

## **SUPERINTENDENT EMPLOYMENT CONTRACT**

**THIS CONTRACT** made this 18th day of May, 2017, by and between Board of Education of Prairie Central Community Unit School District No. 8 (hereinafter referred to as “the Board” or “the District”), and **Paula Crane** (hereinafter referred to as “Ms. Crane” and/or “the Superintendent”), pursuant to a Motion of the Board at a meeting of the Board held on May 18, 2017, as found in the Minutes of that meeting.

### **WITNESSETH:**

For and in consideration of the mutual promises hereinafter contained, it is covenanted and agreed by and between the parties as follows:

#### **A. EMPLOYMENT AND COMPENSATION AS PRINCIPAL**

The Board has employed and hereby continues to employ Ms. Crane as a Principal for the period commencing July 1, 2016 and ending June 30, 2017 on the terms and conditions set forth in the “Principal’s Employment Contract” which is attached hereto and incorporated herein as Exhibit A. As of July 1, 2017 the terms of Ms. Crane’s employment will be governed by the Sections and provisions of this Agreement set forth below and all obligations under this paragraph will cease and no longer be of any force or effect.

#### **B. EMPLOYMENT AND COMPENSATION AS SUPERINTENDENT**

1. **TERM.** The Board hereby employs Paula Crane as the Superintendent in and for the District for a period of three (3) years, commencing July 1, 2017 and ending June 30, 2020.

2. **DUTIES.** The duties and responsibilities of the Superintendent shall be all those duties incident to the office as set forth in the District’s job description for this position (hereby incorporated as Exhibit B of this Contract); those obligations imposed by the laws of the State of Illinois; such other duties incidental to the office of the Superintendent as from time to time may reasonably be assigned to the Superintendent by the Board.

3. **WORK YEAR.** The Superintendent’s work year shall include work days Monday through Friday, twelve (12) months per year, for each year of this contract, except as otherwise provided herein and except that the Superintendent’s employment shall not require her to work on school holidays and recognized

school vacation periods during the school year, or on national holidays during the summer months when school is not in session.

4. **SALARY.** In consideration of the performance of the duties of the Superintendent, the Board shall pay to Superintendent as base annual salary, the total sum of **One Hundred Thousand and 00/100 Dollars (\$100,000.00)** per year, which amount shall be payable in substantially equal installments in accordance with the payroll procedures of the District. For each subsequent contract year, the Superintendent's annual salary shall be determined solely by the Board utilizing an allowable adjustment of zero to six percent (0% - 6%) over the prior contract year's salary. The Board's action to increase or otherwise change the Superintendent's salary under this paragraph shall be in implementation of this provision of this Contract and shall not constitute or require an amendment to this Contract, but any such adjustment or change in the annual salary shall not be considered a new contract with Superintendent, or that the termination date of this Contract has in any way been extended.

5. **PENSION.** In addition to the Superintendent's salary, the Board shall pay on behalf of the Superintendent all required contributions to the Teachers' Retirement System (TRS) in the form of an employer paid pension contribution pursuant to 40 ILCS 5/16-152, *et seq.* 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 further acknowledge that such contributions are made as a condition of employment to secure the Superintendent's future services, knowledge and experience.

However, if legislation is enacted that limits the employer's ability to perform its obligations under this paragraph, the Board shall pay the difference to the Superintendent as salary to the extent the Board's total cost for salary and pick up of the TRS contribution equals the Board's total cost before enactment of such legislation. The Board's and Superintendent's implementation herein shall be in implementation of this provision of this Contract and shall not constitute or require an amendment to this Contract.

6. **T.H.I.S.** From and out of the salary of the Superintendent as set forth hereinabove in paragraph 4, the Board shall withhold and pay such percentage of the Superintendent's salary as may be required by law on behalf of the Superintendent to the Teacher Health Insurance Security Fund.

7. **EVALUATION.** No later than February 1 of each contract year, the Board shall conduct an evaluation of the Superintendent's achievement of the established performance-based criteria and the working relations among the Superintendent, the Board, the faculty, the staff and the community. The Superintendent's salary for the upcoming subsequent contract year will also be reviewed at that time. Failure of the Board to complete its evaluation by February 1 of each contract year shall not be deemed a breach of this Contract unless the Superintendent, after February 1, has notified the Board in writing of such failure and the Board then fails to complete the evaluation and review within thirty (30) days after its receipt of such notice from the Superintendent.

8. **PERFORMANCE GOALS AND OBJECTIVES.** The Superintendent acknowledges that pursuant to Section 10-23.8 of The School Code, 105 ILCS 5/10-23.8, this multi-year contract is subject to performance-based goals and indicators. The Parties agree the goals and indicators are linked to student performance and academic improvement of the schools within the District.

Annually, the Superintendent, with the assistance of her administrative team, shall: (1) evaluate the assessment results of standardized tests given by the District and the State and annually present recommendations to the Board for the improvement of such results; (2) evaluate the District's curriculum and annually make recommendations to the Board to ensure that the District's curriculum is aligned to the appropriate standards as required by the Illinois State Board of Education; (3) evaluate student attendance and drop-out rates and annually recommend to the Board a plan to improve student attendance and graduation rates; (4) direct the evaluation of textbooks and other instructional materials to ensure that all materials are up to date and appropriate; and (5) evaluate the district technology plan and annually recommend improvements thereto to the Board.

