

**EXHIBIT B**  
**MULTI-YEAR PERFORMANCE BASED EMPLOYMENT CONTRACT**  
**BETWEEN**  
**ANTHONY SANDERS AND**  
**THE BOARD OF EDUCATION OF SCHOOL DISTRICT U-46**

The **BOARD OF EDUCATION** of School District U-46 (hereafter referred to as "BOARD"), Kane, Cook and DuPage Counties, Illinois, and **ANTHONY SANDERS** (hereafter referred to as "CEO") for the considerations specified herein agree as follows:

SECTION 1. EMPLOYMENT/TERM/SALARY. **ANTHONY SANDERS** is appointed to the position of Chief Executive Officer (CEO) in School District U-46 for the period beginning July 1, 2019 through June 30, 2024 and as Superintendent at the time he receives Superintendent licensure. The CEO shall diligently perform such duties prescribed by, and as may be amended from time to time, the laws and regulations of the State of Illinois, BOARD policies, rules and regulations, and directions from the BOARD and shall comply with all applicable laws in the performance of the CEO's duties referenced in Section 2. The Contract year is July 1 through the immediately following June 30.

As compensation for the duties set forth in this Contract as Chief Executive Officer, the CEO shall be paid at a base annual salary payable on such paydays as established by the BOARD, and subject to deductions and withholdings as required by law, of Two Hundred Forty-One Thousand Six Hundred Seventy-Nine and 17/100 DOLLARS (\$241,679.17), for the 2019-2020 Contract year. Thereafter, any increase in base salary will be based on the performance indicators set forth in the attached Exhibit 1 and shall not exceed the statutory cap in effect at that time which would result in the Board paying a pension penalty.

The BOARD retains the right to adjust the base annual salary of the CEO during the term of this Contract, provided that any salary adjustment does not reduce the base annual salary below the figure stated above.

SECTION 2. DUTIES. The duties and responsibilities of the CEO shall be those duties prescribed by federal and state law and regulations and by the policies, regulations, job description and directions of the BOARD, all as may be amended or modified from time to time, and as are reasonably incidental thereto.

SECTION 3. RETIREMENT CONTRIBUTION. The BOARD shall pay the CEO's employee contributions for the Illinois Municipal Retirement Fund (IMRF) and then, at such time as the CEO meets the licensure provisions of Section 8 below and begins participation in the Illinois Teachers' Retirement System (TRS), the employee contributions to TRS, but shall not exceed the statutory cap in effect which would result in the Board paying a pension penalty. Such contributions shall be based on the total IMRF or TRS creditable earnings for the CEO, including the factor, if any, applied by IMRF or TRS, and are paid by the BOARD in addition to the CEO's base annual salary provided in Section 1 of this Contract

Although designated by the Illinois Pension Code as employee contributions, the amounts herein picked up by the BOARD shall be paid by the BOARD in lieu of contributions by the CEO pursuant to Section 414(h)(2) of the Internal Revenue Code. The CEO shall not have the option of choosing to receive directly the amounts contributed to IMRF/TRS by the BOARD, on the CEO's behalf, nor any right or claim to the contributions except as provided pursuant to the Pension Code and IMRF rules and regulations.

SECTION 4. EVALUATION AND PERFORMANCE STANDARDS. This is a performance based Contract, the goals of which are set forth in the attached Exhibit 2. Accomplishment of the goals, as may be amended from time to time, will enhance student performance and achieve academic improvement. As part of the CEO's annual evaluation, a primary measure of the performance and effectiveness of the CEO each Contract year shall be whether the CEO has accomplished the goals for that Contract year and has made adequate progress toward completion of the goals which are to be accomplished in a later Contract year, as such goals are set by the BOARD in consultation with the CEO.

By June 30 of each Contract year in consultation with the CEO, the BOARD will review and revise, where appropriate, the goals to be accomplished during the remaining contract years. Any modified goals shall be incorporated into a document to be entitled "CEO's Performance Goals," which shall be signed and dated by the Board President and become the CEO's new and/or additional goals for purposes of this Contract.

