

## SUPERINTENDENT EMPLOYMENT CONTRACT

**THIS CONTRACT** made this 20th day of January, 2016, by and between the Board of Education of Canton Union School District No. 66 (hereinafter referred to as “the Board”), and Rolf Sivertsen (hereinafter referred to as “the Superintendent”), pursuant to a Motion of the Board at a meeting of the Board held on January 20, 2016, as found in the Minutes of that meeting.

### WITNESSETH:

For and in consideration of the mutual promises hereinafter contained, it is covenanted and agreed by and between the parties as follows:

1. **TERM.** The Board hereby employs Rolf Sivertsen as the Superintendent of Schools in and for Canton Union School District No. 66 for a period of three (3) years, commencing July 1, 2016 and ending June 30, 2019.

2. **DUTIES.** The duties and responsibilities of the Superintendent shall be all those duties incident to the office of the Superintendent as promulgated by the Board and all duties and responsibilities imposed by the laws of the State of Illinois upon the Superintendent; and in addition, the Superintendent shall serve as the Chief Administrative Officer of the Board and shall perform such other duties normally performed by a Superintendent of schools as from time to time may be assigned to the Superintendent by the Board.

3. **SALARY.** In consideration of the performance of the duties of the Superintendent, the Board shall pay to the Superintendent as base annual salary for the period extending from July 1, 2016 to June 30, 2017, the total sum of no less than One Hundred Thirty-Five Thousand Five Hundred and 00/100 Dollars (\$135,500.00), which amount shall be payable in substantially equal installments in accordance with the payroll procedures of the District. For the period extending from July 1, 2017 to June 30, 2018, the Superintendent shall be paid the total sum of no less than One Hundred Thirty-Eight Thousand Two Hundred Ten and 00/100 Dollars (\$138,210.00), which amount shall be payable in substantially equal installments in accordance with the payroll procedures of the District. For the period extending from July 1, 2018 to June 30, 2019, the Superintendent shall be paid the total sum of no less than One Hundred Forty Thousand Nine Hundred Seventy-Five and 00/100 Dollars (\$140,975.00), which amount shall be payable in substantially equal installments in accordance with the payroll procedures of the District. Any adjustment in salary made during the life of this Contract shall be in the form of a written Amendment, and shall become part of this Contract. No adjustment in salary shall be considered as the making of a new contract between the Superintendent and the Board, or that the termination date of this Contract has in any way been extended or altered.

4. **PENSION.** In addition to the Superintendent's salary, the Board shall pay on behalf of the Superintendent the full amount of an employer paid pension contribution to the Teachers' Retirement System pursuant to 40 ILCS 5/16-152, *et seq.* The Superintendent shall not have any right or claim to said amounts, except as they may become available at the time of retirement or resignation from the 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 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. The purpose of such direct employer payment shall be to defer federal income taxation of such amount, consistent with the provisions of Internal Revenue Code section 414-h(2) and Tax Opinions 81-35 and 81-36.

5. **T.H.I.S.** In addition to the salary of the Superintendent as set forth hereinabove in paragraph 3 the Board shall pay such percentage of the Superintendent's salary as may be required by law on behalf of the Superintendent to the Teacher Health Insurance Security Fund.

6. **ACADEMIC IMPROVEMENT AND STUDENT PERFORMANCE GOALS.** The Superintendent acknowledges that pursuant to Section 10-23.8 of *The School Code*, 105 ILCS 5/10-23.8, this multi-year contract is subject to performance-based goals and indicators. The parties agree the goals and indicators are linked to student performance and academic improvement of the schools within the District.

Annually, the Superintendent, with the assistance of his administrative team, shall: (1) evaluate the assessment results of standardized tests given by the district and the State and annually present recommendations to the board of education for the improvement of such results; (2) evaluate the district's curriculum and annually make recommendations to the board of education to ensure that the district's curriculum is aligned to the appropriate standards as required by the Illinois State Board of Education; (3) evaluate student attendance and drop-out rates and annually recommend to the board of education a plan to improve student attendance and graduation rates; (4) direct the evaluation of textbooks and other instructional materials to ensure that all materials are up to date and appropriate; and (5) evaluate the district technology plan and annually recommend improvements thereto to the board of education.

No later than September 30 of the first contract year and prior to the end of June of each subsequent year of this Contract, the Board and the Superintendent may establish such additional student performance and academic improvement goals including the indicators of student performance and academic improvement determined to measure such goals as the parties deem necessary for the then current school year, a copy of which shall be attached hereto as Exhibit A and incorporated herein. The Board's and Superintendent's decision to add or revise performance goals shall be in implementation of this provision of this agreement and shall not constitute or require an amendment to this agreement.

