BOARD OF EDUCATION OF PROVISO TOWNSHIP HIGH SCHOOLS DISTRICT 209 COOK COUNTY, ILLINOIS

SUPERINTENDENT EMPLOYMENT AGREEMENT

THIS AGREEMENT is made this 14th day of June, 2022 between the Board of Education of Proviso Township High Schools District 209, Cook County, Illinois ("Board") and Dr. James L. Henderson ("Superintendent").

WHEREAS, the Board and the Superintendent are parties to an employment agreement dated June 8, 2021 ("the First Agreement"); and

WHEREAS, the Board has determined that the Superintendent met and/or exceeded each of the performance goals set forth within the First Agreement; and

WHEREAS, the Board and the Superintendent desire to enter into a mutually binding and mutually beneficial agreement by which Dr. Henderson shall serve and act as the Superintendent and Chief Executive Officer of Proviso Township High Schools District 209 pursuant to the terms, conditions and mutual considerations identified below; and

WHEREAS, the terms of this Employment Agreement were approved in open session of the June 14, 2022 meeting of the Board of Education and is maintained in the personnel file of the Superintendent in the form of this Agreement; and

WHEREAS, this Agreement and its terms shall be in effect beginning at 12:01 a.m. on July 1, 2022 and, by mutual agreement, the First Agreement shall become null and void at that same time.

NOW, THEREFORE, in consideration of the covenants set forth in this Agreement, the sufficiency of which are acknowledged by the parties hereto, the Board and Superintendent agree as follows:

1. <u>EMPLOYMENT</u>. The Board hereby employs Dr. Henderson from the period of July 1, 2022 through June 30, 2027 as the Superintendent of Schools and Chief Executive Officer of the School District. The Board may, by specific action and with the consent of the Superintendent, extend the termination date of this Agreement to the fullest extent permitted by State law.

2. DUTIES. The duties and responsibilities of the Superintendent while employed as Superintendent of the School District shall be those incidental to the office of the Superintendent of Schools as set forth in the job description contained in Board Policy as amended from time to time, the attainment of the student performance and academic improvement goals set forth in or determined pursuant to this Agreement for this position, those obligations imposed by federal or State law upon the Superintendent, and such 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 pursuant to the policies of the Board. The Superintendent is authorized to direct, assign, place and transfer all employees in conformity with all applicable contractual agreements and policies, and shall be charged with organizing and administering the affairs of the School District in a manner and fashion that best serves the School District consistent with Board Policy and subject to the procedures and directions of the Board. The Superintendent shall from time to time suggest regulations, rules and procedures deemed necessary for the well-ordering of the School District to the Board.

3. <u>STUDENT PERFORMANCE AND ACADEMIC IMPROVEMENT</u>. This Agreement is a performance-based contract. Performance goals, including student performance and

academic improvement goals, are attached hereto as Exhibit A. The foregoing goals shall be used by the Board as a tool of improvement to measure the performance and effectiveness of the Superintendent, along with such other information as the Board may determine relevant and/or necessary to said review.

4. <u>COMPENSATION</u>. The Superintendent shall receive the following annual salary amounts during the term of this contract: (1) Two Hundred Sixty Seven Thousand Seven Hundred Fifty Dollars (\$267,750) for the 2022-2023 school year, (2) Two Hundred Seventy Three Thousand One Hundred Five Dollars (\$273,105) for the 2023-2024 school year, (3) Two Hundred Seventy Eight Thousand Five Hundred Sixty Seven Dollars (\$278,567) for the 2024-2025, (4) Two Hundred Eighty Four Thousand One Hundred Thirty Eight Dollars (\$284,138) for the 2025-2026 school year and (5) Two Hundred Eighty Nine Thousand Eight Hundred Twenty One Dollars (\$289,821) for the 2026-2027 school year. In exchange for the salary and the other benefits set forth herein, the Superintendent hereby agrees to devote such time, skill, labor and attention to his employment, during the term of this Agreement (except as otherwise provided in this Agreement), as is necessary in order to perform faithfully the duties set forth herein. In addition to the annual salary amounts set forth above, the Board shall make an annual non-elective employer contributions to accounts in a plan created pursuant to Section 403(b) and Section 457 of the Internal Revenue Code of 1986 (the "Code"), as amended. The annuity payments on behalf of the Superintendent shall be in the following amounts to both accounts identified above: (1) Fifteen Thousand Five Hundred Dollars (\$15,500) for the 2022-2023 school year, (2) Fifteen Thousand Five Hundred Dollars (\$15,500) for the 2023-2024 school year, (3) Fifteen Thousand Five Hundred Dollars (\$15,500) for the 2024-2025 school year, (4)

