

SUPERINTENDENT'S CONTRACT

THIS CONTRACT is made this 7th day of October 2013, by and between the BOARD OF EDUCATION OF HINSDALE TOWNSHIP HIGH SCHOOL DISTRICT NO. 86, DUPAGE COUNTY, ILLINOIS (the "BOARD"), and DR. BRUCE LAW ("SUPERINTENDENT"), and has been approved by a motion passed at the meeting of the BOARD held on October 7, 2013.

IT IS AGREED:

1. **EMPLOYMENT** - The SUPERINTENDENT is hereby hired and retained from the date of final execution of this Contract by the parties through and including June 30, 2016, and, as it may be later agreed to by the parties, thereafter, as Superintendent of Schools and Chief Executive Officer of Hinsdale Township High School District No. 86.

2. **DUTIES** - The duties and responsibilities of the SUPERINTENDENT shall be those incidental to the office of the Superintendent of Schools, those set forth in the job description (or, those duties contained in Board Policy, as adopted, and which may be amended from time to time), the attainment of the student performance and academic improvement goals set forth in this Contract, those obligations imposed by the laws of the State of Illinois upon the SUPERINTENDENT, and to perform other professional duties customarily performed by a Superintendent of Schools as from time to time may be assigned to the SUPERINTENDENT by the BOARD. The SUPERINTENDENT shall have charge of the administration of the School District under the policies of the BOARD. He shall direct and assign, place and transfer all employees, and shall organize and administer the affairs of the School District as best serves the School District consistent with Board policy. He shall from time to time suggest policies and procedures deemed necessary for the well-ordering of the School District. He shall keep student education at the forefront of decision-making while at the same time remaining cognizant of the expenditure of public funds. The BOARD reserves the right to reassign the SUPERINTENDENT to different TRS certified duties from time to time during the term of this Contract, without a loss of term of contract or pay.

3. **STUDENT PERFORMANCE AND ACADEMIC IMPROVEMENT** - This Contract is a performance-based contract. The SUPERINTENDENT shall address and fulfill student performance and academic improvement goals for the 2013-2014 school year which are attached to this Contract as Exhibit 1. Once the student performance and academic improvement goals have been attained, this Contract may be extended. For each succeeding school year, new student performance and academic improvement goals will be cooperatively developed, and will be appended to this Contract and incorporated herein not later than September 1 of each subsequent year.

4. **SALARY** - In consideration of the annual salary of ONE HUNDRED NINETY-FIVE THOUSAND DOLLARS (\$195,000.00) for the 2013-2014 contract year, the SUPERINTENDENT agrees to devote such time, skill, labor and attention to his employment, during the term of this Contract, in order to faithfully perform the duties of Superintendent of Schools.

Salary shall be paid in equal installments in accordance with the BOARD policy governing payment of salary to other certificated members of the professional staff, less such amounts as provided for in this Contract, and other amounts required by law. The BOARD retains the right to adjust the annual compensation, salary, and/or fringe benefits of the SUPERINTENDENT during the term of this Contract, and thereafter, provided that any compensation, salary, and/or fringe benefits adjustment(s) shall not be lower than the annual compensation, salary, and fringe benefits paid by the BOARD as provided in the preceding contract year.

Any adjustment in compensation, salary and fringe benefits made during the life of this Contract shall be or presently is in the form of an amendment and shall become a part of this Contract; provided, however, that it shall not be considered that the BOARD has entered into a new Contract with the SUPERINTENDENT nor that the termination date of this Contract has been in any way extended. The BOARD and the SUPERINTENDENT, however, may enter into subsequent agreements or extensions of this Contract for additional periods of time, if all of the student performance and academic improvement goals set forth in this Contract have been met, both parties should agree, and said agreement is reduced to writing.

5. **EVALUATION** - The BOARD and SUPERINTENDENT agree that there shall be an annual evaluation of the SUPERINTENDENT'S performance under this Contract not later than May 1 of each calendar year of the Contract. However, in the final contract year, the SUPERINTENDENT shall be evaluated by the BOARD no later than February 1st. Notice of intent not to renew this contract shall be given to the SUPERINTENDENT by the BOARD by March 1st in the final contract year. Said notice shall be in writing and state the specific reason for non-renewal. The evaluation shall consider, but not be limited to, an examination of the establishment of and progress toward educational goals, including attainment of the student performance and academic improvement goals set forth in this Contract, administration of personnel, and working relationships among the SUPERINTENDENT, the BOARD, the faculty, the staff and the community, and shall consider the SUPERINTENDENT'S salary for the next year of the Contract. The BOARD may also choose to annually perform a "360" evaluation of the SUPERINTENDENT. A written summary of the annual evaluation shall be prepared by the BOARD, or its designee, and given to the SUPERINTENDENT. The parties may elect to meet and confer on the evaluation prior to the preparation of the written summary. Failure by the BOARD to complete an evaluation does not preclude the SUPERINTENDENT'S nonrenewal of this Contract.

6. **CERTIFICATE** - The SUPERINTENDENT shall furnish to the BOARD, during the term of this Contract, a valid, appropriate, and properly registered certificate to act as Superintendent of Schools, in accordance with the laws of the State of Illinois and as directed by the BOARD.

7. **DISABILITY** - Should the SUPERINTENDENT be incapable of performing his duties and obligations under this Contract by reason of illness, accident, or other cause beyond the SUPERINTENDENT'S control, and that disability is continuous for a period of time of more than thirty (30) days after the exhaustion of accumulated sick leave and vacation days during any school year, the BOARD, in its discretion, may make a proportionate deduction from the salary stipulated in no less than full work week increments. If such disability continues for 180 days, or if such disability is permanent, irreparable, or of such nature as to make the performance of the SUPERINTENDENT'S duties impossible, the BOARD, at its option, may terminate this Contract, whereupon the respective duties, rights and obligations of the parties shall terminate. Prior to termination for disability, the SUPERINTENDENT may request a hearing in closed session before the BOARD.

8. **TERMINATION OF CONTRACT** - This Contract may be terminated prior to its expiration date by:

- A. Mutual agreement of the parties.
- B. Retirement.
- C. Resignation, provided, however, the SUPERINTENDENT gives the BOARD at least four (4) months written notice of the proposed resignation.
- D. Discharge for cause. "For cause" shall mean any conduct, act, or failure to act by the SUPERINTENDENT which is detrimental to the operations of the School District as determined by the BOARD. Reasons for discharge for cause shall be given in writing to the SUPERINTENDENT, who shall be entitled to notice and a hearing before the BOARD to discuss those reasons. If the SUPERINTENDENT chooses to be accompanied by legal counsel, he shall bear any costs therein involved. The BOARD hearing shall be conducted in closed session. The BOARD will not arbitrarily or capriciously dismiss the SUPERINTENDENT.
- E. Failure to comply with the terms and conditions of this Contract after notification and a reasonable opportunity to correct, where appropriate.

Nothing shall prohibit the BOARD from suspending the SUPERINTENDENT without pay pending completion of the requirements of this section. After the effective date of dismissal the SUPERINTENDENT shall not be entitled to further payments of compensation of any kind under this Contract, except that the SUPERINTENDENT shall be entitled to any vested benefits payable under the terms and provisions of the Illinois Teachers' Retirement System and the Illinois Wage Payment and Collection Act.

9. **PROFESSIONAL ACTIVITIES** - The SUPERINTENDENT shall be encouraged to attend appropriate professional meetings and continuing education at the local, state and national levels. Within budget constraints, as approved by the BOARD, the costs of attendance shall be paid by the BOARD. With prior BOARD approval, the SUPERINTENDENT may be allowed to attend one (1) national conference each year, with the costs of attendance paid by the BOARD.

10. **VACATION, PERSONAL AND SICK LEAVE** - The SUPERINTENDENT shall receive twenty (20) work days of vacation annually, exclusive of weekends and legal holidays as defined in Section 24.2 of the *Illinois School Code*. Each contract year, the Superintendent may exchange a maximum of five (5) unused vacation days for payment at the Superintendent's then current per diem in lieu of using said days, as well as up to five (5) unused vacation days may be carried over for use during the next contract year. Any such carried over and/or uncompensated vacation days remaining at the end of that year shall be forfeited. . The SUPERINTENDENT must give written notice to the BOARD of his intention to exercise this option no later than May 15th of any year and receive BOARD approval to execute this option.

