<u>EXHIBIT B</u>

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:

<u>SECTION 1. EMPLOYMENT/TERM/SALARY</u>. **ANTHONY SANDERS** is appointed to the position of Chief Executive Officer (CEO) in School District U-46 for the period beginning November 1, 2016 through June 30, 2020. 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. The Contract year for the first year is November 1, 2016 through June 30, 2017, and thereafter is July 1 through the immediately following June 30.

As compensation for the duties set forth in this Contract as Chief Executive Officer, the ADMINISTRATOR 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 TWENTY-ONE THOUSAND SEVEN HUNDRED EIGHT AND 81/100 DOLLARS ($221,708.81), prorated for the seven (7) months of the 2016-2017 Contract year. Beginning July 1, 2017, the CEO shall receive a 2.75 percentage increase in his base salary for the period from July 1, 2017 to June 30, 2018. Thereafter, any increase in base salary will be based on the performance indicators set forth in the attached <u>Exhibit 1</u>.

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). The contributions provided above are based on the total IMRF creditable earnings for the CEO and include the factor, if any, applied by IMRF, 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 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 discharge for cause shall be given in writing to the CEO. A hearing shall be conducted before a BOARD-appointed hearing officer and a report provided to the BOARD. The CEO shall 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 a written decision as to any results of the meeting.

(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. EARLY TERMINATION. The BOARD may terminate this Contract unilaterally with a minimum notice of 180 days any time during or after the 2018-2019 school term. In consideration for early termination, the BOARD shall pay the CEO an amount equal to an additional six months of base salary including the health, dental and life insurance benefits as defined in Section 6 (*i.e.*, six months notice plus six months of severance, equaling one year of salary from the date of the notice). If the CEO is hired for another position outside the District during the latter six months of severance, the BOARD shall be responsible only for the difference in base salary and benefits during that period.

SECTION 9. 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 10. RESIDENCY. The CEO agrees to reside within the boundaries of the School District during the term of this Contract.

SECTION 11. 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 12. 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:______________________________ Board President	______________________________ ANTHONY SANDERS
Dated:____________________________	Dated:____________________________

ATTEST:

____
Board Secretary

Dated:____________________________

EXHIBIT 1

PERFORMANCE INDICATORS

Weighted System for Evaluation

40% - Progress Toward 4 Year Goals Provided Below
30% - EchoSpan 360 Evaluation
30% - Student Growth

EchoSpan - 30% (Board Rating Only) | **Conversion**

0	Needs Development	0 Unsatisfactory
1	Building	1 Needs Improvement
2	Demonstrates Strength	2 Proficient
3	Exceptional	3 Exceeds Expectations
4	Role Model	

Progress Toward Goals - 40%

0	Unsatisfactory
1	Needs Improvement
2	Proficient
3	Exceeds Expectations

Student Growth - 30%

0	Unsatisfactory
1	Needs Improvement
2	Proficient
3	Exceeds Expectations

Board Final Summative - *Example*	
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
Total Score	(Overall Proficient) 2

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

EXHIBIT 2

GOALS

Strategic Plan Goal: Student Achievement

Full-Day Kindergarten

- Oversee the implementation of Full-Day Kindergarten (FDK).
- Develop a method for evaluating the effect of FDK to be shared with the Board on or before March 1, 2017.
- Develop an end-of-year survey for parents and teachers on FDK. Report to the Board on results by August 1 of each year along with recommendations for change (if any) as a result of feedback to provide a cycle of continuous improvement.
- Update Board of Education on results of changes made (if any) on the effectiveness of FDK.

Elementary Science Curriculum

- Evaluate the pilot program for the new elementary science curriculum and provide the Board of Education recommendations for final adoption of resources by July 1, 2018.
- Prepare for the 2018-19 implementation of the new science curriculum in grades 1-6 including:
    * Professional development
    * Selection of resources
    * Preparation of parent information materials
- By July 1, 2019, provide the Board with a preliminary report on the implementation of elementary science curriculum, including an overview of the implementation process and an assessment of results using formative assessments. During the 2019-2020 school year, provide the Board with a final report.

Special Education, Gifted, and CTE Audits

- Oversee the completion of the Special Education audit by DMC (3 year contract and process), Gifted Audit, and CTE Audit.
- By July 1, 2017, provide the Board an update on each of the audits.
- By July 1, 2018, provide the Board an overview of the recommendations from each audit along with Administration's next steps related to each audit. The next steps must include any strategies or program changes that will be implemented as a result of each audit. By July 1, 2019, provide a report to the Board with the results (academic achievement and operational efficiency) derived from the implemented changes.

Strategic Plan Goal: Effective and Engaged Staff

Talent Management

- By February 1, 2017, establish a system to develop future principals and leaders for secondary education (aspiring administrator program). Provide updates on the process to the Board annually.
- By January 1, 2017, present to the Board of Education a new salary schedule and structure for administrative staff to be implemented over four year span.

Strategic Plan Goal: Family and Community Engagement

- By March 1, 2017, ensure all elementary schools have a plan to increase family and community engagement. Report to the Board the results of family and community engagement as measured by the Illinois 5 Essentials as soon as results become available in Spring 2017, including identified next steps.
- By September 1, 2017, provide the Board a recommendation for a customer service system to monitor the experiences of parents, community members, and employees who contact U-46 or its schools.
- By July 1, 2019, fully implement customer service system (subject to Board approval) to monitor the experiences of parents/community members/employees when they contact U-46 or its schools. During the 2019-20 school year, provide the Board with a report on the implementation of the customer service system.

Strategic Plan Goal: Efficiency, Excellence, and Accountability

- Ensure all operating funds are balanced for each fiscal year, and continue to ensure a 20% reserve.
- By July 1, 2017, create and present to the Board a five year master plan to guide investments in capital, curriculum, and technology.