

## THE SUPERINTENDENT'S CONTRACT

It is hereby agreed by and between the BOARD OF EDUCATION OF THE CITY OF PEORIA, SCHOOL DISTRICT NO.150, located in Peoria, Illinois (hereinafter called "the Board"), and FRANCIS H. HINTON (hereinafter called "the Superintendent"), that the Board in accordance with its action as found in the minutes of the meeting held on July 1, 2005, does hereby employ FRANCIS H. HINTON as Superintendent of Schools for a period commencing the 1st day of July, 2005; and ending on the 30th day of June, 2008 as more particularly hereinafter provided.

### WITNESSETH

#### 1. Agreement.

a) Effective July 1, 2005, FRANCIS H. HINTON shall be employed as the full-time Superintendent of Schools.

b) FRANCIS H. HINTON agrees to perform faithfully the duties of Superintendent for School District No.150. The duties shall include those duties set forth by the laws of the State of Illinois, by the rules, regulations, policies and procedures promulgated by the Board, and by the job description created by the Board as may be amended from time to time.

c) The Superintendent hereby agrees to devote his full time, skill, labor and attention to the employment agreed to during the term of this contract. Throughout the life of this contract, the Superintendent shall provide and maintain a valid and appropriate certificate to act as Superintendent in the State of Illinois, except as herein

provided. It is understood that the Superintendent currently has a provisional certificate to act as Superintendent and he shall obtain a regular certificate with Superintendent's endorsement.

2. Contract Term and Salary.

a) This agreement shall be in effect from July 1, 2005 to and including June 30, 2008. The annual salary when acting as Superintendent shall be ONE HUNDRED EIGHTY-FIVE THOUSAND DOLLARS (\$185,000.00) per year. The annual salary shall be paid in equal installments as provided by District procedure. The Board reserves the right to annually review and adjust the Superintendent's salary in its discretion, provided, however, the Board shall not reduce the Superintendent's salary below the figure stated above.

b) Any adjustment in salary made during the life of this contract shall be in the form of an amendment and shall become a part of this contract, provided, however, that pursuant to any amendment, the Board shall not be considered to have extended the termination date of this contract. The Board may extend the termination date of the existing contract only by specific action.

c) The District shall pay the Superintendent's employee share of the annual Teacher's Retirement System retirement contribution.

d) Provisions of this Agreement may be amended upon the mutual agreement of the Board and the Superintendent.

3. Discharge and Termination.

a) Throughout the term of this contract the Superintendent shall be subject to discharge for good and just cause. Failure to comply with the terms and conditions

of this Agreement or the directives of the Board shall be sufficient cause for discharge.

b) In the event of discharge for cause, the Superintendent shall have the right to written charges, notice of and a fair hearing before the Board.

c) During the term of this Agreement, the Board and the Superintendent may mutually agree in writing to terminate this Agreement.

d) The Board may terminate this Contract, without cause, by giving the Superintendent a written sixty (60) day notice of such termination and payment of a dollar amount equal to fifty (50%) percent of the Superintendent's base annual salary. Upon the giving of such notice and payment of the dollar amount specified, all rights and obligations of both parties under this Contract shall be terminated. This provision shall not be exercised until after June 30, 2006.

#### 4. Professional Development.

The Board expects the Superintendent to continue his professional development, expects him to participate in relevant learning experiences, and expects him to maintain his status in the professional community. The Superintendent shall attend appropriate professional meetings at the local, state and national level. The expenses of these meetings as approved by the Board shall be paid by the District. The Superintendent shall also maintain membership in such professional organizations as will further his education and develop skills as a Superintendent. The District shall pay all such professional dues as approved by the Board of Education incurred by the Superintendent.

The Superintendent may undertake appropriate consultative work, speaking engagements, writing, lecturing or other professional duties and obligations. Any

stipends, honorariums or other compensation shall belong to the Superintendent; however, time off from work for any paid activities shall be charged to the Superintendent's vacation allowance.

From time to time the Superintendent shall update the Board on all phases of his continuing professional development.

5. Selection of District Employees.

The Superintendent shall recommend the selection, retention, and dismissal of all employees of the District. The Superintendent shall have the power to assign and transfer all employees of the District except the Controller-Treasurer, Board Secretary and Assistant Board Secretary.

6. Medical Exam.

The Superintendent does hereby agree to have a comprehensive medical examination once each year. A statement certifying the physical competency of the Superintendent shall be filed annually with the Secretary of the Board and shall be treated as confidential information by the Board. The cost of the medical examination shall be borne by the District.