The SUPERINTENDENT shall be entitled to sick leave and personal leave annually based upon the amount of such leave provided to District administrators. Unused sick leave may accumulate up to 340 days.

The use of any sick or vacation time must be pre-approved by the Board President whenever possible. The Board President will be notified of the use of sick leave as soon as practicable by phone or electronically.

11. **HOSPITALIZATION/MAJOR MEDICAL INSURANCE** - The BOARD shall provide hospitalization and major medical insurance for the SUPERINTENDENT and the dependent members (as defined by the contract of insurance then in effect) of his immediate family during the term of this Contract, in accordance with the basic insurance coverage provided to certificated members of the administrative staff. Beginning with the 2013-2014 contract year and thereafter, it is the policy of the BOARD that all District certified staff will contribute the same premium contribution. Accordingly, the SUPERINTENDENT shall be responsible for a premium contribution equal to that paid by members of the District teaching staff.

12. **OTHER INSURANCE** – The SUPERINTENDENT will be provided with term life insurance coverage under the terms of the group term life insurance plan provided to other certificated administrators. The SUPERINTENDENT will be eligible to participate in the District's dental insurance plan pursuant to the same terms and conditions provided to certificated members of the professional staff. The SUPERINTENDENT shall be responsible for a premium contribution equal to that paid by members of the District teaching staff.

13. **TRANSPORTATION EXPENSE** - As a condition of employment, the SUPERINTENDENT is required to operate a personally owned automobile or other vehicle for business purposes. The SUPERINTENDENT will bear all costs associated with the purchase,

upkeep and maintenance of said vehicle. As the SUPERINTENDENT will be required to travel between campuses and make other business related trips including, but not limited to, meetings with School District representatives, attorneys, auditors, parents and constituents, it is recognized that the SUPERINTENDENT will incur certain expenses of a business nature for the use of said vehicle. Therefore, the BOARD will reimburse the SUPERINTENDENT at the IRS rate mileage rate for the business use of said vehicle for travel outside of the school district boundaries. Monthly, the SUPERINTENDENT will submit to the Business office appropriate substantiation of all business expenses incurred. To the extent that this allowance is unsubstantiated, it will be included in the SUPERINTENDENT'S taxable income. In the event the SUPERINTENDENT chooses to use a District-owned vehicle for all travel noted above, he shall not be paid the noted IRS reimbursement amount or any other form or amount of compensation or reimbursement for such travel. If a less expensive mode of travel is available, the SUPERINTENDENT will elect such mode.

14. **BUSINESS EXPENSES** - It is anticipated and agreed that the SUPERINTENDENT shall be required to incur certain personal expenses for the official business of the BOARD, including dues to professional organizations. As such, the BOARD agrees to reimburse the SUPERINTENDENT for any such expenses incurred by him on behalf of the BOARD, subject, however, to the SUPERINTENDENT'S substantiation and the BOARD'S approval of such expenses. The BOARD will pay membership dues on the SUPERINTENDENT'S behalf for three (3) professional organizations related to his employment, one of which shall be the Illinois Association of School Administrators. The SUPERINTENDENT is also encouraged to participate in local civic and fraternal organizations in the interest of promoting a better understanding of the District and its concerns.

15. **WAIVER OF TENURE** - By accepting the terms of this Contract, the SUPERINTENDENT waives all rights of tenure granted under the *Illinois School Code* during the term of this Contract.

16. **NOTICE** - Any notice or communication permitted or required under this Contract shall be in writing and shall become effective on the day of mailing thereof by first class mail, registered mail, or certified mail, postage prepaid, addressed:

If to the BOARD, to:

BOARD OF EDUCATION
Hinsdale Township High School District 86
5500 S. Grant Street
Hinsdale, Illinois 60521

If to the SUPERINTENDENT, to:

Dr. Bruce Law

(or at the last address of the SUPERINTENDENT contained in official Business Office records of the BOARD).

17. **TEACHERS' RETIREMENT SYSTEM CONTRIBUTION** – From the gross salary paid to the SUPERINTENDENT by the BOARD as expressed in Section 4 of this Contract, the BOARD shall pick up and pay on the SUPERINTENDENT'S behalf, the SUPERINTENDENT'S entire contribution to the Illinois Teachers' Retirement System pursuant to Sections 16-152 and 16-152.1 of the *Illinois Pension Code*.

18. **OTHER BENEFITS AND LEAVE** - The SUPERINTENDENT will be allowed such other non-TRS creditable privileges, leaves (excluding spring, summer and winter recess or break periods), and fringe benefits, including tuition reimbursement, not specifically enumerated as are extended to other certificated personnel, except as otherwise set forth herein.

19. **BACKGROUND INVESTIGATION** - The BOARD is prohibited from knowingly employing a person who has been convicted of committing or attempting to commit certain criminal offenses. If the required fingerprint-based criminal background investigation is not completed at the time this Contract is signed, and the subsequent investigation report reveals that there has been a prohibited conviction, this Contract shall immediately become null and void.

20. **PROFESSIONAL DEVELOPMENT** – As a condition of his employment, the SUPERINTENDENT will participate in the mentoring program offered by the Illinois Association of School Administrators. The costs of such participation will be paid by the BOARD.

21. **OTHER WORK/NO MOONLIGHTING** – During the term of this Agreement, the SUPERINTENDENT may not undertake consultation work, speaking engagements, writing, teaching a college or university course, lecturing, or other professional duties and obligations to which he receives an honorarium. All other speaking engagements and/or other professional obligations not otherwise for honorarium are permissive upon notification to the Board.

22. **MISCELLANEOUS**

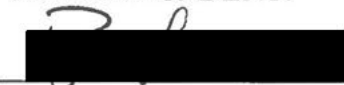
- A. This Contract has been executed in Illinois, and shall be governed in accordance with the laws of the State of Illinois in every respect.
- B. Section headings and numbers have been inserted for convenience of reference only, and if there shall be any conflict between such headings or numbers and 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. This Contract contains all the terms 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.

- E. This Contract shall be binding upon and inure to the benefit of the SUPERINTENDENT, his successors, assigns, heirs, executors, and personal representatives, and shall be binding upon, and inure to the benefit of the BOARD, its successors and assigns.
- F. Both parties have had the opportunity to seek the advice of counsel prior to entering into this Contract.
- G. Except as may otherwise be provided, no subsequent alteration, amendment, change, or addition to this Contract shall be binding upon the parties unless reduced to writing and duly authorized and signed by each of them.
- H. The BOARD retains the right to repeal, change or modify any policies or regulations which it has adopted or may hereafter adopt, subject however, to restrictions contained in the *Illinois School Code* and other applicable law.
- I. If any section, provision, paragraph, phrase, clause or word contained herein is held to be void, invalid or contrary to law by a court of competent jurisdiction, it shall be deemed removed herefrom, and the remainder of this Contract shall continue to have its intended full force and effect.
- J. No modifications of this Contract shall be binding on the parties unless in writing and duly approved and signed by each party or as otherwise provided in this Contract.
- K. This Contract shall become effective, and be deemed dated, as of the execution of this Contract, as set forth below.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed in their respective names and in the case of the BOARD, by its President and Secretary, on the day and year first above written.

SUPERINTENDENT:



BOARD OF EDUCATION,
HINSDALE TOWNSHIP HIGH
SCHOOL DISTRICT NO. 86,
DUPAGE COUNTY, ILLINOIS

By:



President

ATTEST:

[REDACTED]

Secretary

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EXHIBIT 1
SUPERINTENDENT'S GOALS AND INDICATORS
2013-2014

Goal 1. The Superintendent will provide the leadership to improve test scores for all students.

Indicators. The Superintendent will provide the Board:

- a) A report, prior to January 1, 2014, on the 2012-2013 student achievement test scores by relevant grade level.
- b) A report, prior to May 1, 2014, of the activities of the District focused on improving the performance of all relevant students on such achievement tests.

Goal 2. The Superintendent will provide the leadership to provide equivalent educational opportunities to all students of the District.

Indicators. The Superintendent will provide the Board:

- a) An assessment by February 1, 2014, of the differences in curriculum and course offerings between the two District high schools.
- b) A series of recommendations by May 1, 2014 to align the District curriculum across both buildings in order to provide equivalent course offerings based upon student interests and needs.

