

**PERFORMANCE BASED SUPERINTENDENT'S CONTRACT**  
**(July 1, 2017 through June 30, 2020)**

THIS CONTRACT is made by and between the Board of Education (the "Board") of Orland School District No. 135, Cook County, Illinois (the "School District") and Dr. Dirk Erik (DJ) Skogsberg (the "Superintendent").

In consideration of the mutual promises herein contained, the Board and the Superintendent 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 as Superintendent of Schools for the School District pursuant to this multi-year contract for the period beginning July 1, 2017, and extending through June 30, 2020. The contract year under this contract is July 1 through the succeeding June 30 of each year.

2. **PERFORMANCE GOALS AND INDICATORS OF STUDENT ACADEMIC IMPROVEMENT.** This is a performance based contract, for which the initial goals and preliminary indicators of performance are set forth in the attached Exhibit 1. The following steps will be taken by the Board and the Superintendent to facilitate achievement, and where appropriate, refinement or modification, of the goals and assessment of student performance and academic improvement:

a. As part of the Superintendent's annual evaluation, the Superintendent and the Board will review progress toward achievement of the goals and make appropriate modifications to the goals and/or the program to achieve the goals. The Board and the Superintendent will also strive to conduct interim reviews several times each contract year at the request of the Superintendent and/or Board and as the business of the Board permits. A comprehensive final review of achievement of a goal will take place at the time the earliest of the following occurs as applicable to the particular goal:

- 1) By no later than February 1 of the last year of this contract;
- 2) At the expiration of the periods of time identified in the process provided for in sub-paragraph a.;
- 3) Whenever the Superintendent believes a goal has been accomplished;
- 4) Whenever the Board believes that a goal has been accomplished.

If the final review is due under 1) through 3) above, the Superintendent will prepare a report to the Board regarding achievement of the goals including the indicators the Superintendent believes relevant to student performance and academic improvement. If the final review occurs at the Board's request under 4), the Board will notify the Superintendent who will promptly prepare the report referenced in the preceding sentence within thirty (30) days of receipt of such notice.

b. The Board will make its best effort to determine within sixty (60) days after receipt of the Superintendent's report whether the goals have been achieved and student academic performance improved. If so, the Board will consider an extension or rollover of this contract, although nothing prevents the Board and the Superintendent from entering into a new contract at the end of this contract or any contract year upon a determination by the Board that the goals have been completed to its satisfaction.

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, including 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 make attainment of the goals impractical. 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, will modify or delete any of the goals as appropriate.

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

4. **COMPENSATION.** The Board, as compensation for the duties set forth in this contract, will pay the Superintendent an initial annual salary of One Hundred Eighty Seven Thousand, Nine Hundred Seventy Five and no/100 Dollars (\$187,975.00), payable in equal installments in accordance with the policies of the Board governing payment of salary to other professional staff members in the District. The Board reserves the right to increase from time to time the salary and other benefits payable hereunder, based upon performance evaluation, without entering into a new contract or extending the term of this contract. The Superintendent's salary shall not be reduced during the term of this Agreement.

5. **TRS CONTRIBUTION.** In addition to the salary stated in paragraph 4 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 152.1 of 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 Superintendent's behalf as employer payments pursuant to Section 414(h) of the *Internal Revenue Code of 1986*, as amended. The Superintendent shall have no right or claim to the funds so remitted except as they may subsequently become available upon retirement or resignation from TRS.

6. **VACATION AND HOLIDAYS.** The Superintendent shall receive twenty (20) working days of vacation each contract year at full pay, in addition to school holidays. 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. Unused vacation days may carry-over into the next contract year provided the total number of vacation days (current and carried-over in aggregate) shall not exceed fifty (50) at any time. Any vacation days in excess of fifty (50) in aggregate shall be forfeited and no longer available for use by the Superintendent. Upon the termination of this Agreement for any reason, any earned but unused vacation days up to a maximum of fifty (50) shall be paid to the Superintendent. Such payment, if any, shall be made in a manner that does not cause any TRS penalty to the Board.

