

**BOARD OF EDUCATION
REAVIS HIGH SCHOOL DISTRICT 220
COOK COUNTY, ILLINOIS**

SUPERINTENDENT EMPLOYMENT AGREEMENT

THIS AGREEMENT is made this 16th day of June, 2020 between the Board of Education of Reavis High School District 220, Cook County, Illinois (“Board”) and Dr. Daniel Riordan (“Administrator”) or (“Superintendent”).

WHEREAS, the Board and the Administrator desire to enter into a mutually binding and mutually beneficial agreement by which Dr. Daniel Riordan shall serve and act as the Superintendent of Reavis High School District 220 pursuant to the terms, conditions and mutual considerations identified below;

WHEREAS, the parties agree that this agreement will become effective on July 1, 2020 and that, at that time, any previous agreements between the Board and Administrator shall become null and void;

WHEREAS, the Board has determined that Administrator has met any and all student performance and academic achievement goals contained in his prior employment agreement with the Board;

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

1. EMPLOYMENT. During the term beginning July 1, 2020 and running through June 30, 2025, Daniel J. Riordan, Ed.D. shall be employed as the Superintendent for the District.

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 under the policies of the Board and at the discretion of the Board. The Superintendent shall direct, assign, place and transfer all employees, and shall organize and administer the affairs of the School District as best serves the School District consistent with Board Policy 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. The parties agree, however, that the Superintendent shall not have a property interest in any of his job duties contained herein or in his title.

3. STUDENT PERFORMANCE AND ACADEMIC IMPROVEMENT. This Agreement is a performance-based contract. Attached to this contract as Exhibit A are the performance goals agreed to between the Superintendent and the Board of Education. The Board and the Superintendent agree that these goals include indicators of student performance and improvement. The foregoing goals shall be used by the Board to measure the performance and effectiveness of the Superintendent, along with such other information as the Board may determine as relevant and/or necessary.

4. COMPENSATION. The Administrator shall receive an annual salary of Two Hundred and Twenty-Four Thousand Dollars (\$224,000...a 0% increase from the previous year) for the period between July 1, 2020 and June 30, 2021. The Administrator will receive an annual salary of Two Hundred and Twenty-Six Thousand and Two-Hundred and Fifty Dollars (\$226,250...a 1% increase from the previous year) for the period between July 1, 2021 and June 30, 2022. The Administrator will receive an annual salary of Two Hundred and Thirty-Three Thousand and Fifty Dollars (\$233,050...a 3% increase from the previous year) for the period between July 1, 2022 and June 30, 2023. The Administrator will receive an annual salary of Two Hundred and Forty Thousand Dollars (\$240,000...a 3% increase from the previous year) for the period between July 1, 2023 and June 30, 2024. The Administrator will receive an annual salary of Two Hundred and Fourty-Seven Thousand and Two-Hundred and Fifty Dollars (\$247,250...a 3% increase from the previous year) for the period between July 1, 2024 and June 30, 2025. The Administrator 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.

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, less such amounts as provided for in this Agreement, and other amounts as may be required by law.

5. ANNUITY. The Board shall also pay into an annuity/403b, of the Superintendent's choosing, in the amount of Fifteen Thousand and Six-Hundred Dollars (\$15,600) annually, starting in July 1, 2020 to June 30, 2022. The Board shall pay into the