Goal 3. The Superintendent will provide the leadership to improve the performance and efficiency of the District Business Office and Human Resources Office.

Indicator. The Superintendent will provide to the Board:

- a) A series of recommendations, prior to December 1, 2013 to change the organizational structures for the Business and Human Resources Offices, including, but not limited to, staffing levels required, lines of authority, articulation of required functions to be performed, office budgets, and system to measure and report office productivity and cost effectiveness.

Goal 4. The Superintendent will provide the leadership to improve the financial health of the District.

Indicators. The Superintendent will provide the Board:

- a) A balanced budget for the start of the 2014-15 school year.
- b) Recommendations to reduce expenditures in order to achieve such balanced budget.

Goal 5. The Superintendent will provide the leadership to increase public “transparency” in the operation of the District.

Indicators. The Superintendent will provide the Board:

- a) A set of recommendations to increase public “transparency” in District operations.
- b) Such recommendations will be made no later than March 1, 2014, after reviewing and considering the suggestions of the Illinois Policy Institute.

HINSDALE TOWNSHIP HIGH SCHOOL DISTRICT 86
Hinsdale, Illinois

#14.12

RESOLUTION TO APPROVE THE
2014-15 COMPENSATION OF SUPERINTENDENT
DR. BRUCE LAW

WHEREAS, Dr. Bruce Law ("Dr. Law") is employed by the Board of Education ("The Board") as Superintendent pursuant to a Contract ("the Contract") dated October 7, 2013; and

WHEREAS, the term of the Contract is October 7, 2013 through and including June 30, 2016; and

WHEREAS, the Board has retained the right pursuant to the Contract to adjust the annual compensation, salary and fringe benefits paid to Dr. Law by Amendment which shall become a part of the Contract without extending the Contract or entering into a new Contract;

NOW, THEREFORE, be it resolved by the Board of Education of Hinsdale Township High School District Number 86, DuPage and Cook Counties, Illinois, as follows:

Section 1. The preambles to this resolution are true and correct, and are incorporated herein by this reference.

Section 2. The Board does hereby approve the Amendment attached to this resolution as Exhibit "A" providing a matching contribution of up to four thousand and no/100's dollars (\$4,000.00) to Dr. Law's retirement plan for the contract year ending June 30, 2015.

Section 3. The Board Secretary shall cause the total 2014-15 compensation package for Dr. Law to be posted on the Board's website under the Human Resources Department subheading PA 97-0609 IMRF – Disclosure – Total Comp 2014-15 in accordance with 5 ILCS 120/7.3 (PA 97-0609).

Section 4. The Amendment attached to this resolution as Exhibit "A" shall be effective immediately.

Section 5. This resolution shall be in full force and effect upon its adoption.

Member Casini moved and Member Corcoran seconded

the motion that said Resolution as presented and read by title be adopted.

After a full and complete discussion thereof, the President directed the Secretary to call the roll for a vote upon the motion to adopt said Resolution.

Upon the roll being called, the following members voted AYE: Skoda, Casini,
Corcoran, Gallo, Planson


The following members voted NAY: Manley


The following members were ~~ABSENT~~: Abstain: Kuhn

Whereupon the President declared the motion carried and said Resolution adopted, and in open meeting approved and signed said Resolution and directed the Secretary to record the same in full in the records of the Board of Education of Hinsdale Township High School District Number 86, DuPage and Cook Counties, Illinois, which was done.

Other business not pertinent to the adoption of said Resolution was duly transacted at said meeting.

Upon motion duly made, seconded and carried, the meeting was adjourned this 12th day of January, 2015.


By: _____
President, Board of Education


Attest: _____
Secretary, Board of Education

STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

CERTIFICATION OF MINUTES AND RESOLUTION

I, the undersigned, do hereby certify that I am the duly qualified and acting Secretary of the Board of Education of Hinsdale Township High School District Number 86, DuPage and Cook Counties, Illinois (the "Board"), and that as such official I am the keeper of the records and files of the Board.

I do further certify that the foregoing constitutes a full, true and complete transcript of the minutes of the meeting of the Board held on the 12th day of January, 2015, insofar as same relates to the adoption of a resolution entitled:

**RESOLUTION TO APPROVE THE
2014-15 COMPENSATION OF SUPERINTENDENT
DR. BRUCE LAW**

a true, correct and complete copy of which said resolution as adopted at said meeting appears in the foregoing transcript of the minutes of said meeting.

I do further certify that the deliberations of the Board on the adoption of said resolution were conducted openly, that the vote on the adoption of said resolution was taken openly, that said meeting was held at a specified time and place convenient to the public, that an agenda for said meeting was posted at the location where said meeting was held and at the principal office of the Board at least 48 hours in advance of the holding of said meeting, that said agenda contained a separate specific item concerning the proposed adoption of said resolution, that said meeting was called and held in strict compliance with the provisions of the *Open Meetings Act* of the State of Illinois, as amended, and with the provisions of the *School Code* of the State of Illinois, as amended, and that the Board has complied with all of the provisions of said Act and said Code and with all of the procedural rules of the Board in the conduct of said meeting and in the adoption of said resolution.

IN WITNESS WHEREOF, I hereunto affix my official signature, this 12th day of January, 2015.



Secretary, Board of Education

EXHIBIT "A"

Hinsdale Township High School District Number 86 Amendment to Compensation – Dr. Law's Contract

This Amendment to Compensation is made and entered into this 12th day of January, 2015, by and between the Board of Education of Hinsdale Township High School District Number 86, DuPage and Cook Counties, Illinois (the "Board"), and Dr. Bruce Law (the "Superintendent").

A. The parties agree to adjust the compensation payable by the Board to the Superintendent under paragraph 4. of the Superintendent's Contract dated October 7, 2013, as follows:

4. **SALARY** – In consideration of the annual salary of ONE HUNDRED NINETY-FIVE THOUSAND DOLLARS (\$195,000.00) for the 2013-2014 contract year and a matching Board contribution of up to FOUR THOUSAND AND NO/100's DOLLARS (\$4,000.00) to Dr. Law's retirement plan for the 2014-2015 contract year, the SUPERINTENDENT agrees to devote such time, skill, labor and attention to his employment, during the term of this Contract, in order to faithfully perform the duties of Superintendent of Schools.

Salary shall be paid in equal installments in accordance with the BOARD policy governing payment of salary to other certificated members of the professional staff, less such amounts as provided for in this Contract, and other amounts required by law. The BOARD retains the right to adjust the annual compensation, salary, and/or fringe benefits of the SUPERINTENDENT during the term of this Contract, and thereafter, provided that any compensation, salary, and/or fringe benefits adjustment(s) shall not be lower than the annual compensation, salary, and fringe benefits paid by the BOARD as provided in the preceding contract year.

Any adjustment in compensation, salary and fringe benefits made during the life of this Contract shall be or presently is in the form of an amendment and shall become a part of this Contract; provided, however, that it shall not be considered that the BOARD has entered into a new Contract with the SUPERINTENDENT nor that the termination date of this Contract has been in any way extended. The BOARD and the SUPERINTENDENT, however, may enter into subsequent agreements or extensions of this Contract for additional periods of time, if all of the student performance and academic improvement goals set forth in this Contract have been met, both parties should agree, and said agreement is reduced to writing.

B. Consistent with the terms of paragraph 4. of Dr. Law's October 7, 2013, Contract, this adjustment to compensation shall become a part of the October 7, 2013 Contract but shall not be considered a new contract nor an extension of the October 7, 2013 Contract.

C. All of the remaining terms and provisions of Dr. Law's October 7, 2013 Contract not affected by this Amendment shall remain in full forces and effect.


IN WITNESS WHEREOF, the Board has caused this Amendment to be signed by its duly authorized President and Secretary on this 12th day of January, 2015.


SUPERINTENDENT:



Dr. Bruce Law

BOARD OF EDUCATION OF HINSDALE
TOWNSHIP HIGH SCHOOL DISTRICT
NUMBER 86 DUPAGE AND COOK
COUNTIES, ILLINOIS


By: _____
President, Board of Education

Attest: 
Secretary, Board of Education

SUPERINTENDENT'S CONTRACT

THIS CONTRACT is made this 16th day of November, 2015, by and between the BOARD OF EDUCATION OF HINSDALE TOWNSHIP HIGH SCHOOL DISTRICT NO. 86, DUPAGE COUNTY, ILLINOIS (the "BOARD"), and DR. BRUCE LAW ("SUPERINTENDENT"), and has been approved by a motion passed at the meeting of the BOARD held on November 16, 2015.