7. **EVALUATION.** The Board shall evaluate the Superintendent's performance in conformance with established Board policy. No later than January 15, 2017, and not later than January 15 of each subsequent year of this contract and January 15 of any year of any extension of this Contract, the Board shall review with Superintendent, Superintendent's progress toward established goals and working relationships among Superintendent, the Board, the faculty, the staff and the community, and shall consider the Superintendent's annual salary for the next subsequent year of this Contract. During the life of this Contract, and all extensions thereof, it shall be the duty of Superintendent to cause to be placed on the agenda for a regular Board

meeting before January 1 the annual review of his performance and salary, if such review has not already been conducted by the Board; and his failure to comply with this provision shall constitute a material breach of this Contract.

8. **EXTENSION AT END OF TERM.** At the time of the final annual evaluation and assessment under this Contract, the Board and the Superintendent shall engage in discussions from which the parties may mutually agree to extend the employment of the Superintendent for a multi-year period not to exceed five (5) years. If the Board determines not to offer a new contract, the Board shall evaluate the Superintendent so that he receives such evaluation on or before January 15, 2019, and shall notify the Superintendent in writing so that the Superintendent receives the notice no later than February 1, 2019. Said notice shall provide the specific reasons for the Board's determination to not extend the Contract. Failure to provide notice shall extend the contract for one (1) year. In the event the Contract is extended, the Board and the Superintendent shall establish additional goals designed to enhance school wide student performance and academic improvement as well as the indicators to measure the same. Nothing in this paragraph shall prohibit the parties from mutually agreeing to a new contract prior to February 1, 2019, if existing goals are met.

9. **LICENSURE.** The Superintendent shall furnish the Board, during the life of this Contract, a valid and appropriate license to perform duties as the Superintendent in accordance with the laws of the State of Illinois and as directed by the Board.

10. **RELOCATION AND RESIDENCE.** The Board shall pay for actual vouchered expenses incurred in relocating the Superintendent and the Superintendent's family, furniture, household goods and related expenses from Lacon, Illinois to a residence within the boundaries of the School District, up to a maximum of Five Thousand and 00/100 Dollars (\$5,000.00). By a date not later than July 1, 2016, the Superintendent and his immediate family shall establish and maintain their residence and household within the boundaries of the District for the duration of employment.

11. **SICK LEAVE.** The Superintendent shall be awarded fifty (50) sick leave days on the first day of this Contract and shall be entitled to fifteen (15) days of sick leave annually (the first such 15-day award on July 1, 2017). Earned sick leave shall be cumulative to one hundred eighty (180) days and shall be subject to such other provisions as may be contained in school district policies, rules and regulations.

12. **VACATION.** The Superintendent shall be entitled to twenty (20) working days of vacation annually which shall vest on July 1 in each year of this Contract. Vacation shall be exclusive of legal and school holidays. Vacation shall be taken subject to approval of the Board and shall be taken within twelve (12) months of the year in which it is earned. However, upon separation of employment, any unused vacation days shall be paid to the Superintendent at the Superintendent's current per diem pursuant to the Illinois Wage Payment and Collection Act.

13. **MEDICAL/VISION/DENTAL INSURANCE.** The Board shall pay the full cost of the full family insurance premium for hospitalization and major medical insurance coverage for Superintendent. He shall be entitled to the same vision and dental coverage

available through the Board's group insurance carrier as is provided to members of the teacher bargaining unit.

14. **PROFESSIONAL ACTIVITIES AND MEMBERSHIP DUES.** The Board shall pay the cost of the Superintendent's annual membership dues in the Illinois Association of School Administrators, as well as in one (1) other professional organization to be selected by the Superintendent. The Superintendent is encouraged to attend appropriate professional meetings at local and state levels. Within budget constraints and if approved in advance by the Board, such costs of attendance may be paid by the Board upon receipt of a full, itemized account of such costs and appropriate receipts.

15. **MILEAGE AND TRAVEL EXPENSES.** The Board shall reimburse the Superintendent at the mileage rate established by Board policy (current IRS rate) for vouchered reimbursable mileage expenses incurred by the Superintendent while using the Superintendent's personal vehicle for the conduct of approved school district business. Mileage shall be computed from Canton, Illinois, or other origin of the trip, to the destination and back to Canton. Reimbursement shall be pursuant to the District's policies, rules and regulations. Any travel out of state, or any extended or unusual travel expenses must be pre-approved by the Board.

16. **TERMINATION BY AGREEMENT.** During the term of this Contract, the Board and the Superintendent may mutually agree, in writing, to terminate this Contract.

