

PERFORMANCE-BASED CONTRACT OF EMPLOYMENT

THIS PERFORMANCE-BASED AGREEMENT is made by and between Kevin J. O'Mara ("Superintendent of Schools") and the Board of Education of Argo Community High School District No. 217, Cook County, Illinois ("Board"), pursuant to a motion approved at the meeting of the Board held on December 26, 2012, in consideration of the mutual covenants and promises contained herein.

This Agreement constitutes a successor administrative performance based employment contract entered into during the term of an existing, predecessor administrative performance based employment contract. In accordance with the provision in 105 ILCS 5/10-23.8 of The Illinois School Code, the Superintendent and Board confirm and acknowledge that the Superintendent has met the goals and indicators of student performance and academic achievement, as stated in the original, predecessor contract.

IT IS AGREED:

W I T N E S S E T H:

1. Employment. In accordance with Section 10-23.8 of the School Code (105 ILCS 5/10-23.8), the Board does hereby employ Kevin J. O'Mara as Superintendent of Schools for Argo Community High School District No. 217, to perform such duties as are provided by this Performance-Based Contract and by law for the period of July 1, 2012 through June 30, 2017; and Kevin J. O'Mara does hereby accept such employment as Superintendent of Schools. The contract year under this Contract is July 1 through the succeeding June 30 of each year.
2. Duties. The Superintendent of Schools is and shall be, throughout the life of this Agreement and any extension(s) thereof, the chief executive officer of School District No. 217, in charge of all administrative, educational and financial matters pertaining to

the public schools of School District No. 217 and the operations thereof, and such other functions as are imposed by Board Policy and State law and as may be assigned from time-to-time by the Board. This includes organization of the Central Administration and direction of other personnel, subject to approval by the Board. The Superintendent of Schools shall report as appropriate to the Board regarding his acts and doings. In addition, the Board, individually and collectively, shall promptly refer all criticisms, complaints and suggestions called to its attention to the Superintendent for study and recommendation.

3. Performance Goals and Indicators. In accordance with Section 10-23.8 of the School Code [105 ILCS 5/10-23.8], the parties have established goals for the Superintendent for the term of this Agreement. The goals, which shall be linked to student performance and academic improvement within the schools of the School District, shall be set forth in Exhibit A. For the goals to be set forth in Exhibit A, and for all other goals established by the parties during the term of this Agreement, the following steps will be taken by the Board and the Superintendent to facilitate achievement of the goals:

- A. The Superintendent will prepare for review and approval by the Board a program for achievement of each goal within a recommended period of time. The program for achievement of the goals will also identify the indicators and metrics and measurements of each goal. It is expected that all of the goals will be achieved by the end of the Contract, unless otherwise agreed by the Superintendent and the Board due to unexpected circumstances or a decision to delete or substantially modify any of the goals.

B. 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 January 31 of the last year of this Contract;
- 2) At the expiration of the period of time identified in the program approved by the Board under 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) thru 3) above, the Superintendent will prepare a report to the Board regarding achievement of the goals including the indicators and metrics and measurements. 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.

C. 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. In order to maximize opportunities for the Superintendent's achievement of the goals, the Board shall cooperate with and assist the Superintendent and agrees that the Superintendent shall have all necessary resources and requisite control over the operations, including finances and deployment of personnel, and educational

programs of School District No. 217. If the Board fails to meet any of these obligations, thereby preventing the Superintendent from achieving any of the established goals, the Superintendent's failure to achieve the applicable goal(s) shall not be deemed the fault or failure of the Superintendent and the parties agree to modify or remove the applicable goal(s), as the case may be. Similarly, circumstances beyond the control of the Superintendent that prevent the attainment of any of the established goals shall not be deemed the fault or failure of the Superintendent and, in such instances, the Board and the Superintendent agree to modify or remove the applicable goal(s).