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:

1. **EMPLOYMENT** - The SUPERINTENDENT is hereby hired and retained from July 1, 2015 through and including June 30, 2019, and, as it may be later agreed to by the parties, thereafter, as Superintendent of Schools and Chief Executive Officer of Hinsdale Township High School District No. 86.

2. **DUTIES** - The duties and responsibilities of the SUPERINTENDENT shall be those incidental to the office of the Superintendent of Schools, those set forth in the job description (or, those duties contained in Board Policy, as adopted, and which may be amended from time to time), the attainment of the student performance and academic improvement goals set forth in this Contract, those obligations imposed by the laws of the State of Illinois upon the SUPERINTENDENT, and to perform other professional duties customarily performed by a Superintendent of Schools as from time to time may be assigned to the SUPERINTENDENT by the BOARD. The SUPERINTENDENT shall have charge of the administration of the School District under the policies of the BOARD. He shall direct and assign, place and transfer all employees, and shall organize and administer the affairs of the School District as best serves the School District consistent with Board policy. He shall from time to time suggest policies and procedures deemed necessary for the well-ordering of the School District. He shall keep student education at the forefront of decision-making while at the same time remaining cognizant of the expenditure of public funds. The BOARD reserves the right to reassign the SUPERINTENDENT to different TRS certified duties from time to time during the term of this Contract, without a loss of term of contract or pay.

3. **STUDENT PERFORMANCE AND ACADEMIC IMPROVEMENT** - This Contract is a performance-based contract. The SUPERINTENDENT shall address and fulfill student performance and academic improvement goals which are attached to this Contract as Exhibit 1. Once the student performance and academic improvement goals have been attained, this Contract may be

extended. For each succeeding school year, new student performance and academic improvement goals will be cooperatively developed, and will be appended to this Contract and incorporated herein not later than September 1 of each subsequent year.

4. **SALARY** – In consideration of an annual salary determined as follows, the SUPERINTENDENT agrees to devote such time, skill, labor and attention to his employment, during the term of this Contract, in order to faithfully perform the duties of Superintendent of Schools:

2015-16 Contract year – ONE HUNDRED AND NINETY-FIVE THOUSAND DOLLARS (\$195,000.00) increased by the percentage increase in CPI (base salary) and a monetary bonus which increase taken in the aggregate (CPI increase plus base) shall not exceed \$5,000.

2016-17 Contract year – prior contract year’s base salary (not including monetary bonus) increased by the percentage increase in CPI (base salary) and a monetary bonus which increase taken in the aggregate (CPI increase plus bonus) shall not exceed \$6,000.

2017-18 Contract year – prior contract year’s base salary (not including monetary bonus) increased by the percentage increase in CPI (base salary) and a monetary bonus which increase taken in the aggregate (CPI increase plus bonus) shall not exceed \$7,000.

2018-19 Contract year – prior contract year’s base salary (not including monetary bonus) increased by the percentage increase in CPI (base salary) and a monetary bonus which increase taken in the aggregate (CPI increase plus bonus) shall not exceed \$8,000.

For purposes of this Paragraph 4, the CPI shall be defined as the Consumer Price Index (“CPI”) for Urban Consumers published by the United States Department of Labor for the December of the prior school year as applied by the Property Tax Extension Limitation Law (“PTELL”) (35 ILCS 200/18-185). The base salary increase (CPI increase excluding monetary bonus) shall compound from contract year to contract year, but the amount of the annual monetary bonus shall not compound. The annual monetary bonus shall be determined by the BOARD at its first meeting in June and paid to the SUPERINTENDENT prior to June 30 of the contract year. The annual monetary bonus shall be determined in the sole discretion of the BOARD and shall be contingent upon the BOARD’s determination of the achievement of the goals established by Paragraph 3 of this Agreement.

Salary shall be paid in equal installments in accordance with the BOARD policy governing payment of salary to other certificated members of the professional staff, less such amounts as provided for in this Contract, and other amounts required by law. The BOARD retains the right to adjust the annual compensation, salary, and/or fringe benefits of the SUPERINTENDENT during the term of this Contract, and thereafter, provided that any compensation, salary, and/or fringe benefits

adjustment(s) shall not be lower than the annual compensation, salary, and fringe benefits paid by the BOARD as provided in the preceding contract year and/or as provided herein.

Any adjustment in compensation, salary and fringe benefits made during the life of this Contract shall be or presently is in the form of an amendment and shall become a part of this Contract; provided, however, that it shall not be considered that the BOARD has entered into a new Contract with the SUPERINTENDENT nor that the termination date of this Contract has been in any way extended. The BOARD and the SUPERINTENDENT, however, may enter into subsequent agreements or extensions of this Contract for additional periods of time, if all of the student performance and academic improvement goals set forth in this Contract have been met, both parties should agree, and said agreement is reduced to writing.

5. **EVALUATION** - The BOARD and SUPERINTENDENT agree that there shall be an annual evaluation of the SUPERINTENDENT'S performance under this Contract not later than May 1 of each calendar year of the Contract. However, in the final contract year, the SUPERINTENDENT shall be evaluated by the BOARD no later than February 1st. Notice of intent not to renew this contract shall be given to the SUPERINTENDENT by the BOARD by March 1st in the final contract year. Said notice shall be in writing and state the specific reason for non-renewal. Failure to provide said notice shall automatically extend this contract by one (1) contract year. The SUPERINTENDENT shall be afforded the due process hearing rights as provided in 105 ILCS 5/10-21.4.

The evaluation shall consider, but not be limited to, an examination of the establishment of and progress toward educational goals, including attainment of the student performance and academic improvement goals set forth in this Contract, administration of personnel, and working relationships among the SUPERINTENDENT, the BOARD, the faculty, the staff and the community, and shall consider the SUPERINTENDENT'S salary for the next year of the Contract. The BOARD may also choose to annually perform a "360" evaluation of the SUPERINTENDENT. A written summary of the annual evaluation shall be prepared by the BOARD, or its designee, and given to the SUPERINTENDENT. The parties may elect to meet and confer on the evaluation prior to the preparation of the written summary. Failure by the BOARD to complete an evaluation does not preclude the SUPERINTENDENT'S nonrenewal of this Contract.

In addition to the annual evaluation, the Board may have more frequent conversations with the SUPERINTENDENT to review BOARD concerns. These concerns may become part of the annual evaluation when reduced to writing by the BOARD and/or the SUPERINTENDENT.

6. **LICENSE** - The SUPERINTENDENT shall furnish to the BOARD, during the term of this Contract, a valid, appropriate, and properly registered license to act as Superintendent of Schools, in accordance with the laws of the State of Illinois and as directed by the BOARD.

7. **DISABILITY** - Should the SUPERINTENDENT be incapable of performing his duties and obligations under this Contract by reason of illness, accident, or other cause beyond the SUPERINTENDENT'S control, and that disability is continuous for a period of time of more than thirty (30) days after the exhaustion of accumulated sick leave and vacation days during any school year, the BOARD, in its discretion, may make a proportionate deduction from the salary stipulated in no less than full work week increments. If such disability continues for 180 days, or if such disability is permanent, irreparable, or of such nature as to make the performance of the SUPERINTENDENT'S duties impossible, the BOARD, at its option, may terminate this Contract, whereupon the respective duties, rights and obligations of the parties shall terminate. Prior to termination for disability, the SUPERINTENDENT may request a hearing in closed session before the BOARD.

8. **TERMINATION OF CONTRACT** - This Contract may be terminated prior to its expiration date by:

- A. Mutual agreement of the parties.
- B. Retirement.
- C. Resignation, provided, however, the SUPERINTENDENT gives the BOARD at least four (4) months written notice of the proposed resignation.
- D. Discharge for cause. "For cause" shall mean any conduct, act, or failure to act by the SUPERINTENDENT which is detrimental to the operations of the School District as determined by the BOARD. Reasons for discharge for cause shall be given in writing to the SUPERINTENDENT, who shall be entitled to notice and a hearing before the BOARD to discuss those reasons. If the SUPERINTENDENT chooses to be accompanied by legal counsel, he shall bear any costs therein involved. The BOARD hearing shall be conducted in closed session. The BOARD will not arbitrarily or capriciously dismiss the SUPERINTENDENT.
- E. Failure to comply with the terms and conditions of this Contract after notification and a reasonable opportunity to correct, where appropriate.