7. Benefits.

a) The District shall reimburse the Superintendent for any actual travel expenses and automobile mileage.

b) The Superintendent shall receive twenty-five (25) vacation days per year and may accumulate and carry forward a maximum of nine (9) weeks of accrued vacation time. All accumulated vacation time shall qualify for retirement benefit purposes according to District policy.

c) The District shall pay the Superintendent's employee share of the group family coverage under the District's group medical insurance program.

d) The Board shall provide independent legal counsel and pay the fees and costs for such services rendered on behalf of the Superintendent in the defense of any civil action wherein the Superintendent is a named party when such litigation arises from an incident(s) occurring within the scope of the Superintendent's employment and a conflict of interest arises or threatens to arise between the Superintendent and any other named party in such litigation. Such independent counsel shall be selected by the Superintendent, subject only to the approval of the Board as to the payment of reasonable and customary fees as charged by the independent counsel to the Superintendent. In the event there is coverage under any policy of insurance carried by the School District, such costs shall first be paid by any such insurance company and the balance or excess of such charges shall be paid by the School District. This provision for payment of the Superintendent's legal expenses shall not apply to any criminal action against the Superintendent. During the period July 1, 2005 through June 30, 2008, the Superintendent shall be granted an allowance, not to exceed total, the sum of TWO THOUSAND (\$2,000.00) DOLLARS to retain independent legal counsel for purposes of advising and representing the Superintendent concerning questions arising under this Contract or the Superintendent's employment, but shall not include any litigation expenses or costs. After June 30, 2008, any unused balance of this allowance shall be the sole property of the District.

e) The Board shall provide a total of TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000.00) face amount term life insurance for the Superintendent at

District cost. This shall include the FIFTY THOUSAND DOLLARS (\$50,000.00) face amount group term insurance plus an additional TWO HUNDRED THOUSAND DOLLARS (\$200,000.00) of coverage to be secured by the District.

f) The Board shall annually contribute a sum equal to 6.3% of the Superintendent's base salary into a tax deferred annuity program selected by the Superintendent. The District's contribution shall be made in July of each year. The Superintendent may elect to increase his contribution to the tax deferred annuity program by authorizing the District to deduct additional sums of money from his salary.

g) The Board shall grant sick leave to the Superintendent according to the policies and rules of the District as they apply to certified employees. The Superintendent shall be granted an initial sick leave bank of sixty-five (65) days. These initial days may be used only for actual sickness or disability and shall not be eligible for any other option allowed by Board policy. The initial sick leave bank days shall be annually replaced by "earned" sick leave days as accumulated by the Superintendent.

#### 8. Retirement.

The Superintendent may retire at any time effective on or after June 30, 2006, by giving the Board of Education at least One Hundred Eighty (180) days written notice prior to the effective date of any such retirement. Notwithstanding the foregoing, in the event the Superintendent is advised by his physician to take immediate retirement for medical reasons, he shall give the Board immediate written notice and the effective date of such retirement shall be mutually agreed upon by the Superintendent and the Board. In the event the Superintendent elects to retire, he shall not be eligible for the Retirement Incentive, either early or regular retirement, as provided by the current

Teachers' Collective Bargaining Agreement or any similar benefit provision in future Teacher Contracts.

9. Rules and Policies.

The District agrees that all rules, policies and procedures applicable to the Superintendent as of the date of this contract shall not be changed by the District during the term of this contract, including any amendments thereto unless agreed to by the Superintendent. This provision shall not prohibit or prevent the Board of Education from changing any District rules, policies and procedures as they apply to other employees.

10. Notice and Renewal.

The Board and the Superintendent agree to advise each other in writing of their intent to renew or not to renew this contract. The notice of intent shall be given either party on or before January 1, 2008, for the initial term of this contract and thereafter, the time for giving such notice shall be January 1st of the final year of any renewal of this contract. In the event this contract is renewed, a renewal may be for a term of one (1) through five (5) years and all renewals or rollovers of this contract shall be in compliance with 105 ILCS 5/10-23.8 known as the Illinois School Code-- Superintendent Contracts.

11. Review and Evaluation.

a) This is a performance based contract pursuant to 105 ILCS 5/10-23.8 and the Superintendent and Board shall, within 90 days after the execution of this contract, mutually agree upon and attach hereto as a part of this contract, Addendum A which shall contain the mutually agreed upon Student Performance and Academic

Improvement Goals for the Superintendent. The Board may additionally set annual goals for the Superintendent which shall be added as Addendum B. Such Addendum B Goals shall give guidance to the Superintendent and shall be reviewed and revised annually; such goals shall not be used or considered as part of the requirements of 105 ILCS 5/10-23.8 but may be used for annual evaluation purposes.

