

**AGREEMENT EXTENDING JULY 1, 2023 - JUNE 30, 2028 PERFORMANCE-BASED
SUPERINTENDENT'S CONTRACT
(JULY 1, 2023 THROUGH JUNE 30, 2028)**

THIS AGREEMENT is made by and between the Board of Education (the "Board") of Argo Community High School District 217, Cook County, Illinois (the "School District") and Dr. William Toullos (the "Superintendent" or "Dr. Toullos").

In consideration of the mutual promises herein contained, the Board and Dr. Toullos agree as follows:

1. **EMPLOYMENT.** In accordance with the provisions of Section 10-23.8 of the School Code of Illinois (105 ILCS 5/10-23.8), the Superintendent is hereby employed under this multi-year performance-based contract for the period beginning July 1, 2023, and extending through June 30, 2028. The contract year under this contract is July 1 through the immediately following June 30.

This is a performance-based contract, the goals of which are set forth in the attached Exhibit A. Achievement of the goals will enhance student performance and achieve academic improvement. The addition, revision, deletion, or modification of the performance goals shall be in implementation of this provision of this contract and shall not constitute or require an amendment to this contract.

Each contract year, the Board shall, as part of the annual evaluation of the Superintendent's performance, determine the degree of progress made by him toward achievement of the goals. At the request of the Superintendent and/or the Board and as the business of the Board permits, the Board and the Superintendent will also have the option each contract year of conducting an informal interim review of the Superintendent's performance, including progress toward achievement of the goals. If the Board determines, as part of the

annual evaluation that the goals have been achieved and student academic performance improved, the Board may, in its sole discretion, consider and approve an extension or rollover of this contract, although nothing prevents the entry into a new contract or terminating this contract, at the end of the term of this contract.

The Board and the Superintendent recognize that achievement of the goals and improvement of student academic performance is dependent on continued Board support of the goals and the provision of adequate financial support within available resources. The Board and the Superintendent also recognize that circumstances beyond the control of the Board and/or the Superintendent may prevent attainment, or require modification, of any of the goals. In such circumstances or where the Board is unwilling or unable to support the goals, either financially or in principle, the Board, in consultation with the Superintendent, may modify or delete any of the goals as appropriate.

2. **DUTIES.** The duties of the Superintendent shall be those duties prescribed by the laws and regulations of the State of Illinois and by the policies, regulations and directions of the Board, all of the foregoing as may be amended or modified from time to time, and as are reasonably incidental to the position of Superintendent.

3. **EVALUATION.** Provided the Superintendent notifies the Board during the month of January of each contract year of the Board's evaluation obligations, the Board shall thereafter, at such time as the business of the Board reasonably permits, meet with the Superintendent to review the Superintendent's performance, including the progress toward achievement of the performance goals as provided in this contract, assess the working relationship of the Superintendent with the Board, the faculty, the staff, students and the community and consider salary and benefit adjustments for subsequent years. The Board

shall make a good faith effort to begin the evaluation process by May 1 each contract year and complete the process by June 30 of the same contract year; provided, however, in the last year of this contract, the Superintendent shall notify the Board by October 1 and the Board shall complete the process by January 15. To facilitate this process, the Superintendent will submit a written memorandum to the Board describing his work and progress toward the goals set forth in Exhibit A of this Agreement. The memorandum will be submitted by April 1 of each contract year, however, in the last year of this contract, the Superintendent shall submit the memorandum by December 1. The Board may terminate or non-renew this contract even if the evaluation requirements of this contract have not been satisfied.

4. SALARY AND BENEFIT INCREASES, DECREASES AND MODIFICATIONS. The Board may not unilaterally reduce the Superintendent's annual salary below the annual salary for the immediately preceding contract year. Without entering into a new contract or modifying the term of this contract, the Board reserves the right, in its discretion, to: 1) increase the annual salary and other compensation and benefit items; and 2) modify or decrease, effective at the beginning of any contract year or benefit plan year, those items of compensation or benefits that are linked in this contract to the compensation or benefits of another group, such as 12-month administrators, teachers or certified central office administrators. Any such modification or decrease shall be made for the Superintendent on the same basis as made for the group to which the compensation or benefits are linked in this contract and shall be in implementation of this provision of this contract and shall not constitute or require an amendment to this contract.