Nothing shall prohibit the BOARD from suspending the SUPERINTENDENT with or without pay pending completion of the requirements of this section. After the effective date of dismissal the SUPERINTENDENT shall not be entitled to further payments of compensation of any kind under this Contract, except that the SUPERINTENDENT shall be entitled to any vested benefits payable under the terms and provisions of the Illinois Teachers' Retirement System and the Illinois Wage Payment and Collection Act.

9. **PROFESSIONAL ACTIVITIES** - The SUPERINTENDENT shall be encouraged to attend appropriate professional meetings and continuing education at the local, state and national levels. Within budget constraints, as approved by the BOARD, the costs of attendance shall be paid by the BOARD. With prior BOARD approval, the SUPERINTENDENT may be allowed to attend one (1) national conference each year, with the costs of attendance paid by the BOARD.

10. **VACATION, PERSONAL AND SICK LEAVE** - The SUPERINTENDENT shall receive twenty (20) work days of vacation annually, exclusive of weekends and legal holidays as defined in Section 24.2 of the *Illinois School Code*. Each contract year, the Superintendent may exchange a maximum of five (5) unused vacation days for payment at the Superintendent's then current per diem in lieu of using said days, as well as up to five (5) unused vacation days may be carried over for use during the next contract year. Any such carried over and/or uncompensated vacation days remaining at the end of that year shall be forfeited. The SUPERINTENDENT must give written notice to the BOARD of his intention to exercise this option no later than June 1st of any year and prior to payment of such.

The SUPERINTENDENT shall be entitled to sick leave and personal leave annually based upon the amount of such leave provided to District administrators. Unused sick leave may accumulate up to 340 days.

The use of any sick or vacation time must be pre-approved by the Board President whenever possible. The Board President will be notified of the use of sick leave as soon as practicable by phone or electronically.

11. **HOSPITALIZATION/MAJOR MEDICAL INSURANCE** - The BOARD shall provide hospitalization and major medical insurance for the SUPERINTENDENT and the dependent members (as defined by the contract of insurance then in effect) of his immediate family during the term of this Contract, in accordance with the basic insurance coverage provided to certified staff members. Beginning with the 2013-2014 contract year and thereafter, it is the policy of the BOARD that all District certified staff members will contribute the same premium contribution. Accordingly, the SUPERINTENDENT shall be responsible for a premium contribution equal to that paid by members of the District certified staff.

12. **OTHER INSURANCE** – The SUPERINTENDENT will be provided with term life insurance coverage under the terms of the group term life insurance plan provided to other certified administrators. The SUPERINTENDENT will be eligible to participate in the District's dental insurance plan pursuant to the same terms and conditions provided to certified staff members. The SUPERINTENDENT shall be responsible for a premium contribution equal to that paid by members of the District certified staff.

13. **TRANSPORTATION EXPENSE** - As a condition of employment, the SUPERINTENDENT is required to operate a personally owned automobile or other vehicle for business purposes. The SUPERINTENDENT will bear all costs associated with the purchase, upkeep and maintenance of said vehicle. As the SUPERINTENDENT will be required to travel between campuses and make other business related trips including, but not limited to, meetings with School District representatives, attorneys, auditors, parents and constituents, it is recognized that the SUPERINTENDENT will incur certain expenses of a business nature for the use of said vehicle. Therefore, the BOARD will reimburse the SUPERINTENDENT at the IRS mileage rate for the business use of said vehicle for travel outside of the school district boundaries. Monthly, the SUPERINTENDENT will submit to the Business office appropriate substantiation of all business expenses incurred. To the extent that this allowance is unsubstantiated, it will be included in the SUPERINTENDENT'S taxable income. In the event the SUPERINTENDENT chooses to use a District-owned vehicle for all travel noted above, he shall not be paid the noted IRS reimbursement amount or any other form or amount of compensation or reimbursement for such travel. If a less expensive mode of travel is available, the SUPERINTENDENT will elect such mode.

14. **BUSINESS EXPENSES** - It is anticipated and agreed that the SUPERINTENDENT shall be required to incur certain personal expenses for the official business of the BOARD, including dues to professional organizations. As such, the BOARD agrees to reimburse the SUPERINTENDENT for any such expenses incurred by him on behalf of the BOARD, subject, however, to the SUPERINTENDENT'S substantiation and the BOARD'S approval of such expenses. The BOARD will pay membership dues on the SUPERINTENDENT'S behalf for three (3) professional organizations related to his employment, one of which shall be the Illinois Association of School Administrators. The SUPERINTENDENT is also encouraged to participate in local civic and fraternal organizations in the interest of promoting a better understanding of the District and its concerns.

15. **WAIVER OF TENURE** - By accepting the terms of this Contract, the SUPERINTENDENT waives all rights of tenure granted under the *Illinois School Code* during the term of this Contract.

16. **NOTICE** - Any notice or communication permitted or required under this Contract shall be in writing and shall become effective on the day of mailing thereof by first class mail, registered mail, or certified mail, postage prepaid, addressed:

If to the BOARD, to:

BOARD OF EDUCATION
Hinsdale Township High School District 86
5500 S. Grant Street
Hinsdale, Illinois 60521

If to the SUPERINTENDENT, to:

Dr. Bruce Law

(or at the last address of the SUPERINTENDENT contained in official Business Office records of the BOARD).

17. **TEACHERS' RETIREMENT SYSTEM CONTRIBUTION** – From the gross salary paid to the SUPERINTENDENT by the BOARD as expressed in Section 4 of this Contract, the BOARD shall pick up and pay on the SUPERINTENDENT'S behalf, the SUPERINTENDENT'S entire contribution to the Illinois Teachers' Retirement System pursuant to Sections 16-152 and 16-152.1 of the *Illinois Pension Code*.

18. **OTHER BENEFITS AND LEAVE** - The SUPERINTENDENT will be allowed such other non-TRS creditable privileges, leaves (excluding spring, summer and winter recess or break periods), and fringe benefits, including tuition reimbursement, not specifically enumerated as are extended to other certificated personnel, except as otherwise set forth herein.

19. **BACKGROUND INVESTIGATION** - The BOARD is prohibited from knowingly employing a person who has been convicted of committing or attempting to commit certain criminal offenses. If the required fingerprint-based criminal background investigation is not completed at the time this Contract is signed, and the subsequent investigation report reveals that there has been a prohibited conviction, this Contract shall immediately become null and void.

20. **PROFESSIONAL DEVELOPMENT** – As a condition of his employment, the SUPERINTENDENT will participate in professional development programs with prior approval by the BOARD. The costs of such participation will be paid by the BOARD.

21. **OTHER WORK/NO MOONLIGHTING** – During the term of this Agreement, the SUPERINTENDENT may not undertake consultation work, speaking engagements, writing, teaching a college or university course, lecturing, or other professional duties and obligations to which he receives an honorarium. All other speaking engagements and/or other professional obligations not otherwise for honorarium are permissive upon notification to the Board.

22. **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. Section headings and numbers have been inserted for convenience of reference only, and if there shall be any conflict between 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. This Contract contains all the terms 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.
- E. This Contract shall be binding upon and inure to the benefit of the SUPERINTENDENT, his successors, assigns, heirs, executors, and personal representatives, and shall be binding upon, and inure to the benefit of the BOARD, its successors and assigns.
- F. Both parties have had the opportunity to seek the advice of counsel prior to entering into this Contract.
- G. Except as may otherwise be provided, no subsequent alteration, amendment, change, or addition to this Contract shall be binding upon the parties unless reduced to writing and duly authorized and signed by each of them.
- H. The BOARD retains the right to repeal, change or modify any policies or regulations which it has adopted or may hereafter adopt, subject however, to restrictions contained in the *Illinois School Code* and other applicable law.
- I. If any section, provision, paragraph, phrase, clause or word contained herein is held to be void, invalid or contrary to law by a court of competent jurisdiction, it shall be deemed removed herefrom, and the remainder of this Contract shall continue to have its intended full force and effect.
- J. No modifications of this Contract shall be binding on the parties unless in writing and duly approved and signed by each party or as otherwise provided in this Contract.
- K. This Contract shall become effective, and be deemed dated, as of the execution of this Contract, as set forth below.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed in their respective names and in the case of the BOARD, by its President and Secretary, on the day and year first above written.

