

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

**PRINCIPAL
EMPLOYMENT AGREEMENT**

THIS AGREEMENT is made this 12th day of March, 2019 between the Board of Education of Proviso Township High Schools District 209, Cook County, Illinois (“Board”) and Dr. Patrick B. Hardy (“Principal”).

WHEREAS, the Principal is currently employed by the Board pursuant to a performance-based employment contract which is scheduled to expire on June 30, 2019 (“the Original Agreement”); and

WHEREAS, the Board has determined that Dr. Hardy has met or exceeded the goals and indicators of student performance which were contained in the Original Agreement; and

WHEREAS, the Board and the Principal desire to enter into a mutually binding and mutually beneficial agreement by which Dr. Patrick B. Hardy shall serve and act as a Principal for Proviso Township High Schools District 209 pursuant to the terms, conditions and mutual considerations identified below;

WHEREAS, the terms of this Employment Agreement were approved in open session of the March 12, 2019 meeting of the Board of Education and a March ____, 2019 meeting of the Financial Oversight Panel, and are maintained in the personnel file of the Principal in the form of this Agreement.

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 Principal agree as follows:

1. EMPLOYMENT. The Board hereby employs Dr. Patrick B. Hardy for the period of July 1, 2019 through June 30, 2021. It is understood and agreed that the terms of the Original Agreement shall remain in effect until July 1, 2019.

Dr. Hardy shall be employed as a Principal in the District subject to the other conditions of this Agreement. It is understood and agreed that the Board of Education retains the right to transfer the Principal to any other position within the District for which he is qualified unilaterally and without cause provided that the term, salary and benefits set forth within this Agreement are not diminished. In addition, the Board may, by specific action and with the consent of the Principal, extend the termination date of this Agreement to the fullest extent permitted by State law.

2. DUTIES.

a. The duties and responsibilities of the Principal while employed as a Principal shall be those incidental to the office of Principal as set forth in the job description contained in Board Policy as amended from time to time, the job description attached hereto as Exhibit A 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 Principal, and such other professional duties customarily performed by a Principal or as from time to time may be assigned to the Principal by the Superintendent or the Board of Education.

b. The Principal shall devote his time, attention and energy to the business of the School District and as is necessary in order to perform faithfully the duties set forth herein. However, the Principal may serve as a consultant to other districts or educational agencies, lecture, engage in writing activities, speaking engagements, and engage in other activities that are of a short-term duration with the approval of the Superintendent. Any work performed for individuals and/or entities outside of the School District by the Principal must not interfere with his performance of his duties as required under this Agreement. If such outside work is deemed to interfere with his performance of duties under this Agreement, the Superintendent shall notify him that the outside work must be terminated immediately and the Principal shall comply with this directive.

c. The Principal understands and agrees that as an employee of the Board he is expected to act at all times: (1) in a manner of high integrity, (2) within the bounds of the law and board policy, (3) in a manner that does not endanger the safety of the students, faculty, or other administrators of the School District and (4) in a manner which does not bring the reputation of the School District into disrepute.

3. STUDENT PERFORMANCE AND ACADEMIC IMPROVEMENT. This Agreement is a performance-based contract. Student performance and academic improvement goals are attached hereto as Exhibit B. The foregoing goals shall be used by the Board and/or Superintendent to measure the performance and effectiveness of the Principal, along with such other information as the Superintendent or Board may determine relevant and/or necessary.

4. COMPENSATION.

a. The Principal shall receive an annual salary of One Hundred Sixty Eight Thousand Six Hundred Thirty Two Dollars (\$168,632) for the 2019-2020 school year. This annual salary shall be based upon a contractual year of July 1 through June 30.