Fifteen Thousand Five Hundred Dollars (\$15,500) for the 2025-2026 school year and (5) Fifteen Thousand Five Hundred Dollars (\$15,500) for the 2026-2027 school year. Both parties acknowledge that the Superintendent did not have the option of choosing to receive any of the 403(b) or 457 contributions directly or in cash. If any of the amounts set forth herein exceed the maximum allowable contribution to an annuity established pursuant to Sections 403(b) or 457 of the Code, the parties will meet and agree upon an alternative contribution that is permitted by law.

In addition to the gross compensation paid to the Superintendent by the Board as expressed above, the Board shall pick up and pay on the Superintendent's behalf, the Superintendent's entire annual retirement contribution to the Illinois Teachers' Retirement System ("TRS") pursuant to the *Illinois Pension Code* up to a limit of nine percent (9%).

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 TRS. The Superintendent does not have the option of choosing to receive the contributed amounts directly as cash or a deferred election right as opposed to having those contributions paid by the Board directly to the TRS and has no ability to opt out of this pick-up option. These contributions are made as a condition of the Superintendent's employment and for the Superintendent's future service, knowledge and experience.

It is acknowledged and agreed that the Superintendent is a "Tier II" employee for purposes of TRS whose reportable salary to TRS is subject to those limitations imposed by law.

In addition, from the salary amounts set forth above, the Superintendent may elect to reduce and contribute additional amounts from his salary to a tax-sheltered annuity pursuant to Sections 403(b) or 457of the Code. It is understood and agreed that the cost of any 403(b) or 457 contributions which are from a salary withholding agreement shall be deducted from the Superintendent's annual salary and shall not require an expenditure of funds by the Board above the compensation paid to the Superintendent in the form of salary.

The salary payments and annuity contributions described above shall be paid in equal installments in accordance with the policy and/or practice of the Board governing payment of salary to other certificated/licensed members of the professional staff, less such amounts as provided for in this Agreement, and other amounts as may be required by law to be deducted.

5. <u>EVALUATION</u>. The Board and Superintendent agree that during each year of this Agreement, but typically no later than April 1, there shall be an evaluation of the Superintendent's performance under this Agreement by the Board of Education. The evaluation shall be based on a set of goals and objectives developed by the Board in consultation with the Superintendent. Such goals should address, but not be limited to, an examination of the goals set forth in this Agreement, his administration of personnel, his rapport with the School Board and its members and other factors of appraisal that may be established by the parties. The performance of the Superintendent shall be

appraised by the Board and a written evaluation of that performance shall be provided to the Superintendent. Failure of the Board of Education to evaluate the Superintendent as set forth in this paragraph shall not be construed as a material breach of this contract and shall not serve to extend this Agreement in any fashion whatsoever.

6. <u>CERTIFICATE/LICENSE</u>. The Superintendent shall furnish to and maintain for the Board a valid and appropriate certificate/license to act as Superintendent of Schools in accordance with the laws of the State of Illinois and as directed by the Board. The Superintendent will further maintain any and all necessary credentials in order to evaluate the performance of Principals and other administrators during the term of this Agreement. The parties expressly acknowledge and agree that this Agreement is contingent upon the Superintendent maintaining the foregoing certifications, credentials and licensees as specified in this Section and his failure to maintain these certifications renders this Agreement void.

