

**EMPLOYMENT AGREEMENT  
BETWEEN  
DR. JEFFREY W. HILL  
AND  
BOARD OF EDUCATION OF  
MORTON COMMUNITY UNIT SCHOOL DISTRICT NO. 709  
COUNTY OF TAZEWELL, MORTON, ILLINOIS**

**THIS EMPLOYMENT AGREEMENT ("Agreement")** is made this 23<sup>rd</sup> day of February, 2017, by and between the **Board of Education, School District No. 709, Morton, Illinois** (the "Board"), and **Dr. Jeffrey W. Hill** ("Superintendent"), and/or ("Dr. Hill") approved by a motion adopted at a meeting of the Board held on February 23, 2017 and as found in the minutes of that meeting.

**IT IS AGREED:**

1. **Employment** – Dr. Hill is hereby hired and retained from February 27, 2017 through June 30, 2020.

From February 27, 2017 to June 30, 2017, Dr. Hill shall be engaged in transitional responsibilities. These responsibilities may include, but are not limited to, attending one or more introductory/planning meetings with: (a) District 709 central office administration and building principals; (b) District 709 committees (e.g., Policy, Finance, Evaluation, Technology, and Transition committees); (c) the District 709 administration, for the purpose of reviewing data at its retreat; and (d) building principals, for the purpose of touring the District 709 facilities. Additionally, Dr. Hill shall participate in planning activities involving the District's Comprehensive Accountability Plan and School Improvement Plans. Dr. Hill shall be paid for performing such transitional responsibilities up to three (3) days at a daily rate as calculated as 1/260 of the annual salary for 2017-2018 contract year.

From July 1, 2017 to June 30, 2020, Dr. Hill shall serve as Superintendent of Schools for School District No. 709, Morton, Illinois.

2. **Duties** – The duties and responsibilities of Superintendent of this District shall be all those duties incident to the Office of Superintendent as set forth in the job description, a copy of which is on file in the Unit Office, as may be modified from time to time by mutual agreement; those obligations imposed by the laws of the State of Illinois; and, in addition, such other duties incidental to the office of the Superintendent as from time to time may be reasonably assigned to the Superintendent by the Board.

3. **Licensure** – The Superintendent shall maintain on file with the District during the term of Agreement, a valid and appropriate license (Superintendent's Endorsement) to act as Superintendent of Schools in accordance with the laws of the State of Illinois and as directed by the Board. Additionally, throughout the life of this contract, the Superintendent shall maintain all requirements to act as a Superintendent of Schools in the State of Illinois.

4. **Waiver of Tenure** – The Superintendent acknowledges that, pursuant to Section 23.8 of the Illinois School Code, he waives any and all rights to tenure in the District by virtue of entering into this multi-year contract.

5. **Performance Goals** – Annually, the Superintendent, with the assistance of his administrative team, shall (1) evaluate student performance, including, but not limited to, student performance on standardized tests, successful completion of the curriculum, and attendance and drop-out rates; (2) review the curriculum and instructional services; (3) review school finances; and (4) report to the school board on his findings as to (a) student performance and (b) his recommendations, if any, for curriculum or instructional changes as a result of his evaluation of student performance. The presentation of the report shall constitute the achievement of the goals and indicators of student performance and academic improvement as required by Section 10-23.8 of the *Illinois School Code*.

6. **Evaluation** – Annually, but no later than 60 days after the end of each contract year, the Board shall evaluate the Superintendent. As part of the evaluation the Board shall determine whether or not the Superintendent has achieved the annual performance goals as set forth in Section 5 or later goals discussed and mutually agreed to by the parties and adopted by the Board, pursuant to 105 ILCS 5/10-23.8a and the Board shall advise the Superintendent in writing of its determination. Any new goals shall be mutually agreed to and reduced to writing and be incorporated in this contract by contract amendment.

Prior to the end of any year of the contract, the Board and Superintendent may mutually agree to extend the employment of the Superintendent for a period not to exceed the maximum permitted by law provided all the performance and improvement goals contained herein have been met.

7. **Salary** – In consideration of a compensation package provided for herein, Superintendent hereby agrees to devote his entire time, skill, labor, and attention to this employment, during the term of this Agreement, except as otherwise provided in this Agreement, and to perform faithfully the duties of Superintendent of Schools for this District as set forth in this Agreement. The salary for July 1, 2017 through June 30, 2018 shall be One Hundred Seventy Five Thousand Dollars (\$175,000). The annual salary shall be paid in equal installments at regular intervals during each school year as provided to other certified staff in the District.

Each subsequent contract year, the Board, in consultation with the Superintendent, may adjust the annual compensation, salary and/or fringe benefits of the Superintendent during the term of this contract, and thereafter, provided that any compensation, salary and/or fringe benefits adjustment shall not be lower than the annual compensation, salary and fringe benefits paid by the Board in the preceding contract year. Any adjustment in the compensation package made during the life of this contract shall be in the form of an amendment and become part of this contract, but it shall not be deemed that District and Superintendent have entered into a new contract nor that the termination date of the existing contract has been extended. The Board and the Superintendent may enter into subsequent agreements or extensions of this contract for additional periods of time, provided the student performance and academic

improvement goals set forth in this contract have been met and said agreement is reduced to writing.

8. **TRS/THIS** – In addition to the annual salary and other compensation stated in this contract, the Board shall pay on behalf of the Superintendent to the State of Illinois Teachers' Retirement System the employee's required contribution to the pension system, not to exceed 9.0% and the employee's required THIS contributions to the health fund, not to exceed 1.12%. The Superintendent shall 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. 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 Teachers' 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.

