

SUPERINTENDENT'S CONTRACT
(July 1, 2020 through June 30, 2021)

THIS AGREEMENT is made by and between the Board of Education (the "Board") of Des Plaines Community Consolidated School District 62, Cook County, Illinois (the "School District") and Dr. Paul Hertel.

In consideration of the mutual promises herein contained, the Board and the Superintendent agree as follows:

1. **EMPLOYMENT.** Dr. Hertel is hereby employed as Superintendent of Schools of the School District (the "Superintendent") under this one-year contract for the period beginning July 1, 2020, and extending through June 30, 2021.

2. **DUTIES.** The duties of the Superintendent shall be those duties prescribed by the laws and regulations of the State of Illinois and by the policies, regulations and directions of the Board, all of the foregoing as may be amended or modified from time to time, and as are reasonably incidental to the position of Superintendent.

3. **EVALUATION.** Provided the Superintendent notifies the Board by October 1, 2020 of the Board's evaluation obligations, the Board shall thereafter, at such time as the business of the Board reasonably permits, meet with the Superintendent to review the Superintendent's performance, assess the working relationship of the Superintendent with the Board, the faculty, the staff, students and the community. The Board shall make a good faith effort to complete the process by March 1, 2021. The Board may terminate or non-renew this contract even if the evaluation requirements of this contract have not been satisfied.

4. **SALARY.** The Board, as compensation for the Superintendent's duties set forth in this contract, will pay the Superintendent an annual salary of, \$239,776.67 payable in equal installments in the same manner as the salaries of other certified central office administrators in

the School District are paid. The Superintendent's annual salary shall be reviewed by the Board and the Superintendent prior to the commencement of this contract to guarantee that the total TRS creditable earnings for the 2020-2021 contract year equal and not exceed a three percent (3%) increase from the previous contract year's total reported TRS creditable earnings. The Superintendent shall not be eligible for advances of compensation.

From the salary set forth herein, the Superintendent may elect that a portion of salary 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 Superintendent's annual compensation and shall not require an expenditure of funds by the Board above the amount paid to the Superintendent in the form of salary

5. **BENEFITS**

A. **TRS/T.H.I.S. Contributions.** In addition to the salary stated in paragraph 5 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) as required by Section 16-152.1 of the Illinois Pension Code and to the Teacher Health Insurance Security Fund (T.H.I.S.) at the contribution rates established by law as of the effective date of this contract for Tier I participants in TRS. 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.

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 not have the option of choosing to receive directly the amounts contributed to TRS by the Board on the Superintendent's behalf, nor any right or claim to the contributions to TRS except as such may subsequently become available pursuant to the provisions of the Pension Code and TRS rules and regulations.

However, if legislation is enacted that limits the Board's ability to perform its obligations under this paragraph, the Board shall pay the difference to the Superintendent as salary to the extent the Board's total cost for salary and pick up of the TRS and THIS contribution equals the Board's total cost before enactment of such legislation. The Board's and Superintendent's implementation herein shall be in implementation of this provision of this contract and shall not constitute or require an amendment to this contract.

B. Sick, Personal and Other Leave. The Superintendent shall be entitled to fifteen (15) days of sick leave annually, the unused number of which shall be cumulative without limit.

The Superintendent shall be granted up to three (3) personal business leave days. The Board President shall be advised in advance of all personal business leave taken by the Superintendent. Personal business leave days not used at the end of any contract year may not be accumulated as personal business leave, but shall be transferred to accumulated sick leave.

C. Disability. Should the Superintendent become physically or mentally disabled from performing any substantial duty permanently or for a period of ninety (90) calendar days, the Board shall pay the premium for a disability policy for the

Superintendent to compensate the Superintendent in conjunction with any related disability policy or benefit for at least sixty percent (60%) of his base salary under this Contract, up to a maximum monthly schedule of \$3,500.00, to take effect upon exhaustion of accumulated sick leave days and vacation days during any school year should the Superintendent be unable to perform the duties and obligations of this Contract, by reason of illness, accident or other cause beyond the Superintendent's control.

