SUPERINTENDENT'S EMPLOYMENT CONTRACT

AGREEMENT made this 25th day of February 2026, between the **BOARD OF EDUCATION OF DANVILLE COMMUNITY CONSOLIDATED SCHOOL DISTRICT NO. 118, VERMILION COUNTY, ILLINOIS,** hereinafter referred to as the "Board," and John Hart, hereinafter referred to as the "Superintendent."

A. EMPLOYMENT AND COMPENSATION

1. **Salary and Term of Employment.** The Board hereby employs the Superintendent for a multiyear period of two years, commencing on July 1, 2025, and terminating on June 30, 2027, at an annual salary of Two Hundred Eight Thousand Dollars ($208,000) for the 2025-2026 contract year. The Superintendent's annual salary shall be adjusted at the Board's discretion for the 2026-2027 school term as long as his salary is not less than the previous contract year's salary. In consideration of such compensation, 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), in order to faithfully perform the duties of Superintendent. As used in this contract, the term "contract year" is defined as the period commencing on July 1 of a given calendar year and continuing until June 30 of the following calendar year.

2. **Teachers' Retirement System and Health Insurance Security Fund.** In addition to the annual salary stated in paragraph A.1 and all other compensation within this contract, the Board shall pay on behalf of the Superintendent to the State of Illinois Teachers' Retirement System and the Teacher Health Insurance Security Fund the Superintendent's required contributions to said pension system and health fund. The Superintendent will not have any right or claim to said amounts, except as they may become available at the time of retirement or resignation from the State of Illinois Teachers' Retirement System and the Teacher Health Insurance Security Fund. Both parties acknowledge that the Superintendent did not have the option of choosing to receive the contributed amounts directly, instead of having such contributions paid by the Board to the Teachers' Retirement System and Teacher Health Insurance Security Fund, and further acknowledge that such contributions are made as a condition of employment to secure the Superintendent's future services, knowledge and experience. If the current employee contribution rate required by TRS to be remitted decreases or if legislation is implemented that limits the ability of the Board to fulfill its obligations under this section, 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 contribution does not exceed the Board's total cost before the TRS contribution rate decrease and/or legislative change.

B. CONDITIONS OF EMPLOYMENT

1. **License.** During the term of this contract, the Superintendent shall hold a valid and properly registered license issued by the State of Illinois Teachers' Licensure Board qualifying his to act as Superintendent of the School District.

2. **Waiver of Tenure.** The Superintendent acknowledges that, pursuant to the *School Code*, he waives any right to tenure in the School District only for the term of this multi-year contract and any multi-year extension thereof. Upon acceptance of this multi-year contract, the Superintendent shall not lose any previously acquired tenure credit with the district.

3. **Employment Representations.** The Superintendent represents that he is not under contract with any other school district for any portion of the term covered by this contract. The Superintendent further represents that all information provided to the District in the process of application for employment was true and complete.

C. BENEFITS

1. **Reimbursement of Business Expenses and Travel Stipend.** The Board will reimburse the Superintendent for reasonable monthly expenses incurred in the performance of his duties, excluding travel related expenses. Itemization will be made by the Superintendent of all expenses incurred. Substantiation of all expenses incurred pursuant to this provision will be made by the Superintendent in accordance with the regulations of the *Internal Revenue Code*, as amended, and Board policy and procedures. Additionally, the Superintendent shall receive an annual stipend of Three Thousand Six Hundred Dollars ($3,600) for transportation related expenses.

2. **Insurance.** The Board will pay 100% of the health, dental, and vision insurance for the Superintendent. The Superintendent shall have the ability to choose the health, dental and vision insurance plan from the options offered to all employees by the Board.

3. **Indemnification.** The Board and the Superintendent each agree that the Superintendent is protected from liability under Federal and State law and covered by the District's liability insurance for all claims and suits that are brought against him in his personal or official capacities for actions taken in his role as Superintendent. The Board agrees that it will indemnify and defend the Superintendent for all claims and suits brought against the Superintendent for his actions during the term of this contract in accordance with the Illinois *School Code*. In the event the Board's insurance carrier denies insurance coverage for the claim, the Board will allow the Superintendent to retain his own counsel and will pay the Superintendent's legal fees as long as the claims do not constitute willful and wanton misconduct.

4. **Vacation.** The Superintendent will be entitled to a paid vacation of twenty-five (25) working days in each contract year. Vacation must be taken within the twelve-month period; however, the Superintendent is allowed to carry-over up to 10 unused annual vacation days to the

next contract year and, additionally, during the 2026-2027 contract year, the Superintendent may exchange vacation days (including partial days thereof) for a payment at his per diem rate for each day, up to such amount that provides the Superintendent with a 6% increase in TRS creditable earnings over his TRS creditable earnings in the immediately prior contract year. The Superintendent will also be entitled to all legal and school holidays as designated on the District calendar. Winter, Spring, and Summer recess periods shall constitute working days unless specifically scheduled and credited toward the vacation days listed above.

5. **Sick Leave.** The Superintendent will be granted sick leave, as defined in Section 24-6 of the *School Code*, of seventeen (17) working days annually, which may be accumulated without limitation.

