrator, as severance pay, six months of the salary set forth in Paragraph 5 above or the remainder of the salary owed under the contract, whichever is less.
14. **Termination Due to Disability:** Should the Administrator become physically or mentally disabled from performing any substantial duty permanently or for a period of ninety (90) calendar days in any 180 calendar-day period, the Board may, at its option, terminate the Administrator's employment upon thirty (30) days written notice to the Administrator and the opportunity for a hearing before the Board on the issues of disability and performance. Upon termination for this reason, the Board shall pay the Administrator for any accumulated but unused sick leave and, if permitted by the School District's health and life insurance program, continue such insurance at its expense for the remainder of the school year. This continuation period shall be included in the calculation of the time period available for continuation coverage (commonly referred to as COBRA coverage) under the Internal Revenue Code of 1986 as amended.
15. **Disability Retirement:** If the Board or the Administrator, under paragraph 14 terminates this Contract for reasons of disability and the Administrator retires under the Illinois Teachers Retirement System ("TRS") while the Board is subject to a payment to TRS under the TRS Early Retirement Option, the Administrator shall elect a disability retirement annuity from TRS until such time as he no longer qualifies for such annuity or is eligible for a regular retirement annuity at age 60 or 35 years of creditable service. However, the requirement to elect a disability retirement annuity will not apply if the disability annuity is less than the annuity provided under ERO and if the Board declines the Administrator's written request for the Board to make up the difference between the disability annuity and ERO annuity.
16. **Deferred Compensation:** The Administrator may elect that a portion of the salary set forth in paragraph 5 above be paid into a tax sheltered annuity pursuant to Section 403(b) and/or a deferred compensation plan pursuant to Section 457 of the Internal Revenue Code of 1986, as amended. The cost of the contribution to the annuity or plan shall be deducted from the Administrator's annual compensation and shall not require an expenditure of funds by the Board above the amount paid to the Administrator in the form of salary.
17. **Tenure:** By accepting this Contract, the Administrator waives any tenure rights in the School District under Sections 24-11 through 24-16 of the Illinois School Code

to the extent provided in Section 10-23.8a of the Illinois School Code, as may be amended from time to time.

18. **Notice:** Any notice or communication permitted or required under this contract shall be made in writing and shall become effective on the day of service thereof by personal service or by first class mail, registered or certified, return receipt requested, postage prepaid, sent to the parties at the respective addresses listed below, or at such other addresses as the parties may from time to time advise in writing. Service by mail, as provided above, shall be deemed made upon deposit in the mail.

If to the Board:

President, Board of Education
Community Consolidated School District 62
Administration Center
777 E. Algonquin
Rd. Des Plaines, IL
60016

With a copy to: Superintendent

Community Consolidated School District 62
Administration Center
777 E. Algonquin Rd.
Des Plaines, IL 60016

If to the Administrator:

Paul Hertel
Community Consolidated School District 62
Administration Center
777 E. Algonquin Rd.
Des Plaines, IL 60016

19. Miscellaneous:

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

- B. Paragraph headings and numbers have been inserted for convenience of reference only, and if there shall be any conflict between any such headings or numbers and the text of this Contract, the text shall control.
- C. 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.
- D. If any provision of this Contract is subsequently declared by the proper legislative or judicial authority to be unlawful or unenforceable, all other provisions of the Contract shall remain in full force and effect.
- E. This Contract contains all the terms and benefits agreed upon by the parties with respect to the subject matter of this Contract and supersedes all prior agreements, arrangements and communications between the parties concerning such subject matter whether oral or written. No modification or amendment of this Contract shall be valid or binding on the parties unless it is in writing and executed by the Board and Administrator.
- F. This Contract shall become effective and be deemed dated as of the date the last of the parties signs this Contract as set forth below.

ADMINISTRATOR

BOARD OF EDUCATION,
COMMUNITY CONSOLIDATED
SCHOOL DISTRICT 62

Paul Hertz

Stephanie Duckman

Date: 1/24/17

Date: 2-21-17

Attest:

Margaret Goodchild

Date: 2/21/17

Exhibit A
Goals and Indicators of Performance

GOAL 1:

The Administrator shall continue to proactively manage effectively and work collaboratively with the teacher evaluation committee on the Danielson Framework for teaching as it relates to high expectations for practices to improve student growth and achievement.

Indicators:

- Regularly discuss the evaluation process with evaluators at monthly principal meetings. If utilized, a topical list and any presentation materials or notes will be furnished to the Superintendent of Schools for discussion at each of the meetings (Ongoing)
- Continuously dialogue with administrators regarding rigor and expectations of the evaluation process (Ongoing)
- Schedule and chair the Evaluation Committee meetings with the collection of meeting minutes to be furnished to the Superintendent of Schools
- To insure that District 62 remains in legal compliance, schedule and co-chair the Joint Committee meeting with the collection of meeting minutes to be furnished to the Superintendent of Schools
- Provide guidance and create a written process/plan with timeline for the release of staff regarding the evaluation process. In the process/plan, it must stipulate that an annual report will be furnished to the Superintendent of Schools by March 15 of each school year. This written process/plan will be presented to the Superintendent of Schools by March 15. Some suggested items might be, but are not limited to:
 - Identified teacher(s) with his or her final summative rating for the current school year
 - Identified teacher(s) with his or her final summative rating for previous school years (if applicable)
 - Identified performance interventions utilized to help the teacher(s) improve in his or her performance
 - Include whether a Needs Improvement Plan was created and used to assist the teacher(s) in his or her performance
- Ensure that the Danielson Framework is utilized in the following professional support areas: social workers, counselors, speech pathologists, library media specialists and nurses by July 31, 2017
- Review evaluations to determine if administrators are writing thorough and comprehensive evaluations that are objective in nature and with the proper documentation related to Danielson. Continuously, coach administrators that need to improve in this area. (Ongoing) At the end of the school year, a summary report shall be furnished to the Superintendent of Schools on the Associate Superintendent's observations and next steps, if any.