D. **Vacation.** The Superintendent shall receive twenty-five (25) working days of vacation at full pay, in addition to school holidays. The Superintendent may roll over a maximum of five (5) vacation days at the conclusion of the contract year and upon separation of employment, any and all accumulated vacation days shall be paid to the Superintendent at the Superintendent's per diem basis (1/260) after the Superintendent's final work day and after receipt of his final paycheck for regular earnings. Whenever the Superintendent intends to schedule five (5) or more consecutive days of vacation, he shall notify the Board President at least two (2) weeks before the date his vacation is scheduled to commence. Should this Contract be terminated for any reason or in any manner whatsoever, the Superintendent shall be paid for all earned and accumulated but unused vacation days at the rate of his then current salary after the effective date of his termination. Payment shall be made within thirty (30) days after the later of the Superintendent's last day of work or the Superintendent's last regular paycheck.

E. **Professional Development, Memberships, Expenses and Travel Benefits.** The Board will provide the Superintendent with professional development,

memberships, expense and travel benefits as approved by the Board President and provided for within Board Policy.

F. **Life Insurance.** The Board shall provide, at its cost, the Superintendent with term life insurance coverage in the amount of FIVE HUNDRED THOUSAND AND NO/100 (\$500,000.00) DOLLARS, provided the Superintendent meets the ordinary qualification requirements of the Board's insurer. At the Board's discretion, the insurance may be group term insurance generally provided to the Board's certified central office administrators.

G. **Health Insurance and Benefits.** The Superintendent shall be provided benefits on the same terms and conditions as other central office administrators including without limitation, family medical, dental, and vision insurance, and long-term disability coverage.

H. **Medical Examination.** The Superintendent shall produce evidence of his fitness for duty from his most recent physical examination by July 1, 2020. A certification as to the Superintendent's health, in a form satisfactory to the Board, shall be presented to the Board, filed separately from the Superintendent's personnel file, and treated as confidential information by the Board. The Superintendent shall further submit to, and furnish the Board with reports of, such health examinations as the Board may from time to time require at its expense. This contract is contingent on the initial health certification demonstrating the Superintendent's fitness, with reasonable accommodation to the extent required by law, to perform fully under this contract.

Such future health examination shall include tests deemed necessary by the doctor or required by the Board. The cost of such health examination shall be borne

by the Board up to a maximum amount of SEVEN HUNDRED AND NO/100 (\$700.00) DOLLARS or such greater amount as is necessary to meet the cost of the examination required by the Board.

I. **Electronic Work and Communications Equipment and Service.** The Board shall provide, and retain ownership of, a laptop or tablet computer and a “smart” mobile telephone with appropriate data and broadband access services to facilitate the Superintendent’s work and business communications in accordance with such benefits provided to the Board’s certified central office administrators. The Superintendent’s use of the laptop or tablet computer and the mobile telephone shall be subject to the Board’s electronic network policy, except that personal use of the computer and the mobile telephone are permitted.

6. **RESIGNATION/RETIREMENT AND EXTENSION OF CONTRACT.** The Administrator hereby resigns from employment in the District effective June 30, 2021. 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 the Superintendent’s performance is at or above the “proficient” level on his annual evaluation. Notwithstanding this paragraph, nothing prevents the Board and the Administrator from entering into a new contract at the end of this contract.

7. **403(b) CONTRIBUTION.** To incentivize/induce the Superintendent’s retirement upon the termination of this Agreement, the Board shall provide the Superintendent, in two lump-sum payments, two contributions to his designated 403(b) plan in the amount of \$30,000.00 each, which shall represent four years of a \$15,000.00 per year contribution to the cost of post-retirement health insurance for the Superintendent. The first \$30,000.00 payment

shall be made within 30 days of the effective date of the Superintendent's retirement; the second payment shall be made after January 1, 2022, but before February 1, 2022.

8. **LICENSE.** The Superintendent shall furnish to the Board, before beginning employment under this contract, a valid and appropriate license to act as Superintendent of Schools. Such license shall be maintained at all times during the term of this contract.

9. **OUTSIDE ACTIVITIES.** The Superintendent shall confine professional and employment activities to the business of the School District, except as provided in this paragraph 8 or as otherwise approved by the Board. On an occasional, short-term basis approved by the Board's President, the Superintendent shall be permitted to undertake writing, teaching and speaking engagements. Any consulting work undertaken by the Superintendent for compensation must be accomplished on the Superintendent's vacation days, holidays or other non-duty days. The Board's President shall be notified of the nature of the consulting activities, which shall not interfere with the performance of the Superintendent's duties.

10. **AUTOMOBILE ALLOWANCE.** The Board shall provide the Superintendent with a monthly automobile allowance of Five Hundred Dollars (\$500.00) for costs associated with maintaining, insuring and paying the expenses of operation of his personal automobile (e.g., fuel, oil, etc.) for use in the performance of his official duties as Superintendent during his employment under this Contract. The Board shall reimburse the Superintendent for automobile and other transportation expenses incurred in the performance of his duties for travel outside of the Chicago metropolitan area on the same basis as for other administrative personnel and within the constraints established by the annual budget of the Board.