From the salary set forth above, the Principal may elect to reduce and contribute from his salary to a tax sheltered annuity pursuant to Section 403(b) of the Internal Revenue Code of 1986 (the "Code"), as amended. It is understood and agreed that the cost of any 403(b) contributions which are from a salary withholding agreement shall be deducted from the Principal's annual salary and shall not require an expenditure of funds by the Board above the compensation paid to the Principal in the form of salary.

b. The Board shall pay the entire required contribution on behalf of the Principal to the Teachers' Retirement System of the State of Illinois by deducting it from the salary provided in Section 4(a) of this Agreement and remitting it to the Teachers' Retirement System of the State of Illinois. The Principal shall not have any right or claim to said amounts paid on his behalf by the Board to the Teachers' Retirement System, except as it may become available at the time of retirement, resignation or otherwise permitted from the Teacher's Retirement System. Both parties acknowledge that the Principal did not have the option of choosing to receive the contributed amounts directly instead of having such contribution paid by the School District to the Teachers' Retirement System, and further acknowledge that such contributions are made as a condition of employment to secure the Principal's future services, knowledge and experience.

c. The salary described above shall be paid in equal installments in accordance with the policy 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.

5. EVALUATION. The Board and Principal agree that during each year of this Agreement, and by no later than March 1, there shall be an evaluation of the Principal's performance under this Agreement by the Superintendent and/or any other legally qualified individual. This evaluation shall be conducted in conformity with the Illinois School Code in addition to any other relevant laws and/or regulations adopted by the Illinois State Board of Education. In addition to those items required by law, the evaluator shall also consider the District's Principal evaluation plan and the performance goals attached as Exhibit B. Failure to perform a performance evaluation shall not be considered a material breach of this Agreement and shall not otherwise serve to extend this Agreement unless said extension is required by law.

6. CERTIFICATE/LICENSE. The Principal shall furnish to and maintain for the Board a valid and appropriate certificate/license to act as a Principal and school administrator in accordance with the laws of the State of Illinois and as directed by the Board. The Principal will further acquire and maintain any and all necessary credentials required by law or the Illinois State Board of Education in order to evaluate the performance of certified teachers and principals/assistant principals during the term of this Agreement. The parties expressly acknowledge and agree that this Agreement is contingent upon the Principal maintaining the foregoing certifications, credentials and licenses as specified in this Section and his failure to maintain these certifications renders this Agreement void.

7. TERMINATION OF AGREEMENT. This Agreement may be terminated by:

A. Mutual agreement of the parties.

- B. Resignation provided the Principal gives the Board at least sixty (60) days written notice of the proposed resignation.
- C. Discharge for cause. "For cause" means any conduct, act, or failure to act by the Principal which is detrimental to the best interests of the School District. Reasons for discharge for cause shall be given in writing to the Principal, who shall be entitled to notice and a hearing before the Board for it to determine whether such cause exists. If the Principal chooses to be accompanied by legal counsel, he shall bear any costs therein involved. The Board hearing shall be conducted in closed session.

The Principal may be suspended without 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 Principal. If the Board of Education determines that there are not sufficient grounds to discharge the Principal, any and all salary withheld during the period of suspension without pay shall be paid to him within fourteen days of the Board's determination unless an unpaid suspension is issued as a disciplinary consequence.

- D. Disability which is established through either a written statement from a licensed physician setting forth that the Principal 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 Principal and the Board of Education and/or its' Superintendent to discuss alternative accommodations which may permit the Principal to perform the material functions of his position. It is understood and agreed upon by the parties, however, that the regular on-site attendance of the Principal on the grounds of the District and at District related functions, including meetings of the Board of Education, is a material function 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 set forth in Section 6 of this Agreement.
- G. Failure to satisfactorily complete the student performance and academic achievement goals contained herein.
- H. Death of the Principal.

8. VACATION. The Principal shall receive twenty (20) work days of vacation annually based upon an employment year of July 1 through June 30. All vacation dates shall be approved by the Superintendent in advance of the Principal taking vacation. The Principal shall also be entitled to compensated days off on all school holidays observed by the District. Spring, summer and winter non-student attendance periods shall constitute work days unless specifically scheduled and credited toward the vacation listed above. Any vacation days not used during each year between July 1 and June 30 shall be deemed forfeited and will not be available to be rolled over or paid. If vacation days remain accrued at the conclusion of the Principal's employment with the Board, these days will be paid in conformity with Illinois law based upon a per diem (1/260) rate of pay. It is understood and agreed, however, that should this payment create a creditable earnings increase in excess of six percent (6%) for the Principal (or otherwise require a penalty to be paid by the Teachers' Retirement System), the parties agree that the payment due shall be considered a post-severance payment which shall be made thirty (30) days after the Principal's last day of service for the Board of Education (or any other type of payment that would not result in a penalty to be paid to the Teachers' Retirement System).