Aligned to Board Goal: Goal 1 – All staff will possess the skills to lead, teach, assess and support students across all subgroups to engage in daily complex learning that leads to academic growth, achievement and future readiness for high school, college, career and beyond.

GOAL 2:

The Administrator shall continue to support the employee benefit and wellness committees to provide a safe, secure, supportive, caring and healthy work environment.

Indicators:

- Proactively manage the District health-screening program and provide a summary report to the Superintendent of Schools at the conclusion of the program by January
- Create an annual schedule and Facilitate Wellness Committee meetings with meeting minutes submitted quarterly to the Superintendent of Schools
- By May, create an annual calendar of planned District events related to staff wellness to be furnished to the Superintendent of Schools for his review and approval
- In conjunction with Gallagher and Association leadership, create a Wellness program plan that is strategic to help reduce the District's healthcare costs. The plan must be furnished to the Superintendent of Schools by August for his review.
- Lead benefits committee meetings with Gallagher and Association leadership in order to evaluate employee benefit plans (medical/prescription/ dental/vision) and to determine potential cost savings with meeting minutes shared with the Superintendent of Schools
- Update the District website with current and relevant benefit and wellness information for both staff and prospective new hires. (Ongoing)

Aligned to Board Goal: Goal 2 – Every school will provide a safe, secure, supportive, caring, healthy learning environment for students and staff that will lead to the development of social emotional learning competencies for students as well as health and wellness for staff.

GOAL 3:

While the Administrator will continue the current staffing practices in preparation for the 2017-2018 school year, the Administrator will also create a written comprehensive Talent Acquisition and Onboarding plan in an attempt acquire high performing individuals to service the educational, social and emotional needs of our students

Short Term Indicators:

- In preparation for the 2017-2018 school year, the indicators are:
 - Meet with principals to review hiring practice and update screening questions by March
 - Coordinate and schedule interviews of potential hires (Ongoing)
 - Attend recruitment fairs with projected vacancies and staffing adjustments to target select candidates (Ongoing)
 - Support the exploration of middle school redesign including evaluating proposed schedules, teams, staffing needs, and provide a cost analysis by June 30, 2017
 - Support the exploration of full day kindergarten including evaluating building space/utilization, staffing needs, and provide a cost analysis by December 31, 2017
 - In conjunction with the business office, develop and implement a “Standard of Care” funding model to staff based on building needs by June 30, 2018

- Create a plan to implement new strategies to attract and retain new substitute teachers. The plan will be presented to the Superintendent of Schools by November 30, 2017
- Complete an analysis and report out to the Superintendent of Schools and the Board of Education regarding a substitute pay increase and/or additional permanent substitutes by July 31, 2017

Long Term Indicators:

- Create a comprehensive Talent Acquisition and Onboarding Handbook/Plan that will guide Administration in the screening, interviewing and selecting of ideal candidates to service the educational, social, and emotional needs of our students. Some of the components to consider are, but not limited to:

Diversity	Retention	Hard-to-Fill Areas
Interview Panels	Recruitment	New Hire Orientation

The comprehensive Talent Acquisition and Onboarding Handbook/Plan will be completed by December 31, 2018.

Aligned to Board Goal: Goal 1 – All staff will possess the skills to lead, teach, assess and support students across all subgroups to engage in daily complex learning that leads to academic growth, achievement and future readiness for high school, college, career and beyond.

GOAL 4:

The Administrator shall maintain and encourage an open line of communication and transparency with Association leadership and work effectively to bargain fiscally responsible collective bargaining agreements.

Indicators:

- On behalf of the Superintendent of Schools and the Board of Education, the Associate Superintendent of Human Resources will lead negotiations to attempt not to exceed the BOE bargaining parameters with the:
 - Des Plaines Classified Support Personnel/Para-Educator Association to work towards completion of a tentative agreement prior to the expiration of the contract July 31, 2017. In the result of bargaining an impasse, assist in implementing the statutory process.
 - Des Plaines Education Association to work towards completion of a tentative agreement prior to the expiration of the contract August 21, 2018. In the result of bargaining an impasse, assist in implementing the statutory process.
 - Des Plaines Custodial-Maintenance Association to work towards completion of a tentative agreement prior to the expiration of the contract June 30, 2019. In the result of bargaining an impasse, assist in implementing the statutory process.

- Begin dialogue with Des Plaines Education Association around developing options for implementing structural changes to the compensation structure, including but not limited to, salary schedule and/or insurance benefits, well in advance of bargaining in 2018. This will be an advisory committee to develop options, but with no authority to implement them. Committee progress will be presented to the Superintendent of Schools and the Board of Education by December 31, 2017.

Aligned to Board Goal: Goal 3 – The district will efficiently and effectively manage financial resources to support the mission of the district.

Aligned to Board Goal 4 – Enhance communications and engagement amongst stakeholders: parents, students, staff and community to continue to build trust, relationships and confidence in the school district.