11. **BACKGROUND INVESTIGATION.** This contract is contingent on completion of a background investigation, to be completed by June 30, 2020 and, thereafter,

from time to time as designated by the Board of the background investigation required of all public school employees by Section 10-21.9 of the School Code of Illinois and of any other background investigation required by law, such as a DCFS, or equivalent, pending investigation or indicated finding check. If the investigation discloses information which would prohibit employment or call into question the Superintendent's fitness to serve the School District as the role model required by Section 27-12 of the School Code, the Board may, in its sole discretion, terminate this contract on ten (10) days' written notice to the Superintendent.

12. **TERMINATION**

A. **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 Superintendent written notice of such intention, together with a statement of the reasons for termination. Within five (5) days after receipt of such notice, the Superintendent may request in writing a hearing before the Board, which shall be in closed session. If no hearing is timely requested, the termination shall become effective on the date specified in the Board's notice. Pending any hearing requested by the Superintendent, the Board may suspend the Superintendent with or without pay. At the conclusion of any hearing, the Board shall determine whether to terminate this contract and the Superintendent's employment.

B. **Non-Renewal Without Cause at the End of the Term of the Contract.** In the event the Board or the Superintendent decides not to renew this contract at the end of its term, notice of such intention and an opportunity for a closed session hearing shall be given by April 1 of the last year of this contract in accordance with Section 10-21.4 of the Illinois School Code. The Superintendent shall notify the Board of its obligations in

regard to non-renewal by March 1, and the Board shall give notice of intention not to renew this contract by April 1. If the Superintendent timely gives notice of the Board's obligations and the Board then fails to give the Superintendent timely notice in accordance with this paragraph, this contract shall be automatically extended for one additional year as provided in Section 10-21.4.

C. **Unilateral Termination by Board of Education.** The Board may, at its option, and by a minimum of ninety (90) days' notice to the Superintendent, unilaterally terminate this contract during its term without cause effective no earlier than the February 1, 2021. In the event of such termination, the Board shall pay to the Superintendent, as severance pay, the aggregate salary the Superintendent would have earned under paragraph 5 of this contract from the actual date of termination to the termination date set forth in this contract, not to exceed one year's salary, at the then-current salary rate. Additionally, the Board shall provide and pay for health insurance as provided herein for the Superintendent and eligible dependents, through COBRA, from the actual date of termination to the termination date set forth in this contract or, if earlier, the Superintendent obtaining employment through which health insurance coverage is available and to which the employer makes a contribution toward the premium cost.

D. **Unilateral Termination by the Superintendent.** The Superintendent may, at the Superintendent's option, and by a minimum of ninety (90) days' notice to the Board, unilaterally terminate this contract during its term. In the event of unilateral termination with at least one-hundred-eighty (180) days' notice to the Board and an effective date at the end of the school year the Superintendent shall pay to the Board FIFTEEN THOUSAND AND NO/100 (\$15,000.00) DOLLARS. Which relates to some

of the aggregate costs to the Board of the search to obtain the Superintendent's successor and any interim replacement. The payment of liquidated damages by the Superintendent under this paragraph shall be the Board's exclusive remedy for any claims of breach of this contract due to the Superintendent's unilateral termination. However, this paragraph does not apply in the event that the parties mutually agree to end this contract or to termination for disability which qualifies the Superintendent for disability benefits from TRS.

13. MISCELLANEOUS

A. **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 their 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
Des Plaines Community Consolidated School District 62
777 E. Algonquin Road
Des Plaines, IL 60016

With a copy to:

President, Board of Education
Des Plaines Community Consolidated School District 62
[at his or her last known home address]

If to the Superintendent:

Dr. Paul Hertel
[at his last known home address]

With a copy to:

Dr. Paul Hertel
[at his last known home address]

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

C. 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.

D. 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.

E. 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.

F. 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 Superintendent.

G. 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.

BOARD OF EDUCATION
DES PLAINES COMMUNITY
CONSOLIDATED SHOOOL
DISTRICT 62
Cook County, Illinois

SUPERINTENDENT

By: Stephane Duchon
President

Paul Hertel
Dr. Paul Hertel

Attest: Margaret Goodchild
Secretary

Dated: 9/5/18

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