annuity/403b for the Superintendent in the amount of Sixteen Thousand and Nine-Hundred Dollars (\$16,900) annually, starting in July 1, 2022 to June 30, 2023. The Board shall pay into the annuity/403b for the Superintendent in the amount of Eighteen Thousand and Two-Hundred Dollars (\$18,200) annually, starting in July 1, 2023 to June 30, 2024. The Board shall pay into an annuity/403b for the Superintendent in the amount of Nineteen Thousand and Five-Hundred Dollars (\$19,500) annually, starting in July 1, 2024 to June 30, 2025. The payments described in this paragraph shall be considered additional compensation which the Superintendent shall contribute from his salary to a tax sheltered annuity pursuant to Section 403(b) of the Internal Revenue Code of 1986 as amended (“the Code”). The Superintendent shall also be entitled to contribute from his salary an additional amount of compensation to the tax sheltered annuity which is equal to, when added to the amounts provided from above, the maximum amount permitted by Section 403(b) of the Code. It is understood and agreed that the cost of the additional contributions to the tax sheltered annuity shall be deducted directly from the Superintendent’s annual salary (which shall include the additional compensation as set forth in this paragraph) and shall not require an expenditure of funds by the Board above the compensation paid to the Superintendent in the form of salary.

6. EVALUATION – The Board and the Administrator agree that during each year of this Contract, on or before March 1, there shall be a written evaluation of the Administrator’s performance under this Agreement by the Board. The evaluation shall be based upon the goals approved by the Board and the Superintendent and other factors deemed necessary by the Board in its sole discretion. The Superintendent shall notify the Board no later than January 31 of each year that it is required to so evaluate him. The

parties agree, however, that failure to have this evaluation conducted in a timely fashion shall not constitute a material breach of this Agreement and shall not serve to extend this Agreement in any fashion whatsoever.

7. CERTIFICATE. The Administrator shall furnish, upon request by the Board, a valid and appropriate certificate to act as Superintendent of Schools in accordance with the laws of the State of Illinois and as directed by the Board. The parties expressly acknowledge and agree that this Agreement is contingent upon the Administrator maintaining the foregoing certification as specified in this Section.

8. OTHER WORK. With the prior agreement of the Board, the Administrator may undertake consultation work, speaking engagements, writing, teaching a college or university course, lecturing, or other professional duties and obligations. Provided, however, that this other work shall not interfere in a material and substantial manner with the Administrator's obligations set forth in this Agreement.

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

- A. Mutual agreement of the parties.
- B. Resignation provided the Administrator 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 Administrator which is detrimental to the best interests of the School District. Reasons for discharge for cause shall be given in writing to the Administrator, who shall be entitled to notice and a hearing before the Board to determine whether said causes constitute cause for his dismissal. If the Administrator chooses to be accompanied by legal counsel at this hearing, he shall bear any costs therein involved. The Board hearing shall be conducted in closed session.

The Superintendent may be suspended with pay and the Board shall continue to pay the Administrator all salary and fringe benefits under this Agreement up until the conclusion of the hearing before

it. If the Board determines that the Superintendent has engaged in conduct which is cause for his dismissal, he shall not be entitled to any further salary payments or fringe benefits.

- D. Permanent disability.
- E. Failure to comply with the terms and conditions of this Agreement.
- F. Failure to obtain or maintain certification as Superintendent as set forth in Section 5 of this Agreement.
- G. Death of the Administrator.

10. PROFESSIONAL ACTIVITIES. The Administrator shall be encouraged to attend appropriate professional meetings and continuing education at the local, state and national levels, and at least one national conference per year. The Administrator shall seek permission from the Board prior to attendance at any conference or meeting which requires the expenditure of Board money to attend. The Board shall determine in its sole discretion whether or not it will bear the costs of any conference or meeting which the Superintendent seeks to attend. The Board further agrees to pay the Administrator for his membership in a one professional organization at the state level and one organization at the national level.

11. VACATION. The Administrator shall receive twenty-five (25) work days of vacation annually. The Administrator will advise the President of the Board in advance of any vacation period to extend beyond two (2) work days and the time thereof. The Administrator shall be permitted to accumulate up to a maximum of forty (40) days of vacation leave. Any vacation days earned in excess of forty (40) must be used in the contract year in which they are earned. Failure to use vacation days in excess of forty (40) will result in said days being forfeited. The Administrator shall be entitled to cash out up to fifteen (15) vacation days per calendar year. This accumulated vacation will be paid to the Administrator on a per diem basis (1/250) of his salary on the date of cash out. The

Administrator and the Board agree that any payment for accumulated vacation days accumulated on the date of separation/retirement are not due and payable until thirty (30) days after the Administrator's last day of work and/or receipt of last regular paycheck, whichever is later. The Administrator shall also be entitled to time off on all school holidays.