4. Evaluation. By March 1 of each year of this Contract, there shall be an evaluation of the Superintendent's performance. The Board shall review with the Superintendent his progress toward the Superintendent's goals and objectives and his overall working relationships among the Board, faculty, staff and community. In addition, said evaluation shall review the Superintendent's progress toward and achievement of the goals and indicators established pursuant to Section 3 and, in conjunction with such review, may agree to modify, remove or add goals and indicators for the next subsequent year of the contract. The Superintendent shall each year notify the Board at least thirty (30) calendar days in advance that the annual performance reviews and evaluations are scheduled to occur.
5. Salary. As compensation for such services, the Board does agree to pay the Superintendent of Schools a base salary of Two Hundred and Fifty Thousand and 00/100 Dollars (\$250,000.00) per annum. The Superintendent of Schools hereby agrees to devote full-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 annual base salary shall be paid in equal installments in accordance with the policy of the Board governing payment of compensation to other certificated staff members of the professional staff and be subject to withholding as required by law or authorized by the Superintendent of Schools. For each subsequent contract year the Superintendent's annual base salary shall be increased by three percent (3%) over the previous contract year's annual base salary.

6. Teachers' Retirement System. In addition to the gross compensation paid to the Superintendent by the Board as expressed herein, the Board shall "pick up" and pay on the Superintendent's behalf, the Superintendent's entire "member contribution" and the "health insurance contribution" to the Illinois Teachers' Retirement System (the "TRS"), applicable to said gross compensation as well as the other contributions and benefits identified herein, together with all required Medicare contributions.

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 payment 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 the TRS.

7. Outside Activities. The Superintendent of Schools shall devote his time, attention and energies to the business of School District No. 217. However, the Superintendent of Schools may with approval of the Board President undertake limited speaking or writing engagements, lecturing or other professional activities and may retain any compensation

or honoraria derived from such work provided that these activities are conducted predominately on vacation, holidays or other non-working time and do not interfere with the effective performance of his duties as the Superintendent of Schools.

8. Certificate. During the life of this Agreement, the Superintendent of Schools shall maintain a valid and appropriate certificate to act as Superintendent of Schools in accordance with the laws of the State of Illinois and as directed by the Board and shall keep such certificate in full force and effect during the life of this Agreement.
9. Sick Leave. The Superintendent of Schools shall be entitled to eighteen (18) days of sick leave with full pay annually. Said complement of sick leave shall be credited to the Superintendent of Schools on the first day of each contract year. Unused sick leave shall accumulate without limit.
10. Personal Days. The Superintendent of Schools shall be entitled to three (3) personal days with pay annually. Said complement of personal days shall be credited to the Superintendent of Schools on the first day of each contract year. Unused personal days shall not accumulate from year-to-year.
11. Vacation. Full and regular service shall be rendered by the Superintendent of Schools for twelve (12) months in each school fiscal year during the life of this Agreement; provided that the Superintendent of Schools shall be entitled annually to twenty-four (24) business days' vacation with full pay not to interfere with the orderly function of the School District, exclusive of and in addition to all legal holidays. Whenever the Superintendent of Schools intends to schedule more than five (5) consecutive days of vacation, he shall notify the Board President at least two (2) weeks before the date such vacation is scheduled to commence, unless in case of an emergency. Unused vacation days shall not

accumulate from year-to-year without the prior approval of the Board of Education. At the Superintendent's sole discretion, the Superintendent may exchange a maximum of fifteen (15) unused accumulated vacation days for payment each contract year at the Superintendent's then per diem rate in lieu of using such unused accumulated vacation days, provided the payment for said unused vacation days shall not require or cause the Board to pay any penalties to TRS. Any compensated vacation days shall be calculated at a 1/260 per diem rate of pay and shall be paid during the same contract year in which the vacation days are earned. If this Agreement is terminated for any reason, the Superintendent of Schools shall be paid for all earned, but unused, vacation days at the rate of his salary in effect at the time of the Agreement's termination. Such payment for earned, unused vacation days shall be paid to the Superintendent after the Superintendent's final work day and receipt of his final paycheck for regular earnings or at such later date as necessary to avoid the payment by the Board of any penalties to TRS.

12. Insurance Coverages. The Board shall furnish the Superintendent of Schools with single and family major medical and hospitalization insurance and dental insurance in accordance with the insurance coverages extended to other members of the District's administrative staff. During the term of this Agreement, the Board shall also provide the Superintendent of Schools with term life insurance in an amount equal to Four Hundred Thousand Dollars (\$400,000), provided the Superintendent meets the ordinary qualification requirements of the Board's insurer. To the extent usually and customarily permitted by the insurer without additional cost, the Board shall assign ownership of the policy to a person or trust designated by the Superintendent, and upon termination of this contract shall allow the owner to continue the insurance coverage at the owner's expense.

The Superintendent may, at his sole discretion and expense, purchase additional coverage, to the extent usually and customarily permitted by the insurer.