7. <u>OTHER WORK</u>. With the prior agreement of the Board, the Superintendent may undertake consultation work, speaking engagements, writing, teaching a college or university course, lecturing or other professional duties and obligations provided that said outside work is presented to and approved by the Board of Education. Under no circumstances, however, shall this other work interfere in a material and substantial manner with the Superintendent's obligations set forth in this Agreement.

8. <u>TERMINATION OF AGREEMENT</u>. This Agreement may be terminated by:

- A. Mutual agreement of the parties.
- B. Resignation provided the Superintendent gives the Board at least ninety (90) days written notice of the proposed resignation.

C. Discharge for cause. "For cause" means any conduct, act, or failure to act by the Superintendent which is detrimental to the best interests of the School District. 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 for it to determine whether such cause exists. 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 Superintendent may be suspended with pay between the time that the causes in writing are provided and up through the pendency of the termination proceedings. However, the term "termination proceedings" shall only include the period of time up to and including the hearing before the Board and does not include the period of time subsequent to the Board's decision to discharge the Superintendent.

- D. Disability which is established through either a written statement from a licensed physician setting forth that the Superintendent has a disability which precludes him from performing the material functions of his position with or without accommodation for a period of time of three (3) months or more in excess of his accumulated sick and vacation leave time. This determination will not be made until a meeting has been held between the Superintendent and the Board of Education to discuss alternative accommodations which may permit the Superintendent to perform the material functions of his position.
- E. Failure to comply with the terms and conditions of this Agreement after notification and a reasonable opportunity to correct, where appropriate.
- F. Failure to obtain or maintain the certificate/license as Superintendent as set forth in Section 6 of this Agreement.
- G. Failure to satisfactorily complete the performance goals, including the student performance and academic achievement goals, contained herein.
- H. Death of the Superintendent.

9. PROFESSIONAL ACTIVITIES. The Superintendent shall be encouraged to attend

appropriate professional meetings. Within budget constraints, and only with approval by the Board, the costs of attendance, lodging and meals up to those levels approved by Board Policy and/or otherwise by the Board shall be reimbursed provided appropriate documentation to support the expenses is provided.

10. VACATION. The Superintendent shall receive twenty-five (25) workdays of vacation annually. If a vacation request of the Superintendent exceeds five (5) consecutive workdays, the proposal must receive Board pre-approval. The Superintendent may elect to carry over or elect to have the Board buy back up to a maximum of ten (10) vacation days each year of this Agreement but shall never be permitted to have more than thirty-five (35) days of vacation accrued at any time. The Superintendent shall elect this option no later than July 31 of each contract year. Any vacation days which are purchased back in conformity with this section shall be paid upon a per diem of (1/260) of the salary of the previous year in which the days were earned. Absent the ten (10) days described, any other vacation days not used within each school year shall be deemed lost. The Superintendent shall also be entitled to compensated days on all school holidays. Spring, summer and winter non-student attendance periods shall constitute workdays unless specifically scheduled and credited toward the vacation listed above. If vacation days remain accrued at the conclusion of the Superintendent's employment with the Board, these days will be paid in conformity with Illinois law based upon a per diem (1/260) of salary. It is understood and agreed, however, that should this payment create a creditable earnings increase in excess of six percent (6%) for the Superintendent (or otherwise require a penalty to be paid to TRS), the parties agree that the payment due shall be considered a post-severance payment which shall be made thirty (30) days after the Superintendent's last day of service for the Board of Education.

11. <u>SICK LEAVE</u>. The Superintendent shall be entitled to fourteen (14) days per year of sick leave which will be permitted to accumulate up to the maximum permitted by law. In addition, the Superintendent will be provided three (3) "personal business

days" which may be used for purposes other than illness of the Superintendent or other family members as defined by the School Code. Any unused personal business days which remain at the end of the school year shall be converted to sick leave. Accrued sick or personal leave shall not be eligible for reimbursement under any circumstances.