Prior to the end of October in each subsequent year of this Contract, the Board and the Superintendent shall establish such additional student performance and academic improvement goals including the indicators of student performance and academic improvement determined to measure such goals as the parties deem necessary for the then current school year, a copy of which shall be attached hereto as Exhibit C and incorporated herein.

During the term of this Contract, the parties may mutually agree to modifications of the Superintendent's evaluation criteria goals. The Board's and Superintendent's decision to add or modify performance goals shall be in implementation of this provision of this Contract and shall not constitute or require an amendment to this Contract, however, it is provided that by so doing, it shall not be considered that the Board has entered into a new Contract with the Superintendent or that the termination date of this Agreement has been in any way extended.

9. **EXTENSION AT END OF TERM.** At the time of the Superintendent's final evaluation and assessment under this Contract, which shall occur no later than February 1, 2020, the Board and Superintendent shall engage in discussions from which the parties may mutually agree to extend the employment of the Superintendent for a period not to exceed five (5) years. If the Board determines not to extend the Contract, the Board shall notify Superintendent in writing and provide due process in accordance with 105 ILCS 5/10-21.4 so that Superintendent receives the notice not later than February 1, 2020. Failure of the Board to provide said notice by February 1, 2020 shall automatically extend this Contract for one (1) additional year pursuant to the law, at such salary and terms then in place.

10. **DISCHARGE FOR CAUSE.** Throughout the term of this Contract, the Superintendent shall be subject to discharge for cause provided, however, the Board shall 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 the Superintendent chooses to be accompanied by counsel at such hearing, all such personal expenses shall be paid by the Superintendent. Discharge for cause shall be deemed a dismissal of the Superintendent on the grounds of incompetence, material breach of this contract, cruelty, negligence, where the

interest of the school is required, or for other sufficient reasons or causes under the laws or statutes of the State of Illinois. Failure to comply with the terms and conditions of this Contract after notification and a reasonable opportunity to correct any remediable cause, where appropriate, shall also be sufficient cause for purposes of discharge as provided in this Contract.

11. **DISABILITY.** Should the Superintendent be unable to perform the duties and obligations of this Contract, by reason of illness, accident or other cause beyond the Superintendent's control and such disability exists after the exhaustion of accumulated leave days and vacation days during any school year, the Board, in its discretion, may make a proportionate deduction from the salary stipulated. If such disability continues for ninety (90) days after the exhaustion of accumulated leave days and vacation days during any school year, or if such disability is permanent, irreparable or of such nature as to make the performance of the Superintendent's duties impossible, the Board, at its option, may terminate this Contract, 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.

12. **TERMINATION BY AGREEMENT.** During the term of this Contract, the Board and the Superintendent may mutually agree, in writing, to terminate this Contract.

13. **REFERRALS TO SUPERINTENDENT.** The Board and its individual members collectively and individually shall refer promptly all criticisms, complaints and suggestions called to their attention to the Superintendent for study and recommendation.

14. **CRIMINAL RECORDS CHECK.** Pursuant to 105 ILCS 5/10-21.9, boards of education are prohibited from knowingly employing a person who has been convicted of committing or attempting to commit the named crimes therein. If a fingerprint based criminal records check required by Illinois law is not completed at the time this Contract is signed, and the subsequent investigation report reveals there has been such a conviction, this Contract shall immediately become null and void.

15. **LICENSURE.** The Superintendent shall furnish the Board, during the life of this Contract, a valid and appropriate license to perform duties as Superintendent in accordance with the laws of the State of Illinois and as directed by the Board.

16. **OTHER WORK.** The Superintendent may undertake consultative work, speaking engagements, writing, lecturing, or other professional duties and obligations which do not interfere with her obligations to the District.

17. **VACATION.** The Superintendent shall be entitled to twenty (20) working days of vacation annually, in each year of this Contract, exclusive of legal holidays and when the District Administration Center is closed. Vacation shall be taken subject to approval of the Board and shall be taken within twelve (12) months of the year in which it is earned. Any unused vacation days shall be used as vacation time or lost on July 1 of each year of this Contract.

18. **SICK LEAVE.** The Superintendent shall be entitled to sick leave days annually, and cumulatively, in accordance with Article 11.1.1 of the Collective Bargaining Agreement. On July 1, 2017, the Board shall provide the Superintendent a one-time additional grant of thirty-five (35) sick leave days, which shall be immediately available for use.

19. **PERSONAL LEAVE.** The Superintendent shall be entitled to personal leave days annually, and cumulatively, in accordance with Article 11.1.2 of the Collective Bargaining Agreement.