Provided the Superintendent is employed by the Board at the conclusion of the 2016-2017 contract year and retires from the School District, the Board shall provide post-retirement School District family major medical and hospitalization insurance and dental insurance with no required contribution from the Superintendent. Such coverage shall continue until the Superintendent is Medicare eligible but shall become invalid if the Superintendent accepts a post-retirement position that offers employer paid family major medical and hospitalization insurance and dental insurance.

13. Other Benefits. The Superintendent of Schools shall have the option of availing himself of the other fringe benefits afforded to other members of the District's administrative staff, which benefits are not otherwise specifically enumerated in this Agreement. By identifying selectively certain fringe benefits in this Agreement, the parties acknowledge and agree that the benefits described herein shall take precedence over and be substituted for the general fringe benefit package afforded other members of the District's administrative staff and are not intended to supplement such general fringe benefit package.
14. Professional Activities, Memberships and Expenses. The Board encourages continuing professional growth of the Superintendent of Schools through membership in and participation in local service clubs and in professional organizations (AASA, IASA and others as appropriate) and through attendance at appropriate professional meetings and conferences at the local, state and national levels. The Superintendent of Schools may attend such professional meetings and the Board shall reimburse the Superintendent of

Schools for actual and necessary expenses incurred by him in attending such meetings and conferences. The Superintendent shall notify the Board President of his planned attendance at downstate meetings and conferences and shall obtain the Board President's prior consent for his attendance at any out-of-state meetings or conferences. In general, the Superintendent shall be permitted to attend one national/out-of-state conference each school year, absent special approval by the Board. The Board shall also pay the cost of the Superintendent's annual membership dues in the AASA, the IASA as well as other professional organizations and local service organizations as approved by the Board.

15. Indemnification. The Board agrees that it shall defend, hold harmless, and indemnify the Superintendent of Schools from any and all demands, claims, suits, actions, and legal proceedings brought against the Superintendent of Schools in his individual capacity or in his official capacity as agent and employee of the Board, provided the incident giving rise to said demand, claim, suit, action or legal proceeding arose while the Superintendent of Schools was acting within the scope of his employment, but excluding criminal litigation and liability arising in respect to the operation of any vehicle as such liability coverage is not within the authority of the Board to provide under State law. Notwithstanding the foregoing, it is expressly understood that in no case will individual Board members be considered personally liable for indemnifying the Superintendent of Schools against such demands, claims, suits, actions and legal proceedings.
16. Termination of Agreement. This Agreement may be terminated by:
 - A. Mutual agreement of the parties.
 - B. Retirement of the Superintendent of Schools.

- C. Disability of the Superintendent of Schools - Should the Superintendent of Schools be unable to perform the duties and obligations of this Agreement, by reason of illness, accident or other cause beyond the Superintendent's control and such disability exists for a period of more than ninety (90) days after the exhaustion of accumulated sick, personal and vacation leave days during any school year, or if such disability is permanent, irreparable, or of such nature as to make the performance of Superintendent's duties impossible, the Board, at its option, may terminate this Agreement, whereupon the respective duties, rights and obligations of the parties shall terminate. Prior to termination for disability, the Superintendent may request a hearing before the Board in closed session.

If a question exists concerning the capacity of the Superintendent of Schools to return to his duties, the Board may require the Superintendent of Schools to submit to a medical examination, to be performed by a physician licensed to practice medicine in Illinois. The Board and the Superintendent of Schools shall attempt to mutually agree upon the physician who shall conduct the examination. If the parties cannot so agree, the School District's insurance carrier shall select the examining physician. The examination shall be done at the expense of the School District. The physician shall limit his report to the issues of whether the Superintendent of Schools has a continuing disability which prohibits him from performing his duties.

- D. Discharge for Cause -- The Board may discharge the Superintendent of Schools for just cause, which shall include but not be limited to failure to obtain or maintain the State of Illinois Certificate referred to above, neglect of duty, or

breach of contract. Failure to achieve the goals established in Section 3 of this Agreement shall not be a basis for just cause termination under this Section. Notice of discharge for just cause shall be given in writing and the Superintendent of Schools shall be entitled to appear before the Board for a hearing on such causes. If the Superintendent of Schools chooses to be accompanied by legal counsel at such hearing, he shall bear any costs therein involved. Such hearing shall be conducted in closed session. The Superintendent of Schools shall be provided a written decision stating the results of the hearing.