12. SICK LEAVE. The Administrator shall be entitled to utilize seventeen (17) days per year of sick leave which may be accumulated without limit. The Administrator is permitted to use the maximum amount of sick days permitted by TRS regulations to obtain additional TRS service credit upon retirement. Upon retirement, any accumulated sick days in excess of the days utilized for service credit shall be paid to the Administrator at the following rate...\$250 per day for the first one hundred days and \$150 per day for any remaining days over one hundred. The Administrator and the Board agree that any payment for accumulated sick days is not due and payable until thirty (30) days after the Administrator's last day of work or his last regular paycheck, whichever is later. The Administrator is not permitted to receive a payout for accumulated sick days other than in the last year of his employment with the District.

13. PERSONAL LEAVE. The Administrator shall be entitled to three (3) days of personal leave per year, with pay, and any unused personal leave shall convert to accumulated sick leave at the end of each school year. The parties specifically agree that the Administrator is permitted to use personal days for absences related to any illness in the same fashion as sick leave in paragraph 12.

14. HOSPITALIZATION/MAJOR MEDICAL INSURANCE. The Board shall provide and pay the entire premiums for hospitalization, major medical and dental insurance for the Administrator, 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 members of the professional staff. Pursuant to law, the Administrator shall have the option, at his sole discretion, to enroll himself, his spouse and the members of his immediate family in an HMO of his choice. The Board shall pay the HMO premiums in an amount not to exceed that which would be required to provide health benefits pursuant to this Section.

Upon retirement, the Administrator and his immediate family (Spouse and children age 26 and younger), will continue to be covered under the Family Hospitalization/Major Medical insurance then in effect for certified staff members in the District until the Administrator and his spouse reach the age of Medicare eligibility. The Board shall pay the cost of said coverage.

15. LIFE INSURANCE. The Board shall provide and pay the premiums for a term life insurance policy for the Administrator during the term of this Agreement in the amount of three (3) times his annual salary. The Board shall assign the ownership of the term life insurance to a person or trust designated by the Administrator. Upon retirement, the Board will continue to pay the premium for a policy, limited to \$50,000. In retirement, it is up to the Administrator to pay the premium of any additional life insurance above \$50,000 the Administrator chooses to carry.

16. TRANSPORTATION EXPENSE. The Administrator shall be required, as a condition of employment, to use an automobile to visit schools, attend the Board and community functions, and to attend conferences, meetings and workshops. It is agreed that the Board shall provide the Superintendent with an automobile for these purposes. The make, model and cost of the automobile shall be approved by the Board, except that the Board shall only purchase an automobile which the Administrator has the appropriate license to operate under Illinois law. The Board shall also provide and keep current insurance, license plates, vehicle stickers and other requirements required by local, State or Federal law for the automobile. The Board further agrees to procure and/or provide necessary maintenance on the automobile and to pay for and/or provide gas for the automobile. The Administrator will maintain accurate and current records regarding personal use of the automobile, if any, consistent with current practice and an appropriate W-2 will be issued to him with regard to any personal use of the automobile.

17. BUSINESS EXPENSES – It is anticipated and agreed that the Administrator shall be required to incur certain personal expenses for the official business of the Board. As such, the Board agrees to reimburse the Administrator for any such expenses, incurred by him on behalf of the Board, subject, however, to the Administrator’s substantiation of the expense and the Board’s approval of such expenses.