7. **SICK LEAVE AND DISABILITY.** Each contract year, the Superintendent shall be entitled to fifteen (15) days of paid sick leave. Unused sick leave may accumulate to the maximum number of days allowable for twelve-month certified administrative employees.

Should the Superintendent become physically or mentally disabled from performing any essential job duty permanently or for a period of sixty (60) calendar days during the contract year, 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, 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) calendar days after termination. This 180-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* as amended.

The Board shall pay the premiums for and provide the Superintendent with long-term disability insurance coverage which shall, when integrated with benefits paid by the Illinois Teachers' Retirement System, provide a benefit equal to 60% of salary, with payment of the benefit to begin at such time as sick days and vacation days are exhausted.

8. **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) calendar 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.

9. **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. Notice of non-renewal may be given by the Board regardless of the evaluation rating given to the Superintendent and even if the evaluations provided for in paragraph 19 below have not occurred.

10. **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. In the event of such termination, the Board shall pay to the Superintendent, as severance pay, all of the aggregate salary the Superintendent would have earned under paragraph 4 of this contract from the actual date of termination to the termination date set forth in this contract after the exhaustion of accumulated sick, vacation and personal days.

12. **DEFERRED COMPENSATION.** In addition to the salary paid to the Superintendent under Section 4 of this Agreement, the Board shall pay to the Superintendent the additional annual salary of Three Thousand Six Hundred and No/100 Dollars (\$3,600.00) each contract year, which the Superintendent shall elect to have immediately reduced from his salary and used to purchase 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 costs of the purchase of the annuity, and the amounts of the plan contributions shall be deducted from the Superintendent's annual salary (which shall include the amounts set forth in this section) and shall not require an expenditure of funds by the Board above the amount paid to the Superintendent in the form of salary (inclusive of the sum set forth in this section), except as may be later amended by the Board through the establishment of a non-contributory plan of deferred compensation. The Superintendent may designate an additional portion of his salary provided in Section 4 of this Agreement to be paid into the annuity program under Section 403(b) of the *Internal Revenue Code* so long as the entire annual contribution under Section 403(b) does not exceed the limits specified in that section.

13. **MEDICAL EXAMINATION.** The Superintendent shall submit to a comprehensive health examination by no later than April 1 of each contract year. The examination shall be performed by doctor(s) approved by the Board and shall include tests for illegal drugs and any other tests deemed necessary by the doctor or required by the Board. The cost shall be borne

by the Board up to a maximum amount of Seven Hundred and No/100 Dollars (\$700.00) or such greater amount as is necessary to meet the scope of examination required by the Board. A report as to the Superintendent's fitness to perform the Superintendent's duties, 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.

14. **HEALTH AND LIFE INSURANCE BENEFITS.** The Board shall provide hospital, surgical, major medical and dental insurance coverage and life insurance coverage during the term of this contract, in accordance with the basic insurance coverage and on the same cost basis as provided for twelve-month certified administrators employed by the School District.

15. **OTHER BENEFITS.** The Superintendent shall receive any other benefits provided to other twelve-month certified administrative employees, so long as such benefits are not inconsistent with the terms of this contract.

16. **AUTOMOBILE/TRAVEL EXPENSES.** The Superintendent shall provide an automobile for use in the performance of the Superintendent's duties. The Board shall reimburse the Superintendent for automobile and other transportation expenses incurred in the performance of the Superintendent's duties in accordance with IRS rules and at the IRS rate of reimbursement, upon submission of appropriate substantiation of that travel by the Superintendent. The Superintendent shall submit to the Business Office appropriate substantiation of these expenses incurred by the Superintendent.

17. **MEMBERSHIPS / EQUIPMENT.** The Board shall pay the membership fee for the Superintendent's participation in local civic organizations acceptable to the Board, and for up to four professional organizations designated by the Superintendent and such other professional organizations as are acceptable to the Board. The Board will provide such electronic equipment as it determines necessary for the Superintendent to perform his duties.