9. **Insurance** – The Superintendent shall have the right to participate in the District group health policy for the Superintendent and dependents at a cost equal to the licensed employee contribution rate. The Board shall provide and pay the premium for group term life insurance for Superintendent in the amount of \$250,000.00, providing only that the carrier finds Superintendent insurable without special rating

10. **Professional and Civic Organizations** – The Board shall pay for professional (including but not limited to the Illinois Association of School Administrators, American Association of School Administrators and Illinois Association of School Business Officials) and civic dues and expenses for Superintendent upon approval of the Board which shall not be unreasonably withheld.

11. **Professional Activities** – The Superintendent shall be expected to attend conferences and professional meetings at the state and local level. The Board shall pay for travel related expenses for such meetings upon substantiation. However for any national conferences/meetings the Board must approve attendance prior to actual registration.

12. **Business/Mileage Reimbursement** – The Board shall reimburse the Superintendent for reasonable monthly expenses incurred in the performance of his duties, including business travel on behalf of the district. Substantiation of all expenses incurred pursuant to this provision shall be made by the Superintendent as required by the board and in accordance with the regulations of the *Internal Revenue Code*, as amended. Mileage shall be reimbursed at the current mileage reimbursement rate as set forth by the *Internal Revenue Code*.

13. **Other Benefits** – With the exception of a retirement bonus or incentive, and except as otherwise specified within this contract, the Board shall provide all other benefits similar to the other District administrators as provided for in applicable Board policies and regulations in addition to those specifically provided in this agreement. (holidays, personal days, etc.)

14. **Flex Benefit Plan** – The Board shall provide a Section 125 Flex Benefit Plan under the same terms and conditions as that offered to other personnel to the Superintendent at no administration cost.

15. **Medical Examination** – At least once a year during the term of this Agreement, the Superintendent shall obtain a comprehensive medical examination paid for by the Board. The Superintendent shall authorize and direct the examining physician to provide the Board with a statement of the general condition of health of the Superintendent.

16. **Sick Leave** – Superintendent shall accrue sick leave in accordance to that provided to other certified employees in the district. Such sick leave reserve may accumulate to a maximum of three hundred and forty (340) days full pay excluding the sick leave of the current year.

17. **Personal Leave** – Superintendent shall be allowed two (2) days per year of personal leave, which may also be used as sick leave. Unused personal leave shall be converted to sick leave days at the end of each school year, subject to the maximum accumulations set forth above.

18. **Holidays** – Holidays falling during the school year will be observed as per the school calendar in the same way as for all other District employees and without loss of pay. Additionally, the Superintendent shall be entitled to the July 4th holiday and even if not part of the school year, the holidays of Memorial Day and Labor Day. In the event July 4th falls on a Saturday or Sunday, the preceding Friday or following Monday shall be given as a holiday.

19. **Vacation** – Superintendent shall be entitled to paid vacation of twenty-five (25) working days per contract year. Legal holidays shall not count toward vacation use. Unused vacation days may, at the Superintendent's option, be carried forward to the next school year to a maximum accumulation of thirty-five (35) days.

20. **Residency** – The Superintendent shall establish his residency in the School District no later than July 1, 2018 and shall thereafter maintain his residency in the School District.

21. **Moving Expenses** – The Board will pay to the service provider chosen by the Superintendent the actual cost of the moving expenses, not to exceed Five Thousand Dollars (\$5,000).

22. **Background Investigation** – Under Section 10-21.9 of The School Code of Illinois, Boards of Education are prohibited from knowingly employing a person who has been convicted of committing or attempting to commit the named crimes therein. This contract is contingent upon receipt of a criminal background investigation report deemed acceptable by the Board.

23. **Other Work** – The Superintendent may undertake consultative work, speaking engagements, writing, lecturing, or other professional duties and obligations which do not interfere with his obligations to the District. Superintendent shall not

engage in any consulting work with, or receive compensation from, an individual or entity that has a contractual relationship with the Board.

**24. Discharge for Cause** – Throughout the term of this Agreement, Superintendent shall be subject to discharge for just cause, provided, however, that the Board does not arbitrarily or capriciously call for dismissal and the Superintendent shall have the right to service of written charges, notice of hearing, and a hearing before the Board. If Superintendent chooses to be accompanied by legal counsel at such hearing, all such personal legal expenses shall be paid by Superintendent. Failure to comply with the terms and conditions of this Agreement, after notification and a reasonable opportunity to correct where deemed remediable, shall be sufficient cause for purpose of discharge as provided in this Agreement.

**25. Termination of Agreement** – During the term of this Agreement, the Board and Superintendent may mutually agree, in writing, to terminate this Agreement.

**26. 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.** 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.

**C.** 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. Except as may otherwise be provided herein, no subsequent alteration, amendments, change or addition to this contract shall be binding upon the parties unless reduced in writing and duly authorized and signed by each of the parties.

**D.** The Superintendent shall be allowed the use of a District desktop and laptop computers and printer for work completed at home.

**27. Notice** – Any notice of communication permitted or required under this Agreement shall be in writing and shall become effective on the day of mailing thereof by registered or certified mail, addressed:

Superintendent

Dr. Jeffrey W. Hill

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School District

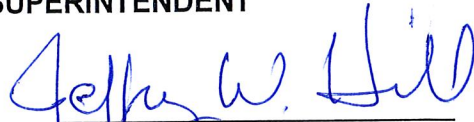
Morton Community Unit School  
District No. 709  
1050 S. Fourth Street, Suite 200  
Morton, IL 61550

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed in their respective names and in case of the Board, by its President, on the day and year first written above.

**BOARD OF EDUCATION  
MORTON COMMUNITY UNIT  
SCHOOL DISTRICT NO. 709**

By   
Its President

**SUPERINTENDENT**

  
Dr. Jeffrey W. Hill

**ATTEST:**

  
Its Secretary