

SUPERINTENDENT EMPLOYMENT AGREEMENT

This Agreement made this ____ day of December __, 2017, between the Board of Education of Naperville Community Unit School District No. 203, DuPage and Will Counties, Illinois, hereinafter referred to as the "Board" or "School District", and Dan Bridges, hereinafter referred to as the "Superintendent," ratified at the meeting of the Board on December ____, 2017, and found in the minutes of the meeting.

IT IS AGREED:

1. Employment. The Superintendent is hereby hired and retained from July 1, 2018, to June 30, 2023, as Superintendent of Naperville Community Unit School District No. 203, and hereby accepts employment upon the terms and conditions hereinafter set forth. The previous employment agreement is now null and void.
 - i. *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 attained the metrics required by the goals and indicators of student performance and academic achievement, as stated in the original, predecessor contract.*
 - ii. *The goals and indicators for this Agreement are attached as Exhibit A and made part of this Agreement.*
2. Duties. The Superintendent shall have charge of the administration of the School District 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 this supervision; he shall organize and direct the administrative and supervisory staff; he shall make recommendations to the Board concerning 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 School 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 duties and responsibilities of the Superintendent shall also **include the attainment of the metrics required by the goals and indicators** attached to this contract as Appendix A. The Board reserves the right to reassign Bridges to other duties without a loss of pay during the term of this Agreement.
3. Salary and Compensation. In consideration of a gross salary to be jointly agreed upon no later than June 30, 2018, the Superintendent hereby agrees to devote such time, skill, labor and attention to this employment, during the term of this Agreement as otherwise provided in this Agreement, and to perform faithfully the duties of the Superintendent of Schools for this School District as set forth in this Agreement. The annual salary shall be paid in equal installments in accordance with the policy of the

Board governing payment of salary to other certificated members of the professional staff. The gross salary shall be no less than the Superintendent's current gross salary of TWO HUNDRED AND FIFTY-FOUR THOUSAND, ONE HUNDRED AND NINETY-FOUR DOLLARS (\$254,194.00) per annum.

- i. For each subsequent year of the Agreement, the Board shall consider an increase in the compensation for the Superintendent based on the attainment of the metrics required by the goals and indicators of student performance and academic achievement. It is contemplated that any increase shall be in the form of an Employer contribution to a Section 403(b) plan.***
- ii. In addition to the salary paid by the Board as expressed in Section 3, the Board shall pick up and pay, on the Superintendent's behalf, the Superintendent's entire contribution to the Illinois Teachers' Retirement System pension fund ("TRS") during the full term of this Agreement. 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 have no right or claim to the funds so remitted, except as they may subsequently become available upon retirement or resignation from the Illinois Teachers' Retirement System. 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 the Illinois Teachers' Retirement System, and further acknowledge that such contributions are made as a condition of employment to secure the Superintendent's future services, knowledge and experience.
- iii. The Board shall pick up and pay on behalf of the Superintendent the Superintendent's entire contribution to the Teachers' Health Insurance Security ("THIS") fund. The Board will remit THIS contribution to the TRS as the funds' collection agent. The THIS payment made by the Board to TRS under this paragraph will not be reportable to TRS as creditable earnings. The parties further agree that the payments will be excluded from the Superintendent's taxable income.
- iv. The Board and the Superintendent make no commitment or guarantee that the Board's payment of the contribution limits under paragraph 3 will continue to be excludable from the Superintendent's gross income for federal or state income tax purposes or that any other federal or state tax treatment will apply.
- v. Because neither party can represent what position the IRS, or any other government entity, will take with respect to these payments and withholdings, it is mutually agreed that each party will be responsible for any miscalculations for this it is legally responsible without indemnification or any other recourse from the other party. That is, if it is subsequently determined that the Superintendent should have paid taxes in any portion of the contribution limit for which he did not pay taxes, the interest and penalties are the Superintendent's responsibility alone. If the Board is

penalized for failing to withhold enough taxes based on the payroll information in its possession at the time of payment of the contribution limit, those penalties are the Board's responsibility alone. Both the Board and the Superintendent expressly waive the right to seek indemnification or reimbursement from the other as the result of any government decision on the taxability of these amounts. In the event the IRS, or any other government entity, determines that the Superintendent owes more taxes, he has no right to seek additional sums from the Board.

vi. In the event the Superintendent completes his dissertation during the term of this Agreement, the Board shall consider a one-time payment to the Superintendent. If a payment is made, it will be TRS creditable but will not be added to the base salary.