Annually, but no later than March 15th of each contract year, the Board shall review with the Superintendent his progress toward mutually agreed upon goals and working relationships among the Superintendent, the Board, the faculty, the staff, and the community, including the Student Performance and Academic Improvement Goals as attached to this Contract as Addendum A and Addendum B. Goals. The Board and the Superintendent may establish a written evaluation document or, if none is approved, the Superintendent's evaluation shall be considered pursuant to the written Policies & Procedures of the District, but shall include the Student Performance and Academic Improvement Goals attached to this Contract as Addendum A and Addendum B. Goals. The attached Addendum A. Goals shall be used pursuant to 105 ILCS 5/10-23.8 in the event the Board desires to extend this Contract. At the evaluation, any perceived inadequacies shall be communicated to the Superintendent.

The Superintendent or his designee shall present a report of the evaluation and analysis of each Central Office administrative staff and building principals annually to the Board prior to February 15 of each year.

b) The members of the Board, collectively and individually, shall promptly refer all criticisms, complaints, and suggestions called to their attention to the Superintendent for study and evaluation. The Superintendent shall, within reasonable



time, report to the Board his recommendations in response to those items communicated to him.

12. Governing Law.

This contract is made in conformance with 105 ILCS sections 5/10-21.4 and section 5/10-23.8 and the parties hereto shall be governed by all of the rights and duties granted therein except as specifically expanded by this agreement. This contract is the sole and exclusive employment contract between the parties and the Superintendent shall not have any tenure status in the District.

13. Notice.

Any notice or communication permitted or required under this Agreement shall be in writing and shall become effective on the date of mailing thereof by registered or certified mail or by personal service, addressed:

**If to the Board to:**  
President - Board of Education  
School District No.150  
3202 N. Wisconsin  
Peoria, IL 61603

**If to the Superintendent, to:**  
Francis H. Hinton  
8100 W. Tuscarora Rd.  
Mapleton, IL 61547

14. Miscellaneous.

a) This Agreement has been executed in duplicate at Peoria, Illinois, and shall be governed in accordance with the laws of the State of Illinois in every respect.

b) 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 Agreement, the text shall control.

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.

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, on the 1<sup>st</sup> day of July 2005.

Board of Education, City of Peoria  
School District No. 150

FRANCIS H. HINTON

BY: \_\_\_\_\_

President

Superintendent

ATTEST:

Julia A Cramer  
Secretary – Board of Education

## ADDENDUM "A"

### SUPERINTENDENT GOALS PEORIA PUBLIC SCHOOL DISTRICT #150

The Superintendent shall provide educational leadership:

1. That supports improved student achievement. Student achievement gains shall be measured by the percent of students who move from one ISAT performance level to the next greater ISAT performance level as specified by the State.
2. That develops a local system of assessment in Reading and Mathematics, beginning with primary grades.
3. That provides professional development for teachers and administrators in the areas of data utilization for improving student achievement.
4. That provides professional development for teachers and administrators on the use of literacy strategies in improving student achievement.
5. That develops a strategic plan to provide systemic and continuous improvement in student achievement.
6. That determines the fiscal needs of the district and develops a plan to manage the resources necessary to deliver the educational program and to ensure student achievement.
7. That conducts various audits and studies to determine the vitality and health of the school district in the following areas:
  - School Satisfaction and Community Involvement
  - Budget and Finance
  - Curriculum and Instruction
  - Facilities and Building Utilization
8. That evaluates all enhancement programs to determine the extent to which they are supporting student achievement.

ADDENDUM B  
Superintendent's Goals  
2007-2008 School Year

**1. STUDENT ACHIEVEMENT**

1. Increase the percentage of students making AYP and decrease the number of schools not making AYP
2. Complete and implement the Restructuring Plan for Manual High School
3. Identify what the Achievement Gap is in District 150 and develop strategies to address the gap as it pertains to race and class
4. During the year, put together a team to address the over-identification of minority students and delivery of service for special education
5. Put a team together and implement strategies to improve the academic performance, programs and structures of the high schools

**2. FISCAL RESPONSIBILITY**

1. Meet budget projections to stay on target for balancing the budget

**3. QUALITY STAFF**

1. Develop a performance based evaluation instrument for central and building administrators

**4. SAFE, CARING ENVIRONMENTS**

1. Develop a plan for the Board and achieve community consensus for an alternative school

**5. CULTURE OF CUSTOMER SERVICE**

1. Develop for all staff a series of professional development opportunities on improving customer service
2. Develop a communications plan to improve the District's image in the community