6. **Deferred Compensation.** From the annual salary stated in Section A.1 of this Contract, the Superintendent may (1) annually defer compensation pursuant to and in accordance with the terms of an eligible deferred compensation plan as described in Section 457(b) of the *Internal Revenue Code*, and/or (2) authorize a salary reduction in order that the Board may purchase a 403(b) eligible product for the Superintendent as described in Section 403(b) of the *Internal Revenue Code*.

7. **Personal Leave.** The Superintendent may use up to two (2) days of sick leave annually for personal business.

8. **Professional Development and Professional Organizations.** The Superintendent may join professional development organizations at his discretion. The Board shall pay for membership dues for IASA and AASA, IPA, and, IASBO.

9. **Civic Organizations.** The Superintendent is strongly encouraged to participate in local civic and fraternal organizations in the interest of promoting a better understanding of the District and its concerns. Subject to its prior approval, the Board will pay the dues incurred through membership in such organizations.

D. POWERS AND DUTIES

1. **Duties.** The Superintendent shall have charge of the administration of the schools under the direction of the Board; he shall be the chief executive officer for the Board; he shall recommend the selection, retention and dismissal of, and direct and assign, teachers and other employees of the School District under his supervision; he shall organize and direct the administrative and supervisory staff; he shall make recommendations to the Board concerning the budget, building plans, location of sites, and the selection of textbooks, instructional material, and courses of study; he shall direct the keeping of all records and accounts, and aid in the making of all reports, as required by the Board; he shall ensure the School District operates in accordance with all areas of Board policy; he shall recommend rules, regulations, and procedures deemed necessary for the welfare of the School District; and, in general, he shall perform all other duties incident to the office of the Superintendent as the Board may delegate to his or as required by law.

2. **Extent of Service.** The Superintendent shall devote his entire time, attention, and energy to the business of the School District and related professional activities. With the permission of the Board, the Superintendent may attend university courses, seminars, or other professional growth activities; serve as a consultant to another district or educational agency for a short-term duration without loss of salary; lecture and engage in writing activities and speaking engagements. The Superintendent may not jeopardize the functioning of the School District by any lengthy and conspicuous absence for such professional activities.

3. **Evaluation and Performance Goals and Indicators.** The Board has established written goals and indicators for the Superintendent. Each contract year on or before April 30th, except for the final contract year, in which the review/evaluation will be done on or before March 15th, the Board shall review with the Superintendent and provide him with a written evaluation of the Superintendent's progress during each contract year, toward established goals and working relationships with the Board, the staff and the community.

A. The performance goals and indicators for the Superintendent for the first year of this Agreement have been developed in accordance with Section 10-23.8 of the Illinois School Code (105 ILCS 5/10-23.8) with respect to student performance and academic improvement. Said goals and indicators are set forth in Exhibit A of this Agreement. No later than April 30th of each contract year, the Board and Superintendent may update or adopt new performance goals and indicators for the Superintendent.

B. The Superintendent and the Board shall meet periodically, at least once each year, as provided in paragraph 3 hereinabove, to evaluate the Superintendent's progress toward the established goals and indicators and his overall performance. Circumstances beyond the control of the Superintendent that prevent the attainment of any of the established goals or indicators shall not be deemed the fault or failure of the Superintendent.

E. RENEWAL, EXTENSION, AND AMENDMENT OF CONTRACT

1. **Renewal and Extensions.** Prior to the end of any year of this contract, the Board and Superintendent may mutually agree to renew or extend the employment of the Superintendent for a multi-year period, provided that the performance goals and indicators set forth herein above have been met. In such event, the Board will take specific action to discontinue this contract and enter into a new multi-year contract of employment.

2. **Non-Renewal.** Notice of intent not to renew this contract will be given to the Superintendent by the Board by April 1 of the year in which the contract expires. Said notice will be in writing and state the specific reason for non-renewal. Failure to provide timely notice of non-renewal will extend this contract for one (1) additional year. The Superintendent shall notify the President and Secretary of the Board in writing by March 1 of the year in which the contract expires that failure of the Board to give the Superintendent said notice of intent not to renew will extend this contract for one (1) additional year. The failure of the Superintendent to give the required reminder notice to the Board shall waive the obligation of the Board hereunder to give its notice of intent by April 1.

3. **Amendment.** Any salary or other adjustment or modification made during the life of this contract (including any modifications to the Superintendent's performance goals and indicators) will be in the form of a written amendment and will become a part of this contract, but such adjustment or modification shall not be construed as a new contract with the Superintendent, or as an extension of the termination date of this contract.

F. TERMINATION

1. **Grounds for Termination.** This employment contract may be terminated prior to the termination date set forth in Section A.1. by:

a. Mutual agreement;

b. Permanent disability (inability to perform essential job functions with or without accommodation);

c. Discharge for cause;

d. Death;

e. Resignation; or

f. Retirement.

2. **Cause.** Discharge for cause will be for 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 will be given in writing to the Superintendent, who shall be entitled to notice and a hearing before the Board to discuss such causes. If the Superintendent chooses to be accompanied by legal counsel, he will bear any costs therein involved. The Board hearing shall be conducted in executive session.