5. **SALARY.** The Board, as compensation for the duties set forth in this contract, will pay the Superintendent a salary of ONE HUNDRED EIGHTY-SEVEN THOUSAND NINE HUNDRED SEVENTEEN DOLLARS AND 19/100 (\$187,917.19) for the 2023-2024 contract term. For each succeeding year of the contract, the base salary from the immediately preceding contract year shall be increased by FOUR PERCENT (4.0%).

The annual salary shall be payable in equal installments in the same manner as the salaries of other certified central office administrators in the School District are paid. The Board's action to increase or otherwise change the Superintendent's salary under this paragraph shall be in implementation of this provision of this contract and shall not constitute or require an amendment to this contract.

6. **PERFORMANCE BONUS.** In addition to the salary provided for in the 2023-2024 contract year within paragraph 5, the Superintendent may earn a performance bonus in an amount not to exceed ten percent (10%) of his current annual salary. Payment of the performance bonus shall be in the sole discretion of the Board and shall be based on the Superintendent's achievement of the performance goals set forth in Exhibit A to this Agreement. Each year thereafter, the Superintendent may earn a performance bonus in an amount to be determined by the Board in its sole discretion and shall be determined as part of the Superintendent's annual evaluation process as set forth in paragraph 3. In no event shall the payment of a performance bonus cause the School District to incur a penalty for exceeding creditable earnings limitations as provided by law.

7. **BENEFITS**

A. **TRS Contribution.** In addition to the salary stated in paragraph 5 above, the Board shall pick up and pay on the Superintendent's behalf, the

Superintendent's entire contribution to the Illinois Teachers' Retirement System (TRS) as required by Section 16-152.1 of the Illinois Pension Code at the contribution rate established by law as of the effective date of this contract for Tier I participants in TRS. The Board shall also pick up and pay on the Superintendent's behalf, the Superintendent's entire contribution to the Illinois Teachers' Health Insurance Security Fund (THIS) at the contribution rate established by law. Although designated by the Illinois Pension Code as employee contributions, the amounts herein required to be picked up by the Board shall be paid by the Board in lieu of contributions by the Superintendent.

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 not have the option of choosing to receive directly the amounts contributed to TRS by the Board on the Superintendent's behalf, nor any right or claim to the contributions to TRS except as such may subsequently become available pursuant to the provisions of the Pension Code and TRS rules and regulations.

However, if legislation is enacted that limits the Board's ability to perform its obligations or otherwise reduces its obligations under this paragraph, the Board shall pay the difference to the Superintendent as salary to the extent the Board's total cost for salary and pick up of the TRS and THIS contribution equals the Board's total cost before enactment of such legislation. The Board's and Superintendent's implementation herein shall be in implementation of this provision of this contract and shall not constitute or require an amendment to this contract.

B. **Sick, Personal and Other Leave.** The Superintendent shall be provided with sick, personal, and other leave on the same basis as is provided to certified central office administrators.

C. **Disability.** Should the Superintendent become physically or mentally disabled from performing any substantial duty permanently or for a period of ninety (90) calendar days after the exhaustion of sick, personal and vacation leave days in any 180 calendar-day period, the Board may, at its option, terminate the Superintendent's employment upon thirty (30) days' written notice to the Superintendent and the opportunity for a hearing before the Board on the issues of disability and performance. Upon termination for this reason, the Board shall pay the Superintendent for any accumulated but unused sick leave, up to a maximum amount of TWENTY THOUSAND AND NO/100 (\$20,000.00) DOLLARS, and, if permitted by the District's health and life insurance program, continue such insurance at its expense for a period of one hundred eighty (180) days after termination. This one-hundred-eighty-day period shall be included in the calculation of the time period available for continuation coverage (commonly referred to as COBRA coverage) under the Internal Revenue Code of 1986.

D. **Vacation.** The Superintendent shall receive vacation, exclusive of holidays, each contract year on the same basis as other certified central office administrators. The Board President, or Vice President in the absence of the President, shall be advised in advance of all vacations, and prior approval of the Board President, or Vice President in the absence of the President, is required for all vacations which are more than three (3) consecutive working days in length.

E. **Deferred Compensation.** The Superintendent may elect that a portion of the salary set forth in paragraph 5 above be paid into a tax-sheltered annuity pursuant to the Board's Section 403(b) Plan. The cost of the contribution to the annuity or plan shall be deducted from the Superintendent's annual compensation and shall not require an expenditure of funds by the Board above the amount paid to the Superintendent in the form of salary.