18. 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
Reavis High School District 220
6034 W. 77th St.
Burbank, IL 60459

If to the Administrator, to:

Dr. Daniel Riordan

[REDACTED]
(or at the last address of the
Administrator contained in official
Business Office records of the Board.)

19. OTHER BENEFITS AND LEAVE. The Administrator shall generally be allowed such other privileges, leaves, and fringe benefits as provided to the certified staff of the District at the time of execution of this Agreement. The Administrator shall be entitled to any tuition reimbursement for any additional education.

20. TEACHERS' RETIREMENT SYSTEM CONTRIBUTION. In addition to the gross compensation paid to the Administrator by the Board as expressed in this Agreement, the Board shall pick up and pay on the Administrator's behalf, the Administrator's entire annual retirement contribution to the Illinois Teachers' Retirement System pursuant to the *Illinois Pension Code*.

It is the intention of the parties to qualify all such payments picked up and paid by the Board on the Administrator's behalf as employer payments pursuant to Section 414(h) of the *Internal Revenue Code of 1986*, as amended. The Administrator 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. The Administrator does not have the option of choosing to receive the contributed amounts directly instead of having those contributions paid by the Board to the Illinois Teachers' Retirement System. These contributions are made as a condition of the Administrator's employment for his future service, knowledge and experience.

21. PROFESSIONAL LIABILITY. The Board agrees that it shall defend, hold harmless, and indemnify the Administrator from any and all demands, claims, suits, actions and legal proceedings brought against the Administrator in his individual capacity, or in his official capacity as agent and employee of the District provided the incident arose while the Administrator 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 Administrator against such demands, claims, suits, actions and legal proceedings.

22. TENURE WAIVER. The Administrator 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.

23. 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.
- 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 Administrator, 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. The Administrator has voluntarily decided to act without the advice of counsel, without threat or coercion.
- G. Except as may otherwise be provided, no subsequent alteration, amendment, 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.

[SIGNATURE PAGE TO FOLLOW]

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 16th day of June, 2020.

ADMINISTRATOR

BOARD OF EDUCATION OF REAVIS
HIGH SCHOOL DISTRICT 220,
COOK COUNTY, ILLINOIS

Daniel J. Riordan, Ed.D.
Superintendent

Russell McKinley
President, Board of Education

Linda O'Dowd
Secretary, Board of Education

Reavis High School - District 220

Burbank, IL

ADMINISTRATIVE GOALS

(Exhibit A)

Name of Administrator: **Daniel J. Riordan, Ed. D.**

Job Title: **Superintendent**

Date: **June 16, 2020**

School Years: **2020-2025**

The Superintendent acknowledges that, pursuant to The School Code, 105 ILCS 5/10-23.8, this multi-year Contract is subject to performance-based criteria based on the following, including all references in the Contract relative to the duties of the Superintendent. At a time convenient to the Board and the Superintendent as set forth in the Contract, but at least annually, the parties shall meet to review the progress towards the following goals and criteria. The Superintendent shall strive to improve student performance and promote academic improvement in the District by the methods in the Contract and the following methods, including but not limited to:

PROFESSIONAL GROWTH & GOALS:

1. Effectively Maintain Open Communication between all Members of the School Community (Students, Parents, Faculty, Staff, Community, and Board Members) and Myself.

- Utilize meeting times (both administrative and faculty) for maximum productivity and efficiency: solicit all attendees ahead of time for agenda item proposals; develop and distribute clear agendas to all attendees; facilitate on-task discussions as per agenda.
- Take any opportunity available to walk around the building before, during and after school to talk informally with staff and students about what is going on in the school.
- Utilize established newsletters, mailings, phone calls, as well as multi-media mediums to keep parents & students informed of what is happening at school.
- Develop weekly reports for the School Board of the events that are happening throughout the school building.
- Be available 24/7 for anyone that may have an issue, problem, question, and/or concern about Reavis High School.

2. Implement and Manage the Teacher and Administrative Summative and Formative Evaluation Instruments that include a Student Growth Component.