12. <u>HOSPITALIZATION/MAJOR MEDICAL INSURANCE</u>. The Board shall provide and pay the entire premiums for hospitalization, major medical and dental insurance for the Superintendent, his spouse and the dependent members (as defined by the contract of insurance then in effect) of his immediate family during the term of this Agreement. The benefits of such coverage shall be in accordance with the basic insurance coverage provided to certificated/licensed members of the professional staff. Should the Board, during the term of this Agreement, no longer provide insurance coverage for the certificated/licensed staff and/or be subject to an excise tax or penalties based upon the benefit set forth within this paragraph, the benefits provided in this paragraph shall become null and void and the Board shall immediately meet with the Superintendent to determine a monetary equivalent for this benefit or to provide an alternative benefit that does not incur an excise tax or penalty.

13. <u>WHOLE LIFE INSURANCE</u>. The Board shall provide and pay the premiums for a whole life insurance policy for the Superintendent during the term of this Agreement in the amount of Five Hundred Thousand Dollars (\$500,000). The Board shall assign the ownership of the whole life insurance policy to a person or trust designated by the Superintendent, and upon termination of this Agreement shall allow that owner to continue the life insurance at his own expense, provided the assignment is permitted by

the insurance carrier. It is understood and agreed that the Superintendent is not entitled to obtain the cash equivalent of this policy in lieu of receiving the policy.

14. <u>TRANSPORTATION EXPENSE</u>. The Superintendent shall receive a Five Hundred Dollar (\$500) monthly allowance, for any necessary automobile travel expenses. Additionally, the Superintendent shall be reimbursed for automobile travel expenses as a result of business travel outside of the District relating to the Superintendent's employment in order to perform District business. Automobile travel expenses shall be determined at the Internal Revenue Service mileage rate. The Superintendent shall submit appropriate substantiation of all expenses incurred in all business travel for which reimbursement is sought.

15. <u>CELLULAR TELEPHONE AND TECHNOLOGY</u>. The Board shall provide the Superintendent with a cellular telephone device with such services and capabilities as deemed necessary by the Board. This telephone and/or any other cellular telephone device provided by the Board subsequent thereto shall be considered property of the Board and shall be returned at the conclusion of the Superintendent's employment. Additionally, the Board shall provide the Superintendent with a District-owned laptop computer and a tablet (I-pad or equivalent) for his use which shall also be considered property of the Board and shall be returned at the conclusion of the Superintendent's employment. The Superintendent may utilize the technology described in this paragraph for de minimus personal use provided, however, that the Superintendent shall not have any expectation of privacy in District-owned technology.

16. <u>MEMBERSHIP DUES</u>. The Superintendent shall be reimbursed for all dues and membership fees for those organizations to which he wishes to join and which he believes

bring a benefit to the education of the students of the District provided that such dues and memberships are subject to prior Board approval.

17. <u>BUSINESS EXPENSES</u>. It is anticipated and agreed that the Superintendent shall be required to incur certain business expenses while performing official business of the Board. As such, the Board agrees to reimburse the Superintendent for any such reasonable business expenses, incurred by him on behalf of the Board, subject, however, to the Superintendent's substantiation of the expense through an itemized signed voucher setting forth the expense along with documentation supporting the necessity of said expense and the Board's approval of such expenses and conformity with the amounts set forth by Board Policy. The Board shall further pay or reimburse the Superintendent for reasonable expenses incurred by the Superintendent in the continuing performance of his duties under this agreement.

18. <u>NOTICE</u>. 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 mail, or certified mail, postage prepaid, addressed:

If to the BOARD, to:	BOARD OF EDUCATION 8601 Roosevelt Rd. Forest Park, IL 60130
If to the SUPERINTENDENT, to:	Dr. James Henderson (at the last address of the Superintendent contained in official Business Office records of the Board.)

19. PROFESSIONAL LIABILITY. The Board agrees that it shall 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 District provided the incident arose while the Superintendent was acting within the scope of his employment and excluding criminal litigation/defense and such liability coverage as is beyond the authority of the Board to provide under state law such as losses for punitive damage awards. In no case, will individual Board members be considered personally liable for indemnifying the Superintendent against such demands, claims, suits, actions and legal proceedings.