9. SICK LEAVE. The Principal shall be entitled to fourteen (14) days per year of sick leave with a maximum accumulation of unused sick leave days permitted by Illinois law. In addition, the Principal shall be entitled to three (3) "personal business days" which may be used for purposes other than illness of the Principal or other family members as defined by the School Code. Accrued sick or personal leave shall not be eligible for reimbursement under any circumstances.

10. HOSPITALIZATION/MAJOR MEDICAL INSURANCE. The Board shall provide and pay the entire premiums for hospitalization, major medical and dental insurance for the Principal, 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 certified staff pursuant to the collective bargaining agreement between the Board of Education and the Proviso Teachers Union Local 571 as amended from time to time. 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, this paragraph shall become null and void and the Board shall immediately meet with the Principal to determine a monetary equivalent for this benefit or to provide an alternative benefit that does not incur an excise tax or penalty.

11. TERM LIFE INSURANCE. The Board shall provide and pay the premiums for a term life insurance policy for the Principal during the term of this Agreement in the amount of One Hundred Thousand Dollars (\$100,000). The Board shall assign the ownership of the term life insurance policy to a person or trust designated by the Principal, and upon termination of this Agreement shall allow the 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 Principal is not entitled to obtain the cash equivalent of this policy in lieu of receiving the policy.

12. TRANSPORTATION EXPENSE. The Principal shall be required, as a condition of employment, to use an automobile to visit the sites of schools, attend Board and community functions, and to attend conferences, meetings and workshops. The Principal

shall be entitled to reimbursement for any necessary automobile travel. Automobile travel expenses shall be determined at the Internal Revenue Service mileage rate. The Principal shall submit appropriate substantiation of all expenses incurred in all business travel for which reimbursement is sought and in conformity with Board Policy.

13. TUITION REIMBURSEMENT. The Principal shall be entitled to tuition reimbursement under the terms set forth herein. Eligibility for tuition reimbursement shall be contingent on prior approval of the class or education program (i.e., Masters of Special Education) by the Superintendent and when said class or program is in the field of education and provides a benefit to the services provided to the District. The reimbursement amount shall be 75% of the tuition cost when a grade of "A" is earned by the Principal and 50% of the tuition cost when a grade of "B" is earned by the Principal ("Reimbursement Rates"). There shall be no reimbursement for any uncompleted class and no reimbursement for any class where a grade lower than a "B" was earned by the Principal. Tuition reimbursement requests shall be submitted within sixty (60) days of receipt of a final grade and shall be accompanied by an official record or records indicating the course taken, the grade received and the cost of said course.

In order to be eligible for tuition reimbursement, the Principal agrees that he shall not voluntarily resign his employment with the Board for a period of three (3) years of the conclusion of any school year in which a tuition reimbursement is received. The Principal will execute a separate addendum to this effect upon request for reimbursement. In addition, the Principal agrees to voluntarily execute any and all documents necessary to withhold any amounts due from his final paycheck which become due as a result of his voluntary resignation within the three (3) year period described in this paragraph. Should

the Principal refuse to execute such a withholding agreement and/or otherwise fail to repay the District for any reimbursement owed to it by way of this paragraph, he agrees that he shall be liable for any and all costs, including reasonable attorneys' fees, incurred by the District in instituting any action to recover the amount due hereunder.

The reimbursement amount for approved and eligible coursework shall be paid at 100% of the Reimbursement Rate for classes taken within the last school year, 66% of the Reimbursement Rate for classes taken within the last two (2) school years and 33% of the Reimbursement Rate for classes taken within the last three (3) school years.

14. RENEWAL. The Board shall notify the Principal of its intent to renew this Agreement no later than April 1 of the final year of this Agreement. In the event that such notice is not sent to the Principal by this date, it shall be deemed that the School District has renewed this Agreement for a period of one (1) school year extending the termination date set forth herein but leaving any and all other benefits at the same level as the previous year.