F. **Professional Memberships, Expenses and Periodicals.** Membership fees in Board approved community service organizations, the Illinois Association of School Administrators, as well as other organizations and associations to which the Superintendent is expected to belong, shall be paid by the Board, to the extent provided for in the Board's annual budget.

The Superintendent shall be expected to attend appropriate professional meetings at the local, state, and national levels. To the extent provided in the Board's annual budget or as otherwise approved in advance by the Board, the reasonable and necessary costs of attendance shall be paid by the Board.

The Board shall pay, or reimburse the Superintendent for, reasonable expenses approved by the Board and incurred by the Superintendent in the continuing performance of the Superintendent's duties.

The Board shall provide the Superintendent with professional periodicals to the extent provided in the Board's annual budget.

The Superintendent shall inform the Board in writing each contract year of professional memberships, conferences attended, and professional periodicals purchased at the Board's expense.

G. **Insurance Benefits.** The Board shall provide the Superintendent with the long-term disability insurance, life insurance, health, medical and dental insurance on the same basis as provided for certified central office administrators.

H. **Medical Examination.** The Superintendent shall submit to a comprehensive health examination before January 15 of each contract year. The examination shall be performed by doctor(s) approved by the Board. Such health examination shall include tests deemed necessary by the doctor or required by the Board. The cost of such health examination in excess of the cost covered by the Board's health benefit program shall be borne by the Board up to a maximum amount of SEVEN HUNDRED AND NO/100 (\$700.00) DOLLARS or such greater amount as is necessary to meet the cost of the examination required by the Board. A report as to the Superintendent's health, in a form satisfactory to the Board, shall be presented to the Board, filed separately from the Superintendent's personnel file, and treated as confidential information by the Board. The Superintendent shall further submit to, and furnish the Board with reports of, such health examinations as the Board may from time to time require at its expense.

I. **Expenses.** The Board shall reimburse the Superintendent for mileage and other business expenses based on Board of Education policy regarding expense reimbursement and within the constraints established by the annual budget of the Board.

J. **Electronic Work and Communications Equipment and Service.** The Board shall provide, and retain ownership of, a laptop or tablet computer and a "smart" mobile telephone with appropriate data and broadband access services to facilitate the Superintendent's work and business communications. The Superintendent's use of the

laptop or tablet computer and the mobile telephone shall be subject to the Board's electronic network policy, except that personal use of the computer and the mobile telephone are permitted. The Superintendent shall reimburse the Board for personal use of the mobile telephone and the broadband access services for the mobile telephone and the computer in accordance with procedures established by the Board.

K. **Automobile Allowance.** The Board shall pay the Superintendent an automobile allowance of FIVE HUNDRED AND NO/DOLLARS (\$500.00) per month for the cost of providing and using his automobile in the performance of his duties. To the extent permitted by law and subject to documentation by the Superintendent, the allowance will not be subject to withholding for tax purposes.

L. **Professional Dress Allowance.** The Board shall pay the Superintendent a clothing allowance of ONE THOUSAND FIVE HUNDRED AND NO/DOLLARS (\$1,500.00) per quarter for the cost of clothing necessary for the performance of his duties. To the extent permitted by law and subject to documentation by the Superintendent, the allowance will not be subject to withholding for tax purposes.

8. **LICENSE.** The Superintendent shall furnish to the Board, before beginning employment under this contract, a valid and appropriate license to act as Superintendent of Schools. Such license shall be maintained at all times during the term of this contract.

9. **OUTSIDE ACTIVITIES.** The Superintendent shall confine professional and employment activities to the business of the School District, except as provided in this paragraph or as otherwise approved by the Board. With at least thirty days' notice to the Board President, the Superintendent shall be permitted to undertake writing, teaching, and speaking engagements on an occasional, short-term basis. Any such work undertaken by the Superintendent for

compensation, must be accomplished on the Superintendent's vacation days, holidays, or other non-duty days. The Board's President shall be notified of the nature of the activities, which shall not interfere with the performance of the Superintendent's duties under this contract.

10. **RESIDENCY IN DISTRICT 217.** The Superintendent shall maintain residency in sufficient proximity to the School District to be an active participant in school and community activities.

11. **BACKGROUND INVESTIGATION.** This contract is contingent, from time to time as designated by the Board, on the background investigation required of all public school employees by Section 10-21.9 of the School Code of Illinois and of any other background investigation required by law, such as a DCFS, or equivalent, pending investigation or indicated finding check. If the investigation discloses information which would prohibit employment or call into question the Superintendent's fitness to serve the School District as the role model required by Section 27-12 of the School Code, the Board may, in its sole discretion, terminate this contract on ten (10) days' written notice to the Superintendent.