- E. Unilateral Termination by the Board – No earlier than July 1, 2014, the Board may, at its option, and by minimum of thirty (30) days' notice to the Superintendent of Schools, and without the requirement for a meeting otherwise provided in Section 16D above, unilaterally terminate this Agreement. In the event of such termination the District shall pay to the Superintendent of Schools, as severance pay, two years base salary as set forth in Section 5, or the base salary he would have earned under this Agreement from the actual date of termination to the termination date set forth in this Agreement, whichever is less. In addition, the Board shall also provide individual major medical and hospitalization insurance and dental insurance with no required contribution from the Superintendent. Such provision shall continue until the Superintendent is Medicare eligible, but shall terminate in the event that the Superintendent accepts employment after his termination that offers employer paid individual major medical and hospitalization insurance benefits.
- F. Death of the Superintendent of Schools.

G. Non-Renewal Without Cause at the End of the Contract - The Superintendent hereby resigns from employment with the Board effective at the close of the day on June 30, 2017, in order to retire through the Illinois Teachers' Retirement System immediately thereafter and the Board accepts such resignation and retirement. This resignation by the Superintendent and acceptance by the Board satisfies any requirement under the Illinois School Code, or any other applicable law, with respect to notice of non-renewal at the end of the term of this contract or evaluation in the last year of this contract, and no further notice or evaluation in the last year of this contract need be given by either the Board or the Superintendent, unless otherwise agreed to by the Parties.

17. Medical Examination. The Superintendent of Schools shall submit to a comprehensive executive medical examination before October 1 of each contract year. The medical examination shall include tests deemed necessary by the physician or required by the Board. The cost of the medical examination shall be borne by the Board provided such cost is reasonable or is otherwise approved by the Board or results from tests required by the Board. A report as to the Superintendent of Schools' health, in a form satisfactory to the Board, shall be presented to the Board and placed in the Superintendent of Schools' personnel file or other confidential file as required by law. The Superintendent of Schools 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.

18. Notice. Any notice or communication permitted or required under this Agreement shall be in writing and shall become effective on the day of mailing thereof by first class, registered or certified mail, postage prepaid, addressed:

If to the Board, to:

President, Board of Education
Argo Community High School District No. 217
7329 West 63rd Street
Summit, IL 60501

If to the Superintendent of Schools, to:

Kevin J. O'Mara
811 Clarence Avenue
Oak Park, IL 60304

19. 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 is contingent on completion of the background investigation required of all public school employees by law. If the investigation discloses information which would prohibit employment or call into question the Superintendent of School's fitness to serve the School District as the role model required by Sections 10-20.21 and 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.
- 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 Agreement, the text shall control.

- D. 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.
- E. The Superintendent of Schools in accepting the terms of this multi-year contract waives all rights granted him under Sections 24-11 through 24-16 of the School Code.
- F. If any provision of this Agreement 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.
- G. This Agreement contains all 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. No modification or amendment of this Agreement shall be valid or binding on the parties unless it is in writing and executed by the Board and the Superintendent of Schools.

IN WITNESS WHEREOF, the parties have executed this Agreement the date and year first above written.

BOARD OF EDUCATION OF
ARGO COMMUNITY HIGH
SCHOOL DISTRICT NO. 217,
COOK COUNTY, ILLINOIS

By: Terence Pappas
Its President

ATTEST: D. D. A. J.
Its Secretary

SUPERINTENDENT OF SCHOOLS

By: Kevin J. O'Mara
Kevin J. O'Mara

EXHIBIT A

PERFORMANCE GOALS AND INDICATORS

GOAL #1: The Superintendent shall annually develop a District Improvement Plan that will include the following:

- a) Review of the district's School Improvement Plan (SIP)
- b) District Comprehensive Assessment Program (CAP) planning
- c) District Staff Development Plan

GOAL #2: The Superintendent shall coordinate and implement the District's Facility Development Program which shall include a report which reflects the following:

- a) Outlook for future facility construction
- b) Plan for ongoing maintenance of schools
- c) Safety planning

GOAL #3: The Superintendent shall annually report to the Board of Education the following:

- a) A five year financial forecast
- b) A student enrollment projection report
- c) A staffing patterns/needs report

GOAL #4: The Superintendent shall develop a Financial Strategic Plan that shall include the following:

Options available to the Board of Education in the event of circumstances occurring that are not in line with the Board's five year financial forecast assumptions.