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

19. **EVALUATION.** Annually, on or before June 1 of each contract year, the Board shall formally and in writing review with the Superintendent the Superintendent's progress toward meeting established goals and assess the working relationships among the Superintendent, the Board, the faculty, the staff, and the community; provided, however, in the last year of this contract, the formal review shall take place on or before February 1 as provided in paragraph 2 above.

Unless the Board determines that such referral is not prudent or warranted under the circumstances, the Board shall refer all criticisms, complaints and suggestions called to their attention as a Board to the Superintendent for his review, investigation and recommendation.

20. **OTHER WORK.** The Superintendent shall confine his professional and employment activities to the business of the School District except to the extent approved in advance by the Board. The Superintendent may teach at the collegiate level in the evening and/or pursue and accept speaking engagements as well as teaching opportunities within professional organizations of which he is a member, with the prior approval of the Board and only to the extent that such activities do not interfere with his obligations and duties as Superintendent.

21. **PROFESSIONAL ACTIVITIES.** The Superintendent shall be expected to attend appropriate professional meetings at the local, state, and national levels. Within budget constraints as approved by the Board, the cost of attendance shall be paid by the Board.



22. **TENURE.** In accordance with Section 10-23.8 of the *Illinois School Code*, by accepting this contract, the Superintendent waives any rights pursuant to Sections 24-11 through 24-16 of the *Illinois School Code* (i.e., tenure), as may be amended from time to time.

23. **NOTICE.** Any notice or communication permitted or required under this contract shall be made in writing and shall become effective on the day of service thereof by personal service or by a recognized overnight delivery service, sent to the parties at their respective addresses listed below, or at such other addresses as the parties may from time to time advise in writing.

If to the Board:

President, Board of Education  
Orland School District 135  
15100 South 94th Avenue  
Orland Park, Illinois 60462

With a copy to:

President, Board of Education  
Orland School District 135  
[at his or her last known home address]

If to the Superintendent:

DJ Skogsberg, Superintendent of Schools  
Orland School District 135  
15100 South 94th Avenue  
Orland Park, Illinois 60462

With a copy to:

DJ Skogsberg,  
[at his last known home address]

24. **SEVERABILITY.** In the event any part of this contract is declared void or unenforceable by a court of competent jurisdiction, such portion shall be severed from this contract and the remainder shall continue in full force and effect.

25. **COMPLETE CONTRACT.** This contract sets forth all of the promises, agreements, conditions, and understandings between the parties relative to the

Superintendent's employment by the Board. No modifications of this contract shall be binding on the parties unless in writing and duly approved and signed by each party.

This contract shall be binding on the heirs, executors, and successors of the parties, and shall become effective as of the date the last of the parties signs this contract, as set forth below.

26. **GOVERNING LAW.** This contract shall be governed in accordance with the laws of the State of Illinois in every respect.

27. **HEADINGS.** Paragraph numbers and headings 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 shall control.

28. **COUNTERPARTS.** 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.

29. **TERMINATION OF PRIOR CONTRACT.** The contract between the Board and the Superintendent covering the period from July 1, 2016 through June 30, 2019 is terminated.

BOARD OF EDUCATION  
ORLAND SCHOOL DISTRICT 135  
Cook County, Illinois

SUPERINTENDENT

By: \_\_\_\_\_  
President

\_\_\_\_\_

Attest: \_\_\_\_\_  
Secretary

Date: \_\_\_\_\_

Dated: \_\_\_\_\_

## Exhibit 1

### GOALS:

- Provide a viable curriculum and sound instructional strategies so each student is prepared to meet the academic demands of high school.
- Foster effective communication, including the use of a wide range of tools to engage stakeholders and provide accurate and timely information.
- Focus on providing appropriate resources to meet the educational needs of students while maintaining fiscal responsibility to taxpayers.

### METRICS:

- Maintain or increase the percent of students meeting growth projections in reading and mathematics.
- Close gaps in subgroup growth performance (2016-2017 used as baseline data) in cohort and grade level data groups.
- Establish baseline in 2017-2018 for student engagement and technology integration with improvement targets to be established for the 2018-2019 school year.
- Attempt to improve cost avoidance by \$1 million when comparing Fiscal Year 2018 to Fiscal Year 2019.