- Work with the Administrative Team, and the Teachers' Union to implement a fair, equitable, reliable, consistent, and valid evaluation instrument that will promote teacher growth that adhere to the new rules and regulations of PERA and SB 7.
- These instruments should dramatically affect the development and performance levels of our teaching staff, which in turn will benefit our student and their achievement at Reavis High School.
- The instruments will adhere to the Illinois Performance Evaluation Reform Act (PERA) regulated as Illinois Administrative Code Part 50 requires that student growth be a significant factor in an evaluation. The student growth components must include the use of at least one Type I or Type II assessment, and at least one Type III assessment. The following diagram illustrates District 220's teacher evaluation system components.
- The instruments will also be consistent with the National Board Certification Standards which relies heavily on self-reflection and constant assessment from a multiple of sources.

3. Facilitate the Maintenance of a Strong, Positive School Climate by having each Administrator Develop Professional, Departmental, and Division Goals.

Examples of these goals would be, but would not be limited to:

- Strong administrative visibility around the school building.
- Develop new classes and revising current courses that are beneficial to students.
- Model consistent enforcement of school discipline code and holding staff accountable for the same.
- Maintain clear and consistent communications with staff.
- Solicit feedback from all staff members by developing and distributing school surveys to gain insight on what is going well, as well as pinpoint areas that are in need of improvement.

4. Oversee the Development and Implementation of Programs that Focus on the Reavis Mission Statement and Philosophy Statement of "*Promoting a Student-Centered Environment.*"

- Lead our Administrative Team and Teaching Staff in understanding and implementing any program that will lead to increased student achievement.
- Lead our Administrative & Academic Departmental Teams, Support Staff Personnel, and Students to follow our Mission Statement and Reavis Promise Statements on a daily basis.
- Promote and monitor the student recognition ***Rams Are Responsible*** initiative.
- Promote and monitor the mentoring ***Check & Connect*** program.
- Promote and monitor the anti-bullying ***Bulldog Solutions*** program.
- Continue to promote the National Board Certification process to ALL of our teachers, which will lead to better teaching and student success inside the classroom.

5. Oversee the Financial Stability of the District/School

- Continually oversee the financial statements and budgets of the school and district.
- Develop and facilitate any and all programs that will generate additional tax revenue to the school and district.
- Continue to support essential student programs that will benefit them in the short-term, as well as the long-term.
- Holding all departments accountable for spending patterns and working towards balanced budgets.

6. Facilitate and Monitor the Continued Development and Advancement of our Written Curriculum, Assessment of Instructional Strategies, and Analysis of Student Assessment Data to Drive Future Decision-Making.

- Continue to validate our written curriculum to make sure it is aligned to IL State Learning Standards, Common Core Standards, as well as the College Readiness Standards.
- Facilitate and model "Best Practices" of teaching to staff through in-services, professional developments, and evaluations.
- Develop, promote, and manage our Student Chromebook 1:1 Initiative.
- Develop and conduct regular analysis, with the Administrative Team, of student programs, courses, and assessment data to drive future decisions.
 - State Testing Data
 - 8th Grade Math & English Courses
 - Common Syllabi
 - Common Grading Scale
 - Common Study Guides
 - Common Final Exams
 - Tutoring Programs
 - Mentoring Programs
 - AP Courses & Testing
 - SPED Rules, Regulations, Laws, Programs & Courses
 - SAT Programs, Homerooms, & Initiatives
 - SAT Scores and Data
 - Student Discipline Data
 - Remote/e-Learning/Blended Learning Programs
 - Extra-Curriculum Programs

The Board and Superintendent acknowledge that this Contract, and the goals specified above, is substantial and further recognize that the Superintendent may not complete all of the above goals in one year's time. The Board's evaluation will consider the progress made in the attainment of the above goals during its annual evaluation process.

Daniel J. Riordan, Ed.D.

Date