

**PERFORMANCE BASED SUPERINTENDENT'S CONTRACT**  
**(July 1, 2020 through June 30, 2022)**

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.** In accordance with the provisions of Section 1023.8 of the School Code of Illinois (105 ILCS 5/10-23.8), Dr. Hertel is hereby employed as Superintendent of Schools of the School District (the "Superintendent") under this multi-year performance-based contract for the period beginning July 1, 2020, and extending through June 30, 2022. The contract year under this contract for the Superintendent is July 1 through the immediately following June 30.

This is a performance-based contract, the goals of which are set forth in the attached Exhibit A. By no later than June 15, 2020, the Superintendent will prepare, for review and approval by the Board, refined and/or additional goals and a program for achievement of the goals within a recommended period of time. The goals relate to, and are designed to enhance achievement of, the performance indicators established by the Board for the School District. The program for achievement of the goals will also refine and identify in greater detail the indicators of student performance and academic improvement for assessment purposes. Each contract year, the Board shall, as part of the annual evaluation of the Superintendent's performance, determine the degree of progress made by the Superintendent toward achievement of the goals and the School District's progress toward achievement of the performance indicators. If the Board determines, as part of its annual evaluation of the Superintendent, that the goals have been achieved and student academic performance improved, the Board may, in its sole discretion, consider and approve an extension or rollover of this contract, although nothing prevents the Board and the Superintendent from entering into a new contract or terminating this contract, at the end of the term of this contract.

The Board and the Superintendent recognize that achievement of the goals and improvement of student academic performance are dependent on continued Board support of the goals and performance indicators and the provision of adequate financial support within available resources. The Board and the Superintendent also recognize that circumstances beyond the control of the Board and/or the Superintendent may prevent attainment, or require modification, of any of the goals and the performance indicators. In such circumstances, or where the Board is unwilling or unable to support the goals or the performance indicators, either financially or in principle, or where the Board determines it to be in the best interests of the School District, the Board, in consultation with the Superintendent, may modify or delete any of the goals and performance indicators as appropriate. The Board's and Superintendent's decision to add or revise performance goals shall be in implementation of this provision of this contract and shall not constitute or require an amendment to this contract.

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 during the month of January of each contract year 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, including the progress toward achievement of the performance goals as provided in paragraph 1 of this contract, 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 begin the evaluation process by May 1 each contract year and complete the process by June 30 of the same contract year; provided, however, in the last year of this contract, the Superintendent shall notify the Board by October 1 and the Board shall complete the process by March 1.

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 \$242,104.60 for the 2020-2021 school year and \$251,788.78 for the 2021-2022 school year, 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 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 16152.1 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 per contract year. 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 each contract year at full pay, in addition to school and legal holidays, and the week between December 25 and January 1. The Superintendent may roll over a maximum of five (5) vacation days at the conclusion of each 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 rate (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 his then current rate of 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, 2022. 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 1 above have been met in accordance with Section 10-23.8 of the School Code and the annual evaluation required by paragraph 3 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.

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 \$37,500 each, which shall represent five years of a \$15,000.00 per year contribution to the cost of post-retirement health insurance for the Superintendent. The first \$37,500 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. If the Board's ability to make the required 403(b) contributions, or any portion thereof, is limited for any reason, the Board shall provide the Superintendent with cash payments equal to such amounts that were unable to be contributed to the Superintendent's 403(b) plan in accordance with the deadlines in this paragraph.

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. **TENURE.** By accepting this contract, the Superintendent waives any rights to acquire tenure in the School District under Sections 2411 through 2416 of the Illinois School Code, as may be amended from time to time.

11. **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 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.

12. **BACKGROUND INVESTIGATION.** This contract is contingent on completion of a background investigation, to be completed by July 1, 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.

13. **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 1021.4 of

the Illinois School Code; however, if the Superintendent notifies the Board in writing by no later than December 15 of the last year of this contract of the Board's obligations under Section 1021.4, then the date in the last year of this contract by which the Board shall give the Superintendent notice of such intention shall be February 15. Otherwise, the Superintendent shall notify the Board of its obligations by March 1, and the Board shall give notice of intention not to renew this contract by April 1, of the last year of this contract. 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 1021.4.

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 close of the second contract year. 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 4 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.

14. **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: Ronald W. [Signature]  
President

[Signature]  
Dr. Paul Hertel

Attest: Margaret Goodchild  
Secretary

Dated: 6/15/20

Dated: 6/8/20





Community Consolidated School District 62  
Superintendent Goals for 2020-2022  
**Dr. Paul E. Hertel**

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**Goal 1: Student Growth and Achievement**

The Superintendent will provide leadership for the District to engage all students in learning that leads to academic growth, achievement, and readiness for high school, college, career, and life.

**Goal 2: Learning Environment**

The Superintendent will provide leadership for the District to provide personal support to each student to develop the skills and confidence to be self-sufficient learners.

**Goal 3: Work Environment**

The Superintendent will provide leadership for the District to support each staff member to develop the skills and confidence to be innovative, exemplary, and visionary leaders of the district and their profession.

**Goal 4: Family and Community Connections**

The Superintendent will engage families and the community as partners to support student success.

**Goal 5: Resources**

The Superintendent will provide leadership for the District to effectively, efficiently, and equitably manage the district's facilities and financial resources.