4. Deferred Compensation. The Superintendent may elect to have a portion of his salary immediately reduced from his salary and used to purchase a tax-sheltered annuity or other type account qualifying under Sections 403(b) and/or 457(b) of the Internal Revenue Code of 1986 (the "Code"), as amended. It is understood and agreed that the cost of the purchase of the annuity shall be deducted from the Superintendent's annual gross salary (as set forth in Section 3) and shall not require an expenditure of funds by the Board above the amount paid to the Superintendent in the form of salary (inclusive of the sum set forth in this section) except as may be later amended by the Board through the establishment of a non-contributory plan of deferred compensation.
5. Evaluation. It is the intent of the Board and Superintendent to meet at least quarterly during the term of this Agreement to assess the ongoing performance of the Superintendent. Meetings held for the purposes of evaluating the Superintendent shall be held in closed session pursuant to the Open Meetings Act.
6. Certificate/Criminal Background Investigation. The Superintendent shall furnish to the Board, on or before the beginning date of this Agreement (July 1, 2018) a valid and appropriate certificate to act as Superintendent of Schools in accordance with the laws of the State of Illinois. Failure to provide the requisite certification shall be cause to terminate this Agreement without any liability to the Board. As a required condition of employment, the Superintendent shall authorize a criminal background investigation by the Board pursuant to the relevant provisions of the School Code and Statewide Sex Offender Database and Child Murderer Community Notification Law.
7. Other Work. The Superintendent shall devote his time, attention, and energy to the business of the School District and related professional activities. If the Superintendent should contemplate accepting an obligation that should require this absence from the District for a period of two (2) consecutive workdays or more or would be of a continuing nature requiring his attention over a period of time, he shall secure Board approval of such activity prior to accepting the responsibility. If he receives compensation other than expense reimbursement for any such activity including teaching, the Superintendent shall use vacation time if the activity is scheduled on a normal workday during normal business hours. With approval of the Board, the Superintendent may attend university courses, seminars, and other professional growth activities; lecture; and engage in writing activities and speaking engagements ("Engagements"). The Superintendent may not jeopardize the functioning of the School District by any lengthy and conspicuous absence for such professional activities. In the event the Superintendent receives

remuneration for Engagements, the Superintendent shall be required to use his allocated paid vacation days to attend each day of Engagements.

8. Termination.

8.1 This Agreement may be terminated by:

- a. Mutual agreement;
- b. Permanent disability;
- c. Discharge for cause; or
- d. Death.

8.2 Discharge for Cause. Throughout the term of this Agreement, the Superintendent shall be subject to discharge for cause, provided, however, that the Board does not arbitrarily or capriciously call for dismissal and that the Superintendent shall have the right to service of written charges, notice of hearing, and a fair hearing with all rights of due process under law in executive session with any final decision to be made by the Board in any such matter. If the Superintendent chooses to be accompanied by legal counsel at such hearing, all such personal legal expenses shall be paid by the Superintendent. Any failure to comply with the terms and conditions of this Agreement after written notice of any such failure to comply and a reasonable opportunity to correct the failure shall also be sufficient cause for purpose of discharge as provided in this Agreement. This provision shall not be construed to limit in any way the Superintendent's right to review of the Board's action in any applicable state or federal court of other administrative forum.

8.3 Disability. Should the Superintendent be permanently incapable of performing the duties and obligations covenanted herein by reason of personal illness, accident or other disability, and such disability is continuous for a period of time in excess of accumulated sick leave and vacation benefits due and owing the Superintendent, then the Board shall continue the Superintendent's full pay for a period of ninety (90) days after the exhaustion of said benefits ("Disability Pay"). Thereafter, if the disability should continue, the Board shall cause to be paid to the Superintendent such benefits as may be payable under a policy of long term disability coverage consistent with coverage provided by the School District to certificated employees. The Board may terminate this Agreement for reasons of permanent disability or incapacity at any time after the Superintendent has received the Disability Pay.

9. Termination by Agreement. During the term of this Agreement, the Board and Superintendent may mutually agree, in writing, to terminate this Agreement.

10. Professional Activities / Membership Dues. The Superintendent may attend conferences for each Illinois Association of School Administrators ("IASA"), American Association of School Administrators ("AASA"), and other appropriate professional organizations. The

expenses for each conference attendance are to be reimbursed to the Superintendent by the Board subject to approval by the Board. The Board shall pay for annual dues through membership in IASA, AASA and other appropriate professional organizations.

- i. The Superintendent shall participate in local civic and fraternal organizations in the interest of promoting a better understanding of the School District and its concerns. Subject to its prior approval, the Board shall pay the dues incurred through membership in such organizations.
- ii. The Superintendent is expected to attend appropriate professional meetings at the local and state levels, and, subject to prior Board approval, at the national level. All actual and necessary expenses incurred shall be paid by the Board within the annual School District budget constraints.

11. Vacation. The Superintendent shall be entitled to paid vacation of 25 work days, exclusive of legal and school holidays. Vacation must be taken within the twelve (12) month period in which they are granted.
12. Sick Leave. The Superintendent shall be granted sick leave, as defined in Section 24-6 of *The School Code*, of fifteen (15) days per year. Unused sick leave days may be accumulated to a maximum of 340 days.
13. Hospitalization/Medical/Dental. The Board shall provide the Superintendent and his dependents with Board paid medical, major medical, dental and vision insurance as is customarily provided to twelve-month certificated employees.
14. Term Life Insurance. The Board will provide and pay the premiums for a term life insurance policy for the Superintendent during the term of this Agreement in the face amount of two times the Superintendent's annual salary. The Board will assign the ownership of the term life insurance to a person or trust designated by the Superintendent, and upon termination of this Agreement will allow the Superintendent to continue the life insurance policy at his own expense.
15. Transportation Expenses. As a condition of employment, the Superintendent is required to maintain a personally owned automobile for business purposes. As the Superintendent shall be required to make business related trips within the four-county area (DuPage, Will, Kane and Cook counties) including, but not limited to, meeting 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 outside of the School District. The Board shall pay the Superintendent a monthly automobile allowance of \$650.00 per month. If travel with his vehicle is necessitated outside of the four-county area, the Superintendent shall be reimbursed up to the maximum rate per mile allowed by the Internal Revenue Service.
16. Expense Reimbursement. The Board shall reimburse the Superintendent for reasonable monthly expenses (other than local transportation) incurred in the performance of this duties. Itemization shall be made by the Superintendent of all expenses incurred.