15. NOTICE. 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 PRINCIPAL, to:

Dr. Patrick B. Hardy
(at the last address of the
Principal contained in official records of
the Board.)

16. PROFESSIONAL LIABILITY. The Board agrees that it shall defend, hold harmless, and indemnify the Principal from any and all demands, claims, suits, actions and legal proceedings brought against the Principal in his individual capacity, or in his official capacity as agent and employee of the District provided the incident arose while the Principal was acting within the scope of his employment and excluding criminal litigation. Except that, in no case, will individual Board members be considered personally liable for indemnifying the Principal against such demands, claims, suits, actions and legal proceedings.

17. TENURE WAIVER. The Principal acknowledges that pursuant to the *School Code*, he waives any rights to those benefits set forth in Sections 24-11 through 24-16 of the Illinois School Code including, but not limited to, tenure rights during the term of this Agreement in the District by virtue of entering into this multi-year agreement.

18. 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.

- E. This Agreement shall be binding upon and inure to the benefit of the Principal, 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 Principal 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 herefrom, 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 12th day of March, 2019.

Principal

Dr. Patrick B. Hardy

BOARD OF EDUCATION OF PROVISO
TOWNSHIP HIGH SCHOOLS DISTRICT 209

BY:

President, Board of Education

ATTEST:

Secretary, Board of Education

EXHIBIT "A"

JOB DESCRIPTION, DUTIES AND EXPECTATIONS

Job Title: Turnaround Principal

Description:

The turnaround principal will provide transformational leadership to planning, launching and managing a turnaround school. This includes implementing the district's strategies which focus on high student achievement; building a positive school climate that supports the whole student; leveraging research and data to drive initiatives and instruction; and building a high-performing staff and leadership team to achieve the school's vision and goals. The turnaround principal will collaborate with parents, community members, the district administrators, as well as other internal/external resources and stakeholders to implement new educational programs, capital improvements, systems, tools and other resources to accelerate student achievement.

Education and Skills:

- Type 75 and Type 09 certificate
- Proven and solid experience as a principal
- Successful teaching experience at the secondary level
- A proven track record of improving student achievement
- A high sense of integrity and ethics
- A strong commitment to educational excellence
- Practices excellent written, verbal and presentation skills
- Values curriculum development and renewal
- Ability to develop leadership skills in others
- Ability to work effectively with students, staff, and colleagues
- Exhibits ability to interact with community, parent organizations, student organizations, and local government and business
- Ability to work within District, State and Federal guidelines and policies
- Demonstrated ability to set and achieve realistic educational goals
- Demonstrated fiscal responsibility
- Instructional leader
- Pro-active problem solver who brings staff into decision-making process
- Personable, sense of humor, approachable, and professional
- Exceptional managerial skills, including skills in managing building-level budgets
- Experience working with diverse student populations

- Experience working with scheduling
- Experience writing teacher and staff evaluations
- Strong organizational and time management skills

Turnaround Principal Competencies:

Turnaround principals must demonstrate additional competencies that are critical to succeeding in a turnaround school:

Results Orientation:

- Sets high performance goals for themselves and others despite instability, low expectations and obstacles to success.
- Creates a sense of urgency and takes immediate action to ensure early successes.
- Establishes and monitors high standards for excellence with students, teachers, staff and other stakeholders.
- Aligns school resources and prioritizes activities to achieve maximum results based on vision and goals.
- Relentlessly focuses school activities on student achievement.

Action Orientation:

- Effectively plans and takes action to achieve goals and objectives without direction, but consistent with District expectations.
- Consistently identifies potential issues and obstacles and proactively takes action to create and implement solutions.
- Formulates and executes on action plans despite ambiguity, obstacles or resistance.

Impact and Influence

- Establishes a culture of learning and achievement.
- Acts consistently to influence others' thinking and behavior to achieve results.
- Communicates a clear vision of success and benefits to engage others.
- Effectively identifies and engages stakeholders (e.g. parents, community) to drive consensus, build trust and facilitate change.
- Is able to anticipate and respond to stakeholder concerns and identify and engage key influencers and community resources necessary for success.
- Influences others to take action and demands change.
- Develops and leads high performing teams.
- Effectively builds and organizes adult teams to mirror vision and produce maximum results.
- Understands team strengths and gaps.
- Selects assignments to build team capacity.
- Effectively delegates to others and engages team in decision-making.