20. **MEDICAL INSURANCE AND FLEXIBLE BENEFIT PLAN.** Pursuant to the District's Flexible Benefit Plan available to all of its administrators, the Board shall pay either (1) the full amount of the monthly premium for family medical insurance for the Superintendent and her family, including the cost of dental and vision coverage, as may be available through the Board's group insurance carrier, or (2) an amount of cash equivalent to 50% of the cost of a single insurance benefit to be added to the Principal's salary for that year in lieu of insurance premiums paid by the Board. The Board shall, in addition to the cash or premium payment set forth herein, make payment to the Illinois Teachers' Retirement System on behalf of the Superintendent in an amount equal to the percentage of such payment, as may be required by law, the purpose of which shall be to

shelter said amount from federal income taxation pursuant to Internal Revenue Code Section 414-H (2) and tax rulings 81-35 and 81-36. The Superintendent may elect the salary or insurance option once each year, which election must be made in writing to the District's bookkeeper, with a copy to the President of the Board of Education, no later than August 1 of each year of the Contract. The Superintendent's annual election under this paragraph shall be in implementation of this Contract and shall not constitute or require an amendment to this Contract.

However, should any such payment ever be deemed a discriminatory benefit or eligibility under the Patient Protection and Affordable Care Act or the Health Care and Education Reconciliation Act which would subject the District to any excise tax or penalty if continued, then, if the parties have not negotiated a different arrangement, the Board's obligation shall be limited to the same payment for health insurance premiums as teachers receive under the relevant collective bargaining agreement.

21. **MEDICAL EXAMINATION.** Prior to the beginning of the term of this Contract, the Superintendent shall submit to the Board President a medical doctor's certification confirming her fitness to perform the duties of a Superintendent. The medical exam shall consist of a comprehensive physical examination including standard tests deemed necessary by a licensed physician. This exam shall be at the Board's expense. The report shall be placed in the Superintendent's personnel file or other confidential file as required by law. Further, the Superintendent shall submit to and furnish the Board with such health examinations as the Board may from time to time require at its expense.

22. **TERM LIFE INSURANCE.** Provided the Superintendent meets the ordinary qualification requirements of the Board's insurer, the Board shall pay all premiums associated with \$100,000 of term life insurance on the life of the Superintendent only. This insurance carrier and coverage shall be of the Board's choosing and will allow the Superintendent to designate the beneficiary of the policy.

23. **PROFESSIONAL DUES.** The Superintendent shall be encouraged to attend appropriate professional meetings at local, state and national levels. Within budget constraints and as approved by the Board, such costs of attendance shall be paid by the Board upon receipt of a full, itemized account of such costs.

The Board shall pay the cost of the Superintendent's membership dues in the Illinois Association of School Administrators, the American Association of School Administrators, and any other professional or local civic organizations to be agreed upon by the parties.

24. **MILEAGE AND EXPENSE REIMBURSEMENT.** The Superintendent shall be entitled to travel reimbursement at the Internal Revenue Service rate for vouchered reimbursable mileage expenses incurred by the Superintendent while using the Superintendent's personal vehicle for the conduct of approved District business. Reimbursement shall be pursuant to the District's policies, rules and regulations. Mileage shall be computed from Fairbury, Illinois, or other origin of the trip, to the destination and back to Fairbury, Illinois. Any travel out of state, or any extended or unusual travel expenses must be pre-approved by the Board.

25. **NOTICE.** Any notice required under this Contract shall be in writing and shall become effective on the day of mailing thereof by first class, registered or certified mail, postage prepaid, addressed:

To The Board:

President, Board of Education  
Prairie Central C.U.S.D. No. 8  
605 N. 7<sup>th</sup> Street  
Fairbury, IL 61739

To Superintendent:

**Ms. Paula Crane**  
**26670 E. 820 North Rd.**  
**Forrest, IL 61741**

26. **CONTENT OF AGREEMENT.** This Contract contains all the terms agreed upon by the parties with respect to the subject matter of this Contract 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, 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.

27. **AGREEMENT GOVERNED BY ILLINOIS LAW.** This Contract is executed in Illinois, and shall be governed in accordance with the laws of the State of Illinois in every respect.

28. **RELEVANT LAW.** This Contract is authorized under the provisions of 105 ILCS 5/10-23.8.29.

**PARAGRAPH HEADINGS.** Paragraph headings have been inserted for convenience and reference only, and if there shall be any conflict between any such headings and the text of this Contract, the text shall control.

30. **DUPLICATE ORIGINAL CONTRACTS.** This Contract 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.

31. **SURVIVAL OF CONTRACT.** This Contract shall be binding upon the parties hereto, their successors and assigns.

32. **SAVINGS CLAUSE.** If any portion of this Contract is deemed to be illegal or unenforceable, the remainder thereof shall remain in full force and effect.

33. **EFFECTIVE DATE.** This Contract shall become effective, and be deemed dated, as of the date the last of the parties signs this Contract, as set forth below.

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

\_\_\_\_\_  
**Superintendent (Ms. Paula Crane)**

**PRAIRIE CENTRAL COMMUNITY UNIT  
SCHOOL DISTRICT NO. 8**

By: \_\_\_\_\_  
**President, Board of Education (Mr. Mark Slagel)**

**ATTEST:**

\_\_\_\_\_  
**Secretary, Board of Education (Ms. Ann Steidinger)**