17. **LIQUIDATED DAMAGES.** If the Superintendent terminates his employment during the term of this Contract for reasons other than mutual agreement or disability as defined in Paragraph 20 below, he shall pay liquidated damages to the Board. Liquidated damages shall be an amount equal to Seven and One-Half Percent (7.50%) of the Superintendent's then current annual salary. The Superintendent shall be released only upon payment of said amount.

18. **DISCHARGE FOR JUST CAUSE.** Throughout the term of this Contract, the Superintendent shall be subject to discharge for cause provided, however, the Board shall not arbitrarily or capriciously call for dismissal and the Superintendent shall have the right to service of written charges, notice of hearing and a hearing before the Board. If the Superintendent chooses to be accompanied by counsel at such hearing, all such personal expenses shall be paid by the Superintendent. Discharge for cause shall be deemed a dismissal of the Superintendent on the grounds of incompetence, material breach of this Contract, cruelty, negligence, where the interest of the school is required, or for other sufficient reasons or causes under the laws or statutes of the State of Illinois. Failure to comply with the terms and conditions of this Contract after notification and a reasonable opportunity to correct any remediable cause, where appropriate, shall also be sufficient cause for purposes of discharge as provided in this Contract.

19. **MEDICAL EXAMINATION.** At least once a year during the term of this Contract, the Superintendent shall undergo a comprehensive medical examination by the doctor(s) selected by the Board, the cost of which shall be paid by the District. A copy of the examination or a certificate of the physician certifying the physical competency of the Superintendent shall be delivered to the Board President within ten (10) days after receipt by the Superintendent and shall be treated as confidential information by the Board.

20. **DISABILITY.** Should the Superintendent be unable to perform the duties and obligations of this Contract, by reason of illness, accident or other cause beyond the Superintendent's control and such disability exists after the exhaustion of accumulated leave days and vacation days during any school year, the Board, in its discretion, may make a proportionate deduction from the salary stipulated. If such disability continues for twenty-one (21) consecutive or nonconsecutive work days after the exhaustion of accumulated leave (sick, personal, Family and Medical Leave Act) on days during any school year, 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 before the Board in closed session.

21. **CRIMINAL RECORDS CHECK.** Pursuant to 105 ILCS 5/10-21.9, boards of education are prohibited from knowingly employing a person who has been convicted of committing or attempting to commit the named crimes therein. If a fingerprint based criminal records check required by Illinois law is not completed at the time this Contract is signed, and the subsequent investigation report reveals there has been such a conviction, this Contract shall immediately become null and void.

22. **OTHER WORK.** With the prior approval of the Board, the Superintendent may undertake consultative work, speaking engagements, writing, lecturing or other professional duties and obligations.

23. **NOTICE.** Any notice required under this Contract 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 the Board:

President, Board of Education  
Canton Union School District No. 66  
20 West Walnut Street  
Canton, IL 61520

To the Superintendent:

Mr. Rolf Sivertsen  
(the address listed in current school  
district records)

24. **HEADINGS AND NUMBERS.** Paragraph headings and numbers have been inserted for convenience or reference only, and if there shall be any conflict between any such heading or numbers and the text of this Contract, the text shall control.

25. **COUNTERPARTS.** 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.

26. **CONTENT OF AGREEMENT.** 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. Except as may otherwise be provided herein, no subsequent alteration, amendments, change or addition to this contract shall be binding upon the parties unless reduced in writing and duly authorized and signed by each of the parties.

27. **AGREEMENT GOVERNED BY ILLINOIS LAW.** This Contract is executed in Illinois, and shall be governed in accordance with the laws of the State of Illinois in every respect.

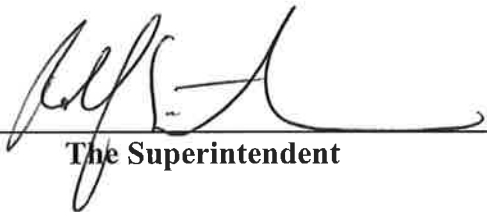
28. **RELEVANT LAW.** This Contract is authorized under the provisions of 105 ILCS 5/10-23.8.

29. **SURVIVAL OF CONTRACT.** This Contract shall be binding upon the parties hereto, their successors and assigns.

30. **SAVINGS CLAUSE.** If any portion of this Contract is deemed to be illegal or unenforceable, the remainder thereof shall remain in full force and effect.

**IN WITNESS WHEREOF,** the parties hereto 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 written above.

1/11/16  
Date

  
The Superintendent


CANTON UNION SCHOOL DISTRICT NO. 66

1/20/16  
Date

By:   
Vice-President, Board of Education

**ATTEST:**

January 20, 2016  
**Date**

  
Secretary, Board of Education