- Encourages learning and consistently provides instruction, expectations, feedback and other developmental activities to encourage leadership and build capacity.
- Consistently inspires excellence and promotes high morale.

Planning and Problem Solving

- Quickly recognizes patterns and trends related to school performance.
- Analyzes complex information to formulate strategic vision and develop action plans.
- Identifies appropriate metrics and uses qualitative and quantitative data to assess performance and drive goals and decision making.
- Recognizes cause and effect between instructional activities and results.
- Develops right balance of strategic and tactical plans to achieve immediate success while maintaining long-term vision.
- Develops effective processes to achieve desired results.

Confidence to Lead

- Demonstrates appropriate judgment in balancing need for autonomy and works within District parameters.
- Consistently takes on challenging situations and believes in a ability to effect change.
- Demonstrates strong commitment to others and presents ideas with confidence.
- Takes risks to achieve vision and goals, even if they deviate from the norm.
- Takes personal responsibility for mistakes and learns from them, while consistently following up with analysis and corrective action.

EXHIBIT B

PERFORMANCE GOALS AND INDICATORS FOR Dr. Hardy

Goal I:

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

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

1. An annual increase in East graduation rate of 1.5%. For purposes of this indicator, “graduation rate” shall be defined as set forth in 34 CFR §200.19(b)(1)-(9).
2. An annual increase in East college readiness of 1.5%. For purposes of this indicator “college readiness” shall be defined as that measure is calculated by ISBE for purposes of the school report card.
3. An annual decrease in students deemed chronically or habitually truant of 1.0%. For purposes of this indicator, a student who is a “chronic or habitual truant” shall be defined as set forth in 105 ILCS 5/26-2a.
4. The Principal will work with the Assistant Superintendent of Academics to produce an annual examination of programs of study leading to an increased in industry certifications. For purposes of this indicator FY 19 data will be use as baseline data.
5. An annual increase of 35 points on the combined FY20 – FY21 SAT average score total from January 2020 and January 2021.

Goal II:

The Principal shall be responsible for ensuring the financial stability and well-being of East and shall institute measures to ensure the efficient and efficient operation of the school

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

1. The Principal shall work collaboratively with the Superintendent and CFO in order to develop and implement a five-year Financial Plan that adheres to a long range financial outlook and shows a sustainable revenue/expense ratio over the life of the 5 year plan.
2. The Principal will work on creating and maintaining balanced budgets to ensure that the school budget is responsibly and appropriately allocated each year in order to most effectively reach the educational goals of their building.

3. The Principal will work with the Superintendent and CFO and community in order to secure exemplary execution of the Facilities Master Plan.
4. The Principal will work with the Assistant Superintendent of Human Resources to recruit and retain highly qualified and effective staff throughout the year. For purposes of this indicator all instructional positions that are vacant for more than 45 days must be documented and shared with the Superintendent of Schools before October 15th, December 15th, March 15th, and May 15th.

Goal III:

The Principal shall implement programs and practices to empower families and the community to be engaged in dialogue, deliberation and collaborative thinking around common interests for the all District schools and for the development and implementation of ideas, programs and services that improve the District.

The indicators of success for this goal shall be:

1. The Principal shall ensure alignment of East goals to the District goals, objectives, strategies and initiatives among all stakeholders in order to increase capacity and engagement at East designed to meet student needs and remove barriers to student success. This shall include, but not be limited to, working on articulation with foundational schools and in alignment with all Offices and Departments as per local, state or federal guidelines.
2. The Principal will define and implement a communication plan for internal and external communication designed to promote East as a professional, responsive and well-managed organization dedicated to student achievement and articulation.
3. The Principal will implement the District process for ensuring the utilization of School-Parent compacts and for monitoring the same with annual increases relative to signed compacts. For the purposes of this indicator, the 2018-2019 data will be used as a baseline.
4. The Principal will use the guidelines as stated in the Parent Compacts and increase parental engagement at the school. For purposes of this indicator the Principal will provide baseline data from FY 19 to be consider and approved by the evaluator before June 30, 2019.