SUPERINTENDENT:



BOARD OF EDUCATION,
HINSDALE TOWNSHIP HIGH
SCHOOL DISTRICT NO. 86,
DUPAGE COUNTY, ILLINOIS

By:



President

ATTEST:



Secretary



District 86 Board of Education

Key Goals for the Superintendent

2015 – 2016

EXHIBIT 1

As a required condition of the Superintendent's multi-year employment agreement to enhance student performance and academic improvement, the Board has approved the performance goals listed below for the Superintendent during the 2015-2016 school year. The criteria for assessing the Superintendent's successful completion of each goal are set forth beneath each of the performance goals.

1. Improve the effectiveness of licensed personnel by:
 - Increasing personnel stabilization/retention
 - Increasing the number of teachers who take advantage of professional development activities
 - Collecting and presenting to the Board improved data on both successful teacher practice and evaluation

2. Improve special education services for students by:
 - For Special Ed students participating in PARCC and District assessments, they will grow at rates that are at least equivalent to comparable general education students.
 - For Special Ed students participating in alternative assessments, they will grow at rates as determined by their individual student learning outcomes (SLOs)

3. Improve district financial stability by:
 - Adopting a balanced budget delivering a modest surplus
 - Maintaining current fund balances
 - Identifying cost savings
 - Improving internal controls
 - Improving financial expertise of Board and staff

4. To improve the District's technology and become a leader in the area through regular ongoing improvements in the following areas: business office; library technology; increased technological improvement in parental communications and community communications; student technology; increased class options at both campuses. To bring a recommendation including scope; schedule and budget to improve the District's technology to the Board no later than the March Committee of the Whole Meeting 2016.

5. Maintain the test scores overall and improve test scores in targeted areas where underperformance is experienced.

**AMENDMENT NO. 1
TO
ADMINISTRATOR'S EMPLOYMENT CONTRACT
BETWEEN
THE BOARD OF EDUCATION
OF HINSDALE TOWNSHIP HIGH SCHOOL DISTRICT NO. 86
AND
Bruce Law**

WHEREAS, Bruce Law is currently employed as an Administrator by the Board of Education of Hinsdale Township High School District No. 86, Cook and DuPage Counties, Illinois under an Employment Contract for the 2015-2016 school year.

WHEREAS, the Employment Contract of the Administrator expressly provides for modification of the agreement by written amendment, mutually agreed upon, and the parties are desirous of making an adjustment to the Employment Contract;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, including securing the continued services of the Administrator, the parties agree as follows:

1. The provision of hospitalization/major medical insurance currently afforded under the Administrator's Employment Contract shall be amended by inserting the following additional paragraph into the agreement:

"As of January 1, 2016, the Board shall also offer to the Administrator a Section 125 Flexible Benefits Plan in which the Administrator may participate and elect to apply a Board contribution of either \$13,125 at the single insurance coverage rate, or \$18,750 at the family insurance coverage rate, toward the premiums for single or family coverage under a District health coverage plan, including any dental coverage elected. To the extent the Board contribution exceeds the cost of the premiums for the health and dental coverage(s) elected, the Administrator will be paid the excess in cash, distributed over 24 pays in the 2016 Plan Year. Participation of the Administrator is subject to eligibility terms contained in the Section 125 Flexible Benefits Plan and underlying insurance and benefit plans, and to election procedures and timelines."

2. All other provisions of the 2015-2016 Employment Contract shall remain in effect without modification or extension of the contract term.

IN WITNESS WHEREOF, the parties have executed this Amendment this 7th day of December, 2015.

**BOARD OF EDUCATION OF
HINSDALE TOWNSHIP HIGH
SCHOOL DISTRICT NO. 86,
COOK AND DUPAGE COUNTIES,
ILLINOIS**



Administrator

Date: 11/30/15

By: _____
President

Date: _____

ATTEST:

Date: _____

**AMENDMENT NO. 1
TO
SUPERINTENDENT'S EMPLOYMENT CONTRACT
DATED OCTOBER 17, 2016
BETWEEN
THE BOARD OF EDUCATION
OF HINSDALE TOWNSHIP HIGH SCHOOL DISTRICT NO. 86
AND
DR. BRUCE LAW**

WHEREAS, Dr. Bruce Law (hereafter "Superintendent") is currently employed as Superintendent by the Board of Education of Hinsdale Township High School District No. 86, DuPage and Cook Counties, Illinois (hereafter "Board") under an Employment Contract commencing on July 1, 2015, and extending through on June 30, 2019; and

WHEREAS, paragraph 4 of the Employment Contract authorizes the Board to adjust the annual compensation, salary, and/or fringe benefits of the Superintendent during the term of the contract, provided that any compensation, salary, and/or fringe benefits adjustment(s) shall not be lower than the annual compensation, salary, and fringe benefits paid by the Board in the preceding contract year;

WHEREAS, paragraph 4 of the Employment Contract further provides that any adjustment in compensation, salary, and fringe benefits made during the life of the contract shall be in the form of an amendment and shall become a part of the contract; and

WHEREAS, the Board has reviewed reports on the salaries of superintendents in comparable school districts and has determined that the salary of Dr. Law falls below that of other similarly-situated superintendents; and

WHEREAS, the Board desires to adjust the current salary of Dr. Law to bring it in line with the market compensation of other superintendents;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, including securing the continued services of the Superintendent, the parties agree as follows:

1. The annual salary for the Superintendent set forth in paragraph 4 of the Employment Contract shall be amended by deleting the salary references for calculating the Superintendent's salary for the 2016-2017 and 2017-2018 contract years (i.e., providing for a CPI increase and a monetary bonus) and inserting the following language in its stead to reflect a market adjustment of \$45,030.00 over the Superintendent's salary for the 2015-2016 Contract year:

"2016-2017 and 2017-2018 Contract years – TWO HUNDRED FORTY-TWO THOUSAND NINE HUNDRED AND SIXTY THREE DOLLARS (\$242,963.00)."

2. All other provisions of the Employment Contract dated October 19, 2015, shall remain in effect without modification or extension of the contract term.

IN WITNESS WHEREOF, the parties have executed this Amendment this 17th day of October, 2016.

DR. BRUCE LAW

**BOARD OF EDUCATION OF
HINSDALE TOWNSHIP HIGH
SCHOOL DISTRICT NO. 86,
DUPAGE AND COOK COUNTIES,
ILLINOIS**

Superintendent

By: _____
President

Date: _____

Date: _____

ATTEST:

Date: _____

**AMENDMENT NO. 2
TO
2015-2019 SUPERINTENDENT'S EMPLOYMENT CONTRACT
BETWEEN
THE BOARD OF EDUCATION OF HINSDALE TOWNSHIP HIGH SCHOOL
DISTRICT NO. 86
AND
BRUCE LAW**

WHEREAS, BRUCE LAW (hereafter "Superintendent") is currently employed as the Superintendent of Schools by the Board of Education of Hinsdale Township High School District No. 86, DuPage and Cook Counties, Illinois (hereafter "Board") under an Employment Contract commencing on July 1, 2015, and terminating on June 30, 2019; and

WHEREAS, paragraph 4 of the 's Employment Contract provides that that the Board may adjust the compensation, salary, and/or fringe benefits of the Superintendent during the term of the Contract made in the form of a written amendment mutually agreed to, authorized, and signed by the parties, which amendment shall become a part of this Contract;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the parties agree as follows:

1. The salary for the 2018-2019 Contract year indicated in **Paragraph 4** of the Superintendent's 2015-2019 Employment Contract is hereby deleted and the following provision inserted in its stead:

"The Superintendent's base salary for the 2018-2019 Contract year shall be Two Hundred Fifty Thousand Two Hundred and Fifty-One Dollars (\$250,251.00)

2. All other provisions of the 2015-2019 Employment Contract shall remain in effect without modification.

IN WITNESS WHEREOF, the parties have executed this Amendment this 17th day of September, 2018.