12. **TERMINATION**

A. **Termination for Cause During the Term of the Contract.** In the event the Board intends to terminate this contract before its expiration for cause, the Board or its designee shall give the Superintendent written notice of such intention, together with a statement of the reasons for termination. Within five (5) days after receipt of such notice, the Superintendent may request in writing a hearing before the Board, which shall be in closed session. If no hearing is timely requested, the termination shall become effective on the date specified in the Board's notice. Pending any hearing requested by the Superintendent, the Board may suspend the Superintendent with or

without pay. At the conclusion of any hearing, the Board shall determine whether to terminate this contract and the Superintendent's employment.

If the Board and the Superintendent enter into a severance agreement in resolution of a dispute under this subparagraph A., the salary and any benefits provided for in such agreement shall be limited to twenty (20) weeks from the date of termination in accordance with the Illinois Government Severance Pay Act (the "Act"). No such salary and benefits shall be provided by the Board if the termination is for misconduct as defined in the Act.

B. Non-Renewal Without Cause at the End of the Term of the Contract. In the event the Board or the Superintendent decides not to renew this contract at the end of its term, notice of such intention and an opportunity for a closed session hearing shall be given by April 1 of the last year of this contract in accordance with Section 10-21.4 of the Illinois School Code; provided, however, if the Superintendent notifies the Board in writing by no later than December 15 of the last year of this contract of the Board's obligations under Section 10-21.4, then the date in the last year of this contract by which the Board shall give the Superintendent notice of such intention shall be February 15. Otherwise, the Superintendent shall notify the Board of its obligations by March 1, and the Board shall give notice of intention not to renew this contract by April 1, of the last year of this contract. If the Superintendent timely gives notice of the Board's obligations and the Board then fails to give the Superintendent timely notice in accordance with this paragraph, this contract shall be automatically extended for one additional year as provided in Section 10-21.4.

C. **Unilateral Termination by Board of Education.** The Board may, at its option, and by a minimum of ninety (90) days' notice to the Superintendent, unilaterally terminate this contract during its term without cause effective no earlier than the close of the second contract year. In the event of such termination, the Board shall pay to the Superintendent, as damages for breach of contract, one year of salary, based on the average annual salary paid to the Superintendent prior to the termination. Additionally, the Board shall provide and pay for health insurance as provided herein for the Superintendent and eligible dependents for one calendar year from the actual date of termination or, if earlier, the date upon which the Superintendent obtains employment through which health insurance coverage is available and to which the employer makes a contribution toward the premium cost.

D. **Unilateral Termination by the Superintendent.** The Superintendent may, at the Superintendent's option, unilaterally terminate this contract during its term subject to the following. In the event of unilateral termination with at least one-hundred-eighty (180) days' notice to the Board and an effective date at the end of the school year, the Superintendent shall pay to the Board FIFTEEN THOUSAND AND NO/100 (\$15,000.00) DOLLARS, which relates to some of the aggregate costs to the Board of the search to obtain the Superintendent's successor and any interim replacement. In the event of unilateral termination with less than one-hundred-eighty (180) days' notice or an effective date not at the end of the school year, the Superintendent shall pay to the Board, as liquidated damages, THIRTY THOUSAND AND NO/100 (\$30,000.00) DOLLARS, which relates to much of the aggregate costs to the Board of the search to obtain the Superintendent's successor and any interim replacement. The payment of liquidated

C. Paragraph headings and numbers have been inserted for convenience of reference only, and if there shall be any conflict between any such headings or numbers and the text of this contract, the text shall control.

D. This contract may be executed in one or more counterparts, each of which shall be considered an original, and all of which taken together shall be considered one and the same instrument.

E. If any provision of this contract is subsequently declared by the proper legislative or judicial authority to be unlawful or unenforceable, all other provisions of the contract shall remain in full force and effect.

F. This contract contains all the terms and benefits agreed upon by the parties with respect to the subject matter of this contract and supersedes all prior agreements, arrangements and communications between the parties concerning such subject matter whether oral or written. Unless otherwise provided herein, no modification of this contract shall be valid or binding on the parties unless it is in writing and executed by the Board and Superintendent.

G. This contract shall become effective and be deemed dated as of the date the last of the parties signs this contract as set forth below.