20. <u>EARLY TERMINATION.</u> In the event that the Board terminates this Agreement for any reason prior to June 30, 2025, the Board shall pay to the Superintendent the remaining balance of his salary, annuity and benefits through June 30, 2025 as set forth in this Agreement. Payment pursuant to this paragraph shall be the Superintendent's sole and exclusive remedy for damages for the 2022-2023, 2023-2024 and 2024-2025 contract years due to such termination prior to June 30, 2025. The Superintendent retains any cause of action he may have for damages resulting from the loss of salary, annuity and benefits for the 2025-2026 and 2026-2027 contract years.

21. <u>TENURE WAIVER</u>. The Superintendent acknowledges that pursuant to the *School Code*, he waives any right to tenure during the term of this Agreement in the District by virtue of entering into this multi-year agreement and that any years of service acquired during this term do not apply towards an accrual of tenure.

22. MISCELLANEOUS

A. This Agreement has been executed in Illinois, and shall be governed in accordance with the laws of the State of Illinois in every respect. The parties agree that any dispute arising under this Agreement shall be brought in the Circuit Court of Cook County, Illinois or the United States District Court for the Northern District of Illinois regardless of the

residences of any parties at the time of any dispute arising based upon the employment relationship expressed herein.

- 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 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. It is understood and agreed that all compensation, benefits and leaves of absence available to the Superintendent are set forth herein and that the Superintendent is not entitled to any leaves, benefits or compensation otherwise provided to teaching personnel.
- E. This Agreement 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. The Board has relied upon the advice and representation of counsel selected by it respecting the legal liabilities of the parties, if any. If the Superintendent decides to act without the advice of counsel or against the advice of his counsel, his conduct was voluntary and without threat or coercion.
- G. Except as may otherwise be provided, no subsequent alteration, change, or addition to this Agreement 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 here-from, and the remainder of this Agreement shall continue to have its intended full force and effect.

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 and Secretary on the 14th day of June, 2022, and have attached it to the closed session minutes of the Board on that date.

SUPERINTENDENT

Dr. James L. Henderson

BOARD OF EDUCATION OF PROVISO TOWNSHIP HIGH SCHOOLS DISTRICT 209

BY:

President, Board of Education

ATTEST:

Secretary, Board of Education

<u>EXHIBIT A</u>

PERFORMANCE GOALS AND INDICATORS FOR DR. JAMES L. HENDERSON

Goal I:

The Superintendent shall be responsible for the improvement of student performance and academic achievement.

The Superintendent shall provide leadership to the District Cabinet and the faculty in school improvement planning which enhances student achievement and performance.

INDICATORS OF SUCCESS

• The Superintendent shall facilitate the use of local, state, and national testing and other appropriate data collection to serve as the basis for the development of school improvement plans for the school years 2022-2027. Annual reports of student progress on state and national tests will be made to the Board during the months of January and July.

• The Superintendent shall, with the assistance of the administrative staff and external resources as available, conduct an analysis of individual and collective (school) performance data and report the results to the Board on an annual basis and propose plans for improvement of graduation rates, college readiness and truancy/attendance rates. These improvement plans will be shared with the Board by the end of January.

• The Superintendent shall, with the assistance of the administrative staff and faculty, conduct a regular review of all curriculum areas annually. A report of this review and appropriate recommendations shall be made no later than January 30.

• The Superintendent shall, with the assistance of the administrative staff and outside resources as appropriate, plan and deliver a systematic program of staff development in curricular/instructional/assessment areas that will support staff in enhancing student performance. An annual report on this staff development shall be made to the Board by January 30th.

• The Superintendent shall, with the assistance of the administrative staff, faculty, paraprofessionals and outside resources as appropriate, provide an instructional program which supports students with special education or remedial education needs. Student progress will be reported to the Board on an annual basis by January 30th.

• The Superintendent shall, with the assistance of the administrative staff, faculty, and outside resources as appropriate, implement Board desired possible alternatives to suspension and expulsion, when appropriate, so that disciplined students may continue their educational program in alignment with Board Policies.