If, after the hearing, the Board determines to discharge the Superintendent for cause, the Superintendent's contract will terminate immediately. All salary that had been earned, but not paid, will be paid within three (3) days of termination in accordance with the Illinois Wage Payment and Collections Act. All salary and benefits under the contract that have not been earned as of the date of termination are forfeited by the Superintendent upon discharge for cause.

In the event the Board determines to discharge the Superintendent without cause, the Superintendent will be entitled to the lesser of 12 months of salary and benefits or the remaining salary and benefits set forth in this Agreement.

3. **Notice of Resignation or Retirement by Superintendent.** The Superintendent will notify the Board President, in writing, no less than one hundred and twenty (120) days before voluntarily resigning and/or retiring from his position as Superintendent of the District prior to the termination of the Contract. The Board will waive the required notice if the Superintendent resigns

or retires as a result of the Superintendent's serious medical condition or the serious medical condition of an immediate family member as that term is defined in 105 ILCS 5/24-6 of the Illinois School Code.

H. MISCELLANEOUS

1. Any notice required to be given under this contract will be deemed sufficient if it is in writing and sent by certified mail with return receipt requested to the last known residence of the Superintendent or the President of the Board.

2. This contract has been executed in Illinois and will be governed in accordance with the laws of the State of Illinois in every respect.

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

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

5. This contract contains all the terms agreed upon by the parties with respect to the subject matter of this contract and supersedes all prior agreements, arrangements, and communications between the parties concerning such subject matter, whether oral or written.

6. This contract will inure to the benefit of and be binding upon the Board and its successors and assigns.

7. If any portion of this Contract is deemed illegal due to conflict with State or Federal law, the remainder of the Contract shall remain in full force and effect.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the parties have executed this Agreement this 25th day of February 2026, upon formal approval by the Board at a duly convened meeting held this same date.

SUPERINTENDENT

_____
JOHN HART

BOARD OF EDUCATION
DANVILLE COMMUNITY
CONSOLIDATED SCHOOL DISTRICT
NO. 118, VERMILION COUNTY, IL

By: _____
President

ATTEST:

_____
Secretary

Exhibit A

****District 118 Superintendent Evaluation Goals** with Direct Board Policy References**

Goal 1 – Student Learning, Growth, and Support
Board Policy Alignment:

- **1:30 – School District Philosophy** (district mission)
- **3:10 – Goals and Objectives**
- **6:10 – Educational Philosophy and Objectives**
- **6:60 – Curriculum Content**

Goal Statement:
The Superintendent shall provide professional leadership that supports District 118's educational philosophy and goals by promoting continuous improvement in student achievement, growth, equity, and whole-child development.
Evidence/Measures:

- District assessment results and growth data
- Implementation of curriculum and instructional priorities
- Progress against Board-adopted district goals for academic outcomes and student supports
- Increase graduation rate & decrease chronic absenteeism

Goal 2 – Personnel Leadership and Professional Culture
Board Policy Alignment:

- **2:130 – Board-Superintendent Relationship**
- **3:40 – Superintendent** (defines superintendent role and responsibilities)
- **5:10 – Equal Employment Opportunity and Minority Recruitment**
- **5:100 – Staff Development Program**

Goal Statement:
The Superintendent shall lead human resources efforts consistent with District 118 policy by recruiting, developing, and sustaining a high-quality workforce and fostering a positive professional culture.
Evidence/Measures:

- Staff recruitment/retention data
- Professional development aligned to district priorities
- Feedback from climate/culture surveys and board/staff input
- HR communication protocols & investigations
- Monitoring current staffing stability

Goal 3 – Fiscal Stewardship and Operations
Board Policy Alignment:

- **4:10 – Fiscal and Business Management**
- **4:80 – Accounting and Audits**

- **4:170 – Safety**

Goal Statement:
The Superintendent shall ensure District 118's financial stability, transparency, and operational effectiveness by managing resources responsibly and aligning the annual budget with Board priorities and student needs.

Evidence/Measures:
- Balanced budgets and timely financial reports
- Progress on long-range financial planning
- Oversight of facilities, safety, and operational systems; increase financial rating with the state
- Facility planning for EC/Pre-K utilizing our North Campus

Goal 4 – Communication, Governance, and Community Engagement
Board Policy Alignment:
- **2:130 – Board-Superintendent Relationship**
- **2:140 – Communications To and From the Board**
- **8:10 – Connection with the Community**

Goal Statement:
The Superintendent shall maintain productive and transparent working relationships with the Board, staff, families, and community members, ensuring the implementation of policies, clear communication, and broad engagement.

Evidence/Measures:
- Regular, comprehensive Board reports, including legal updates
- Implementation of strategic communication plans
- Documented community engagement efforts and stakeholder feedback

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Evaluation Statement (Policy-Based)
The Board of Education shall evaluate the Superintendent annually based on goals aligned to District 118 Board Policy, the Illinois School Code, and district priorities. The evaluation shall include measurable evidence and be used to inform professional growth and contract decisions.