17. Physical Examination. At least once during the term of this Agreement, the Superintendent shall obtain a comprehensive medical examination at the cost of the Board. A copy of the examination or a certificate of the physician certifying the physical competency of the Superintendent to perform his essential job functions shall be given to the President of the Board, who shall treat the information as confidential. The physician performing the medical examination shall be one licensed to practice medicine in all of its branches in the State of Illinois.
18. Professional Liability. The Board agrees that it will defend, hold harmless, and indemnify the Superintendent from any and all demands, claims, suits, actions and legal proceedings brought against the Superintendent in his individual capacity, or in his official capacity as agent and employee of the School District provided the incident arose while the Superintendent was acting within the scope of his employment and excluding criminal litigation and such liability coverage as is beyond the authority of the Board to provide under state law. Except that, in no case, will individual Board members be considered personally liable for indemnifying the Superintendent against such demands, claims, suits, actions and legal proceedings.
19. Electronic Equipment. The Board shall provide the Superintendent with the following equipment, of his choice, necessary for the execution of his duties and responsibilities:
- a. Cell phone
 - b. Laptop or tablet computer as desired
20. Notices. Any notice or communication permitted or required under this Agreement shall be in writing and shall become effective on the day of mailing thereof by first class mail, registered or certified mail, postage prepaid, addressed to:
- i. If to the Board to: President, Board of Education
Naperville Community Unit School District
203
203 West Hillside Road
Naperville, IL 60540
 - ii. If to the Superintendent, to: Dan Bridges
 - iii. (or at the last address of the Superintendent contained in the office Business Office records of the District).
21. Miscellaneous.
- A. This Agreement shall be governed in accordance with the laws of the State of Illinois in every respect.
 - B. Paragraph headings and numbers have been inserted for convenience of reference only, and if there shall be any conflict between any such headings or numbers and the text of this Agreement, the text shall control.

- C. This Agreement 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 Agreement contains all of the terms agreed upon by the parties with respect to the subject matter of this Agreement and supersedes all prior agreements, arrangements and communications between the parties concerning such subject matter, whether oral or written.
- E. This Agreement shall inure to the benefit of and be binding upon the Board, its successors and assigns.
- F. The Superintendent shall be allowed such other privileges, leaves and fringe benefits as the Board may decide and as are commonly extended to all other certificated administrative personnel.

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

SUPERINTENDENT

BOARD OF EDUCATION OF
 NAPERVILLE COMMUNITY UNIT
 SCHOOL DISTRICT NO. 203,
 DUPAGE and WILL COUNTIES, ILLINOIS

 PRESIDENT

ATTEST:

 SECRETARY
 BOARD OF EDUCATION

EXHIBIT A
Superintendent's Goals
2018-2023

On a quarterly basis at minimum, the Superintendent will update the Board of Education on the following goals:

Goal 1: Design and implement a strategic blueprint

By June 30th of each year, the Superintendent will complete an analysis of strategic blueprint commitments and report any necessary recommendations for future implementation.

Goal 2: Implement effective practices that promote learning experiences for all

By June 30th of each year, the Superintendent will review alignment of District 203's preK-12 curriculum to the Illinois Learning Standards and college and career readiness.

During the life of this contract, the Superintendent will present evidence of a multi-level system of support framework for responding to the academic and social-emotional needs of every learner.

Goal 3: Foster a high-performance culture focused on student learning

Annually, within a reasonable time after results are made public, the Superintendent will complete an analysis of the state accountability and district level data results, including breakdown by demographic groups with follow-up recommendations for future practice to close achievement gaps and maximize growth opportunities for all students.

Annually, the Superintendent will oversee the implementation of a research-based school improvement process that maximizes student growth and achievement.

Annually, the Superintendent will develop professional learning and mentoring opportunities for teachers and administrators.

Goal 4: Steward resources effectively to promote student learning

By October 30th of each year, the Superintendent will complete an analysis of the recruitment and selection of certified staff at each of the grade span levels and report to the Board continued efforts to attract, select, and retain a highly qualified and diverse workforce.

By June 30th of each year, the Superintendent will prepare a recommendation to the Board of Education for a budget that reflects good financial stewardship, including recommendations for possible savings to stakeholders.

Goal 5: Effective communication and community relations

Annually, the Superintendent will provide evidence to the Board of Education of effective internal and external communications and partnerships, which will include evidence of engagement of all community members including those who do not have students in District 203 schools.