• The Superintendent shall monitor and continue to implement any School Improvement and/or Transformation Plans and shall recommend any modifications to the same after consultation with building leaders on an annual basis.

Goal II:

The Superintendent shall be responsible for ensuring the financial stability and wellbeing of the District and shall institute measures to ensure the efficient and efficient operation of the District.

The indicators of success for this goal shall be as follows:

The Superintendent is responsible for the fiscal and business management of the District and shall at all times serve as the financial leader for the Proviso Township High Schools District 209.

INDICATORS OF SUCCESS

• The Superintendent shall, with the assistance of the administrative staff and faculty, provide data and analysis data related to district finances to the Board of Education at monthly board meetings.

• The Superintendent shall seek guidance and input from approved and appropriate outside resources on potential solutions to concerns related to district finances.

• The Superintendent shall provide financial recommendations to the Board of Education.

• The Superintendent shall, with the assistance of the administrative staff and faculty, educate the School Community on the status of the district finances bi-annually at Board meetings and community hearings.

• The Superintendent shall evaluate all extracurricular assignments annually based upon cost, student participation and contribution to the overall educational experience of the students and make recommendations for the continuation of programs/positions.

• The Superintendent shall develop a process for purchasing supplies and equipment at reduced rates and/or through cooperative purchasing if permissible under State law and approved by the Board of Education.

• The Superintendent shall implement a process to inventory and track district equipment and to ensure the fidelity of the District purchasing process.

• The Superintendent shall complete staffing projections for all departments/schools based upon enrollment data/building utilization no later than February in order to create an accurate budget.

• The Superintendent shall implement an inventory control system for the Facilities and Transportation Departments as well as instructional programs.

• The Superintendent shall examine current practices in ordering supplies/materials and how materials are accounted for daily:

a. Conduct analysis of inventory solutions available to school district.

b. Select an inventory system to be implemented.

• The Superintendent shall create a five-year curriculum review process for text/material purchase and move to a digital curriculum.

- The Superintendent shall monitor and implement the Five-Year Financial Plan adopted by the Board of Education and continue with continued financial planning based upon historical spending, estimates of expenditures, plans for programmatic changes and conservative estimates of expected revenue and which shows a sustainable revenue/expense ratio.
- The Superintendent shall oversee and implement the Facilities Master Plan adopted by the Board of Education to ensure that the plan is completed in a timely fashion and within the budget structure approved by the Board of Education.
- The Superintendent shall institute measure to ensure that the fiscal integrity of the District is maintained at all times and which guards against and prevents fiscal impropriety, misfeasance or malfeasance from occurring.

Goal III:

The Superintendent shall provide leadership to the District to improve parent/community involvement.

INDICATORS OF SUCCESS

• The Superintendent will meet with Board members on a weekly basis either in person or via electronic sources to ensure that all Board members maintain an up-to-date and accurate understanding of the District operations and management.

• The Superintendent will communicate effectively with all Board members through an electronic board packet format and other mediums as determined by each individual member.

• The Superintendent shall analyze parent attendance data during conferences and open houses.

• The Superintendent shall analyze volunteer record data and create plans to increase volunteer opportunities and participation in addition to community involvement with District schools.

• The Superintendent shall reach out to the Proviso Township Public School District-209 community through mailings, automated phone calls and the district website to increased parent involvement and attendance on school committees.

• The Superintendent shall ensure that all Board, committee, and school events are well advertised through multiple mediums and, in most cases, in both English and Spanish.

• The Superintendent shall actively seek out parent and community involvement for important policy and budget decisions by holding forums, surveys and information sessions throughout the school year.

• The Superintendent shall continue to develop the school website to share important, relevant, and up to date information.

• The Superintendent will create a process for ensuring the utilization of School-Parent compacts and for monitoring the same.

Rating and Evaluation

The Board and Superintendent agree that his performance and success with respect to these goals will be evaluated using a 5-point scale for each indicator within each of the three goals.