SUPERINTENDENT OF SCHOOLS

**BOARD OF EDUCATION OF
HINSDALE TOWNSHIP HIGH
SCHOOL DISTRICT 86,
DUPAGE AND COOK COUNTIES,
ILLINOIS**

Bruce Law

By: _____
President

Date: _____

Date: _____

ATTEST:

Secretary

Date: _____

SUPERINTENDENT'S MULTI-YEAR EMPLOYMENT CONTRACT

(July 1, 2019 – June 30, 2022)

AGREEMENT made this 17th day of September 2018, between the **BOARD OF EDUCATION OF HINSDALE TOWNSHIP HIGH SCHOOL DISTRICT NO. 86, DU PAGE AND COOK COUNTIES, ILLINOIS** (the "Board"), and **DR. BRUCE LAW** (the "Superintendent"), and hereafter collectively referred to as the "Parties," following a determination by the Board that the Superintendent has successfully completed the performance goals established under his current Employment Contract dated October 19, 2015.

A. EMPLOYMENT AND COMPENSATION

1. Salary and Term of Employment. The Board hereby employs the Superintendent for a multi-year period of three (3) years, commencing on July 1, 2019, and terminating on and through June 30, 2022, to serve as the Superintendent of Schools for District No. 86.

-For the 2019-2020 contract year, the Board shall pay to the Superintendent for his full-time services an annual base salary of Two Hundred Fifty-Seven Thousand Seven Hundred and Fifty-Nine Dollars (\$257,759).

-For the 2020-2021 contract year, the Board shall pay to the Superintendent for his full-time services an annual base salary of Two Hundred Sixty-Five Thousand Four Hundred and Ninety Dollars (\$265,490).

-For the 2021-2022 contract year, the Board shall pay to the Superintendent for his full-time services an annual base salary of Two Hundred Seventy-Three Thousand Four Hundred and Fifty-Four Dollars (\$273,454)

The Superintendent's annual salary shall be payable in equal installments in accordance with the rules of the Board governing payments of other administrative staff members in the District. As used in this contract, the term "contract year" is defined as the period commencing on July 1 of a given calendar year and continuing through June 30 of the following calendar year. The Board retains the right to adjust the annual compensation, salary, and/or fringe benefits of the Superintendent during the term of this contract, provided that any compensation, salary, and/or fringe benefits adjustment(s) shall not be lower than the annual compensation, salary, and fringe benefits paid to the Superintendent in the preceding contract year. The Superintendent hereby accepts employment upon the terms and conditions hereinafter set forth.

2. Teachers' Retirement System and Health Insurance Security Fund. From the annual base salary stated in paragraph A.1 of this contract, the Board shall deduct and pay on behalf of the Superintendent to the State of Illinois Teachers' Retirement System (TRS) and the

Teacher Health Insurance Security Fund (THIS) the Superintendent's required contributions to the pension system and health fund on all reportable earnings. The Superintendent shall not have any right or claim to these amounts, except as they may become available at the time of retirement or resignation from TRS or THIS. Both parties acknowledge that the Superintendent did not have the option of choosing to receive the contributed amounts directly, instead of having such contributions paid by the Board to TRS and THIS, and further acknowledge that such contributions are made as a condition of employment to secure the Superintendent's future services, knowledge and experience.

3. Creditable Earnings. The parties hereby agree that the Board makes no representations regarding the creditable earnings status with respect to any compensation received by the Superintendent pursuant to the terms of this contract. Any and all determinations regarding creditable earnings, creditable service, and related TRS issues shall be made by TRS and, where applicable, a court of competent jurisdiction.

B. CONDITIONS OF EMPLOYMENT

1. Medical Examination. The Superintendent shall submit, at Board expense, to a physical or mental examination by a physician licensed in Illinois to practice medicine and surgery in all its branches whenever the Board deems such examination necessary and in accordance with applicable law. As a condition of employment, the Superintendent also agrees to comply with all health requirements established by law.

2. Employment Representations. The Superintendent represents that he/she is not under contract with any other school district for any portion of the term covered by this contract. The Superintendent also represents and confirms that all information provided in his application for employment in the District is true and correct.

3. Criminal Background Investigation. As a required condition of employment, the Superintendent acknowledges that his employment may be immediately terminated and this contract will become null and void if any fingerprint-based criminal background investigation report reveals a prohibited conviction as set forth in the *School Code*.

4. License. During the term of this contract, the Superintendent shall hold a valid and properly registered license and endorsements issued by the Illinois State Educator Preparation and Licensure Board qualifying him to act as Superintendent in the School District.

5. Waiver of Tenure. The Superintendent acknowledges that, pursuant to the *School Code*, he waives all rights to tenure in the School District for the term of this multi-year Contract and any extension thereof.

C. BENEFITS

1. Insurance. During the term of this contract, the Board will provide the Superintendent with the following benefits:

- a. A Section 125 Flexible Benefits Plan, in which the Superintendent may participate and elect to apply a Board contribution of either \$13,408.12 at the single insurance coverage rate, or \$19,155.47 at the family insurance coverage rate, toward the premiums for single or family coverage under a District health coverage plan, including any dental coverage elected. To the extent the Board contribution exceeds the cost of the premiums for the health and dental coverage(s) elected, the Superintendent will be paid the excess in cash, distributed over 24 pays in the Benefit Plan Year. Participation of the Superintendent is subject to eligibility terms contained in the Section 125 Flexible Benefits Plan and underlying insurance and benefit plans, and to election procedures and timelines; and
- b. Group term life insurance, subject to requirements of the insurance carrier, in the amount provided to other licensed staff in the District.

If the provision of health insurance contemplated by this contract provision could result in the Board being obligated to pay a penalty, excise tax, or other fee due to changes and/or interpretations of the *Internal Revenue Code* or other laws, or their related rules and regulations, affecting the provision of insurance benefits, the Board may convert its contribution toward such insurance benefit to another form of compensation or combination of compensation and insurance to the extent necessary to avoid the imposition of such penalty, excise tax, or fee. In the event the Board makes such a determination, the Board shall collaborate with TRS so as to avoid the loss of creditable earnings to the extent permitted by law and to the extent a penalty to the Board does not result.

2. Vacation. The Superintendent shall be entitled to a paid vacation of twenty (20) work days in each contract year, provided, however, that any vacation time must be pre-approved by the Board President whenever possible. Vacation time is non-cumulative and must be taken within the twelve-month period or shall be forfeited and not available for use, except that (1) up to five (5) unused vacation days may be carried over for use during the next contract year, *and* (2) each contract year, the Superintendent may exchange a maximum of five (5) unused vacation days for payment at the Superintendent's then current per diem in lieu of using said days. Any such carried-over vacation days remaining at the end of that following year shall be forfeited if unused. The Superintendent shall also be entitled to all legal and school holidays as designated on the official District calendar. Winter, spring, and summer recess periods shall constitute working days unless specifically scheduled and credited toward the vacation days established above. If any earned vacation days must be reimbursed to the Superintendent upon his resignation from employment, the reimbursement required by law or this contract shall be made in a post-retirement payment not intended to be part of the Superintendent's creditable earnings for that year.

3. Sick and Personal Leave. The Superintendent shall be granted paid sick leave days, as defined in Section 24-6 of the *School Code*, and paid personal leave days in each contract year, in the number provided to licensed administrators in the District. Sick and personal leave shall be subject to the same terms and conditions as are applicable to the licensed administrators. In no event, however, shall the number of annual sick days granted to the

Superintendent exceed those provided to teachers under the District's Collective Bargaining Agreement.

4. **Annuities and Deferred Compensation.** From the annual salary stated in paragraph A.1 of this contract, the Superintendent may (1) annually defer compensation pursuant to and in accordance with the terms of an eligible state deferred compensation plan as described in Section 457 of the *Internal Revenue Code* if adopted by the Board, or (2) authorize a salary reduction in order that the Board may purchase an annuity product for the Superintendent as described in Section 403(b) of the *Internal Revenue Code* and in the District's 403 (b) Plan, provided that the Superintendent confirms that any such deferrals or reductions for purchase of annuities are within *Internal Revenue Code* limitations.