SECTION 5 WORK YEAR/VACATION/HOLIDAYS. The CEO's work year shall be 261 days or, if more or less, the number of week days in the school year. The CEO shall receive twenty (20) vacation days annually exclusive of holidays as designated by the BOARD. Vacation days shall be prorated based on time worked by the CEO. The CEO shall receive an additional three (3) days which must be used during the winter break period and two (2) days which must be used during spring break when school is not in session. Vacation days earned in the current year must be used within fourteen (14) months of July 1 (*i.e.*, by August 31 of the following year); however, a maximum of five (5) unused vacation days may be carried into and used in that subsequent year ending the following August 31 or, at the CEO's election, may be paid at the

rate of 1/261 of current annual base salary. An additional five (5) unused vacation days (*i.e.*, of ten (10) unused days) may be carried over into the subsequent year at the rate of one (1) additional carryover day following every two (2) years of completed administrative service in School District U-46.

Holidays shall be granted as designated by the BOARD.

SECTION 6. ADDITIONAL BENEFITS. The CEO shall be provided such additional benefits as are set forth in the Board's Benefit Program for Administrators, subject to modification from time to time in the Board's discretion, except that the full premium cost for the CEO and members of his immediate family shall be paid by the Board. Additionally, the benefits provided for in this Contract or in the Board's Benefit Program for Administrators which reference the benefits for administrators or teachers may be modified from time to time in the Board's discretion on the same basis as modified for such administrators or teachers, except that the full premium cost for the CEO and members of his immediate family shall be paid by the Board.

SECTION 7. TERMINATION. This Contract may be terminated by:

- (a) Mutual agreement.
- (b) Resignation or retirement of the CEO.
- (c) Discharge for Just Cause. Discharge for cause shall be for conduct which is prejudicial to the School District including, but not limited to, negligence, incompetency, breach of contract, immorality or other sufficient cause. Reasons for the proposed discharge for cause shall be given in writing to the CEO. A hearing shall be conducted before a BOARD-appointed hearing officer, with a report provided to the BOARD, unless the BOARD chooses to conduct the

hearing. If the hearing is conducted by the hearing officer, the CEO shall also be entitled to appear before the BOARD in closed session to make a statement. If the CEO chooses to be accompanied by legal counsel for the hearing before the hearing officer or BOARD, he/she shall bear the cost of any attorney's fees. The CEO shall be provided the BOARD's decision in writing promptly following the meeting at which the BOARD makes its decision.

(d) Death.

(e) Non-Renewal of Employment Contract. In the event the BOARD decides not to renew this Contract at the end of its term, notice of such intention shall be given to the CEO of his non-renewal 45 days prior to the expiration of the current Contract.

The CEO shall not receive any compensation from and after the termination of this Contract, except as otherwise provided herein or required by law. In the event of a termination of the CEO's employment before the end of the Contract but after the CEO has partially performed the assigned duties, the CEO's salary shall be prorated accordingly.

The BOARD may terminate or non-renew this Contract in accordance with its terms whether or not the evaluations provided for in this Contract or by law have occurred.

SECTION 8. LICENSURE. Pursuant to Section 10-21.4 of the Illinois School Code, the CEO shall satisfy the licensure requirements of Article 21B-15 of the Illinois School Code by obtaining an educator's license with a Superintendent Endorsement by no later than May 31, 2022. Failure to do so will result in this Employment Contract becoming null and void, termination of the CEO's employment effective at the close of the day on May 31, 2022, and ending all of the Board's obligations under this Contract. The Board shall reimburse the CEO for tuition costs related to coursework (excluding textbook and transcript costs) to obtain his Chief

School Business Official's Endorsement beginning Fall 2018. Additionally, the Board shall reimburse the CEO for costs related to coursework (excluding textbook and transcript costs) to obtain his Superintendent's Endorsement and Doctorate Degree. The Board's reimbursement under this provision shall not exceed \$39,000. Included in such maximum reimbursement is a sum not to exceed \$8,800 for obtaining a Doctorate Degree. If the CEO resigns during the term of this Contract, or fails to obtain the required Superintendent license by no later than May 31, 2022, the CEO must reimburse the Board for all payments made under this Section for his Superintendent license or all payments if the CEO resigns during the term of this Contract. Reimbursement is not required if the Board terminates the Contract.

SECTION 9. EARLY TERMINATION. The BOARD may terminate this Contract unilaterally with a minimum notice of 180 days any time during or after the 2022-2023 school term. In consideration for early termination, the BOARD shall pay the CEO an amount limited to twenty (20) weeks from the date of termination in accordance with the Illinois Government Severance Pay Act (the "Act") of base salary including the health, dental and life insurance benefits as defined in Section 6. If the CEO is hired for another position outside the District during the 20 weeks, the BOARD shall be responsible only for the difference in base salary and health insurance premiums during that period. No such salary and benefits shall be provided by the Board if the termination is for misconduct as defined in the Act.

SECTION 10. OUTSIDE ACTIVITIES. The CEO's full time skill, labor and attention shall be devoted to employment under this Contract; provided, however, that the CEO may undertake consultations, speaking engagements, writing, lecturing or other professional duties and obligations, and retain compensation or honoraria derived from such work so long as these

do not, in the opinion of the BOARD, conflict or interfere with the performance of the duties of the CEO. The CEO shall undertake such activities using appropriately structured days as approved by the BOARD.

SECTION 11. RESIDENCY. The CEO agrees to reside within the boundaries of the School District during the term of this Contract.

SECTION 12. GOVERNING LAW. This Contract is subject to the statutes and laws of the State of Illinois, and any lawsuit or dispute arising under this Contract shall be processed and adjudicated in accordance therewith.


SECTION 13. EFFECTIVE DATE. This Contract shall be deemed dated, and become effective, on the date the last of the parties signs as set forth below.

BOARD OF EDUCATION,  
SCHOOL DISTRICT U-46,  
Kane, Cook and DuPage Counties, Illinois

CHIEF EXECUTIVE OFFICER

By:   
President

  
Anthony Sanders

Attest:   
Secretary

Dated: 3-18-19

Dated: 3-18-19

## EXHIBIT 1

### PERFORMANCE INDICATORS

#### Weighted System for Evaluation

40% - Progress Toward 4 Year Goals Provided Below

30% - EchoSpan 360 Evaluation

30% - Student Growth

<b>EchoSpan - 30% (Board Rating Only)</b>		<b>Conversion</b>
0	Needs Development	0 Unsatisfactory
1	Building	1 Needs Improvement
2	Demonstrates Strength	2 Proficient
3	Exceptional	3 Exceeds Expectations
4	Role Model	

<b>Progress Toward Goals - 40%</b>	
0	Unsatisfactory
1	Needs Improvement
2	Proficient
3	Exceeds Expectations

<b>Student Growth - 30%</b>	
0	Unsatisfactory
1	Needs Improvement
2	Proficient
3	Exceeds Expectations

<i>Board Final Summative – Example</i>	
EchoSpan -Demonstrates Strength (Score of 2 x 30%)	0.6
Progress Toward Goals - Proficient (Score of 2*40%)	0.8
Student Growth - Proficient (Score of 2*30%)	0.6
<b>Total Score</b>	<b>(Overall Proficient) 2</b>

Total Score	%Increase
0 Unsatisfactory	0%
1 Needs Improvement	2%
2 Proficient	3%
3 Exceeds Expectations	4%



**EXHIBIT 2 - CEO EVALUATION GOALS**

*In the Summer of 2018, the Board undertook an exercise to envision a 1-16 five years away. The intention of these CEO goals is to align our work to move toward the Board's vision as stated below:*