5. **Cell Phone.** The Board has determined that, by virtue of his job duties, the Superintendent needs to be immediately reachable by the Board and other District staff in the event of emergencies outside normal work hours and/or when the Superintendent is away from the District office. Accordingly, the Board will provide the Superintendent with a monthly allowance for use of his personal cell phone of One Hundred Dollars (\$100.00). The Board is providing this phone allowance for a business purpose and not for purposes of compensation of the Superintendent. The Superintendent may use the phone for both District and personal business in accordance with IRS guidelines.

D. DUTIES AND EVALUATION

1. **Duties.** The Superintendent shall have charge of the administration of the schools under the direction of the Board; he shall be the chief executive officer for the Board; he shall recommend the selection, retention and dismissal of, and direct and assign, teachers and other employees of the School District under his supervision; he shall organize and direct the administrative and supervisory staff; he shall make recommendations to the Board concerning the budget, building plans, location of sites, and the selection of textbooks, instructional material, and courses of study; he shall direct the keeping of all records and accounts, and aid in the making of all reports, as required by the Board; he shall recommend rules, regulations, and procedures deemed necessary for the welfare of the District; and, in general, he shall perform all other duties incident to the office of the Superintendent as the Board may delegate to him or as required by law. The Superintendent shall be deemed to have knowledge of, and shall be expected to comply with, all policies of the Board and all administrative regulations and procedures.

During the term of this contract, the Board, in its sole discretion, may assign alternate duties to and/or transfer the Superintendent to another position in the District, provided the Superintendent's contract term, salary, and benefits afforded under this contract are not reduced.

2. **Extent of Service.** The Superintendent shall devote his entire time, attention, and energy to the business of the District and related professional activities. The Superintendent may not undertake consultation work, speaking engagements, writing, teaching a college or university course, lecturing, or other professional duties and obligations without the authorization of the

Board of Education. The Superintendent may not jeopardize the functioning of the District by any lengthy and conspicuous absence for such professional activities. The Superintendent may keep any remuneration received for approved professional activities.

3. Performance Goals and Indicators. In accordance with the requirements of the *School Code*, the Parties agree that performance goals for the Superintendent have been mutually developed and incorporated into this contract as Appendix A for the 2019-2022 contract term. The goals relate to student performance and academic improvement and include indicators for the goals that shall be used by the Board to measure the Superintendent's performance. The parties agree and acknowledge that, under Illinois law, performance goals are required for a valid and enforceable multi-year agreement.

The Board shall determine whether the Superintendent has met the performance goals, using the criteria described in the goals themselves, as well as considering whether the Superintendent has exhibited the leadership, guidance and effort needed to achieve the goals. If the performance goals have been attained during the term of the contract, the Board may extend the term of this contract as set forth in paragraph E.2 below. For each succeeding contract year, the Board and Superintendent will cooperatively develop new performance goals and indicators, which shall be appended to this contract and incorporated not later than September 1 annually.

4. Evaluation. The Superintendent's performance under this contract shall be evaluated annually by the Board of Education not later than May 1st of each contract year. The evaluation shall consider, but not be limited to, an examination of the establishment of and progress toward the Superintendent's performance goals, his performance of assigned duties and those required under his job description, and his working relationships with the Board, other administrators, and the faculty, staff and community. The Board may also choose to annually perform a "360" evaluation of the Superintendent. A written summary of the annual evaluation shall be prepared by the Board and given to the Superintendent. Failure by the Board to complete an annual evaluation of the Superintendent shall not preclude the nonrenewal of this contract and/or dismissal of the Superintendent.

E. RENEWAL, EXTENSION, AND AMENDMENT OF CONTRACT

1. Non-Renewal. Notice of intent not to renew this contract shall be given to the Superintendent by the Board no later than **April 1** of the year in which the contract expires. Said notice shall be in writing and state the specific reason for non-renewal.

2. Renewal and Extensions. Prior to the end of any year of this contract, the Board and Superintendent may mutually agree to renew or extend the employment of the Superintendent for a single- or multi-year period, provided that the performance goals and indicators set forth in paragraph D.3 and Appendix A of this contract have been met. In such event, the Board shall take specific action to discontinue this contract and enter into a new contract of employment.

3. Amendment. Any adjustment in compensation, salary, and/or fringe benefits, or in any other term of this contract made during its life shall be in the form of a written amendment

mutually agreed to, authorized, and signed by the parties and shall become a part of this contract. An amendment shall not be deemed as a new contract between the Board and the Superintendent, nor shall an amendment serve to extend the termination date of this contract.

F. TERMINATION

1. **Grounds for Termination.** This employment contract may be terminated during its term by:

- a. Mutual agreement of the parties;
- b. Retirement;
- c. Resignation, provided, however, the Superintendent gives the Board at least three (3) months written notice of the proposed resignation;
- d. Permanent physical or mental disability (inability to perform essential job functions with or without accommodation);
- e. Discharge for cause; or
- f. Death of the Superintendent.

2. **Cause.** Throughout the term of this contract, the Superintendent shall be subject to discharge for cause, which shall mean any conduct, act, or failure to act by the Superintendent which is detrimental to the operations of the District as determined by the Board. Reasons for discharge for cause shall be given in writing to the Superintendent, who shall be entitled to notice and a hearing before the Board to discuss the reasons. If the Superintendent chooses to be accompanied by legal counsel, he shall bear any costs involved. The Board hearing shall be conducted in executive session.

3. **Effects of Termination.** Nothing shall prohibit the Board from suspending the Superintendent without pay pending an investigation and completion of the termination process. After the effective date of dismissal, the Superintendent or any third party on his behalf shall not be entitled to any further payments of compensation or benefits afforded under these contractual provisions, unless otherwise required by law.

4. **Resignation Damages.** If the Superintendent voluntarily resigns from employment under this contract without providing the prior notice required under paragraph F.1.c above, he agrees to pay the Board the sum of \$10,000. These payments are understood to be calculated as liquidated damages to compensate the Board for its costs in replacing the Superintendent without sufficient notice prior to the expiration of this contract. The Superintendent hereby agrees and authorizes any amount owed under this provision to be deducted from the remaining paychecks owed him prior to his departure from the District. If the amount owed cannot be fully deducted, the Superintendent must pay the remaining sum to the School District no later than the date of his final paycheck.

G. MISCELLANEOUS

1. Any notice required to be given under this contract shall be deemed sufficient if it is in writing and sent by mail to the last known residence of the Superintendent or

the President of the Board.

2. This contract has been executed in Illinois and shall be governed in accordance with the laws of the State of Illinois in all respects.
3. Paragraph headings and numbers have been inserted for convenience of reference only and, if there shall be any conflict between such headings or numbers and the text of this contract, the text shall control.
4. 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.
5. This contract contains all the terms 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.
6. This contract shall be binding upon and inure to the benefit of the Superintendent, his heirs, executors, successors, assigns, and personal representatives, and shall be binding upon and inure to the benefit of the Board and its successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Agreement this 17th day of September, 2018, upon formal approval by the Board at a duly convened meeting held this same date.

DR. BRUCE LAW

**BOARD OF EDUCATION
HINSDALE TOWNSHIP HIGH
SCHOOL DISTRICT NO. 86,
DUPAGE AND COOK COUNTIES,
ILLINOIS**

Superintendent

By: _____
President

ATTEST:

Secretary

APPENDIX A

Superintendent Performance Goals 2019-2022 Employment Contract

The following performance goals relate to student performance and academic improvement [and include indicators for the goals] that shall be used by the Superintendent and Board to measure the Superintendent's performance. As an indicator of Dr. Law's success in completing these goals, the Superintendent shall provide the Board with an annual report.

1. Coordinate, oversee and effectively shepherd all of the committees involved in strategic planning, master facilities planning, community task force, scientific telephone poll survey, community outreach, and all of the information and data gathered in relation to the referendum.
2. Work toward achieving equity between the two schools in:
 - a. Curriculum Opportunities
 - b. Instruction
 - c. Student Discipline
3. Effectively coordinate with the D86 sender districts to improve high school readiness of entering 9th graders and effective transition to high school achievement targets.
4. Continued transparency in district management
5. Ensure that incoming 2019 board candidates have onboarding plan
6. Develop criteria by which we define and measure "success" for our schools and pursue and promote that in all respects (to include identifying what those "respects" are).
7. Develop and implement individual student learning programs