- By 2024, our vision for 1-16 includes the following elements:
  - Successful implementation of school choice that has resulted in improved student outcomes and stronger levels of community engagement
  - Opportunities for all students to pursue their interests and passions through magnet and/or educational pathways programs
  - Dynamic core instruction with standards-aligned curriculum, instruction, and assessment
  - Addressing both academic and social-emotional needs
  - 1:1 technology access for all students to enhance Curriculum and Instruction in support of 21st century learning skills
  - Job-embedded professional development through instructional coaches in our schools
  - Students who love coming to school and staff who love coming to work.
  - Universities and businesses will compete for our graduates
  - 1-16 will be an "employer of choice" with leadership development pathways for aspiring leaders in the organization.
  - Smaller class sizes – particularly in grades K-3
  - Our oldest elementary schools will be closed, rebuilt, or remodeled
  - True middle school model with grades 6-8. This will also potentially free up space in elementary schools for additional pre-K programming.
  - Able to consistently demonstrate a high return on taxpayer dollars invested in our District

**PRIORITY AREA GOALS**

	Area of Work	Definition	2019-20	2020-21	2021-22	2022-23	2023-24
1	K-6 Math	Present and then implement a plan to increase proficiency and measurable growth of students across all grades and demographic groups in the area of mathematics grades K-6 including measurements for success using state and/or local assessments.	Analyze the effectiveness of elementary math curriculum, resources, and instruction.  Present plan to Board of Education to improve math proficiency and growth in Spring 2020.	Implement one or more of the solutions identified to increase math achievement.  Report to the Board in Spring 2021 on progress.	Continue to evaluate and implement solutions. Evaluate student performance and teacher feedback. Report results to the Board in Spring 2022. Determine which solution(s) to implement permanently.	Implement changes. Report results to Board in Spring 2023.	Continue to evaluate results and report to Board in Spring 2024.
2	School Safety	Present plan to measure and increase number of teachers and students feeling safe in school. Incorporated into the plan: <ul style="list-style-type: none"> <li>a. Timeline for inclusion of social-emotional learning into curriculum;</li> <li>b. Teacher and administrator handbook aligned to student code of conduct;</li> <li>c. Evidence of parent and staff involvement in student code of conduct prior to presentation to Board;</li> <li>d. Administrator expectations relative to discipline referrals.</li> </ul>	<ul style="list-style-type: none"> <li>a. Plan for inclusion of social-emotional learning into curriculum.</li> <li>b. Evidence of handbook to Board.</li> <li>c. Presentation of student code of conduct in Spring.</li> <li>d. Collaborate with administrators in schools relative to expectations for student discipline and referrals.</li> </ul>	<ul style="list-style-type: none"> <li>a. Pilot social-emotional curriculum.</li> <li>b. Evidence of handbook to Board.</li> <li>c. Presentation of student code of conduct in Spring.</li> <li>d. Evidence of training and procedures for all sites relative to student discipline and referrals submitted to Board.</li> </ul>	<ul style="list-style-type: none"> <li>a. Present update to Board on pilot of social-emotional curriculum with final recommendation for adoption of resources.</li> <li>b. Evidence of handbook to Board.</li> <li>c. Presentation of student code of conduct in Spring.</li> <li>d. Continued training.</li> </ul>	<ul style="list-style-type: none"> <li>a. Implement social-emotional curriculum.</li> <li>b. Evidence of handbook to Board.</li> <li>c. Presentation of student code of conduct in Spring.</li> <li>d. Continued training.</li> </ul>	Final Report to Board on work related to student safety.

3	<p>Review feasibility of the Board vision and provide recommendations to the Board in appropriate areas including:</p> <ul style="list-style-type: none"> <li>a. Boundary changes/facility utilization;</li> <li>b. Closing and/or replacing oldest facilities;</li> <li>c. Additional school choice opportunities;</li> <li>d. Transitioning to middle school model of 6-8th grade;</li> <li>e. Other necessary steps to support Board's vision.</li> </ul>	<p>Planning and preparation for work plan to be submitted to Board.</p>	<p>Determine and present to the Board a standard for facilities. Provide gap analysis between that standard and our current facilities.</p> <p>Present to Board a work plan address the areas of the Board's vision.</p>	<p>Involve stakeholders (Citizens' Advisory and others) on possible boundary changes, additions, closings to meet the Board's vision.</p> <p>Update Board in Spring 2021 and/or submit plan for consideration.</p>	<p>Implementation of any Board-approved plan.</p>	<p>Implementation of any Board-approved plan.</p>
<b>ANNUAL WORK PLAN GOALS</b>						
<b>STUDENT ACHIEVEMENT</b>						
4	<p>Continue the school improvement team data reviews and report to the board including: Annual Updates on SIP plans during annual approval; Closed session discussion related to CEO's performance as well as individual school leader performance related to school improvement.</p>	<p>Update annually during SIP presentation to Board in Winter/Spring.</p>	<p>Update annually during SIP presentation to Board in Winter/Spring.</p>	<p>Update annually during SIP presentation to Board in Winter/Spring.</p>	<p>Update annually during SIP presentation to Board in Winter/Spring.</p>	<p>Update annually during SIP presentation to Board in Winter/Spring.</p>
5	<p>Present to Board staffing and facilities plan to effectively implement Pathways program. Provide Board annual updates on Pathways implementation.</p>	<p>Update</p>	<p>Final Plan</p>	<p>Update</p>	<p>Update</p>	<p>Update</p>
6	<p>Present to Board proposal for integrated curriculum for elementary school content areas including English Language Arts, social emotional learning, science and social studies. Pilot for 2020-2021 school year.</p>	<p>Plan</p>	<p>Pilot integrated curriculum.</p>	<p>Review &amp; Update</p>	<p>Full Rollout</p>	
7	<p>Present to Board a proposal to evaluate our current early childhood education program.</p>	<p>Plan</p>	<p>Evaluate</p>	<p>Report and next steps</p>		
8	<p>Provide Board annual update on Multi-Tiered Systems of Support implementation</p>	<p>Update to Board on current issues and successes. Provide plan to evaluate successes and opportunities for improvement.</p>	<p>Evaluate and update Board</p>	<p>Present recommendations to Board on how MTSS could be further strengthened across all U-46 schools, including plans for professional development, implementation, staffing, and metrics for success.</p>	<p>Implementation of any Board-approved plan.</p>	<p>Evaluation and presentation to Board on successes and opportunities for improvement.</p>
<b>EFFECTIVE AND ENGAGED STAFF</b>						

9	Professional Development	Provide Board update on professional development opportunities offered to staff. Demonstrate evidence that feedback on professional development is solicited and utilized after sessions.	Review current process with Board of Education Begin review of systems to monitor feedback on PD sessions with an eye toward ensuring continuous improvement.	Report to Board on possible solutions identified to improve management of PD opportunities to include feedback from participants in a manner that is reportable.	Implementation and update.	Implementation and update.	Implementation and update.
FAMILY AND COMMUNITY ENGAGEMENT							
10	Best Practice Sharing	Utilize school improvement data reviews to highlight individual schools for effective practices.	Ongoing	Ongoing	Ongoing	Ongoing	Ongoing
11	Board Vision Communication	Develop plans to engage families and community on major areas of work approved by the Board of Education that align to the Board's vision (Priority work).	Plan	Plan	Implementation & Community Engagement		
EFFICIENCY, EXCELLENCE, AND ACCOUNTABILITY							
12	EBM Investment Plan	Recommend long-term investment priorities aligned to the Evidence Based Funding model.	Plan	Presentation	Implementation with annual update	Implementation with annual update	Implementation with annual update
13	Equity Plan	Finalize equity plan aligned to Board policy and present to the Board.	Present	Update	Update	Update	Update