

SUPERINTENDENT'S EMPLOYMENT CONTRACT

AGREEMENT made this 23rd day of February 2017 between the BOARD OF EDUCATION, GALATIA COMMUNITY UNIT SCHOOL DISTRICT NO. 1, SALINE COUNTY, ILLINOIS, hereinafter referred to as the "Board" and Charles Shain Crank hereinafter referred to as "Mr. Crank" and/or "Superintendent."

WITNESSETH:

A. Employment and Compensation

1. The Board hereby employs Mr. Crank for three (3) years and one (1) month, commencing June 1, 2017, and terminating on June 30, 2020. During the one-month period from June 1, 2017 to June 30, 2017, Mr. Crank will assist the current superintendent.

From June 1, 2017 through June 30, 2020, Mr. Crank shall be paid as follows: a total salary of Sixty Three Thousand Dollars (\$63,000.00) payable in equal installments over the 13-month period including June 2017 and the 2017-2018 contract year running from July 1, 2017 through June 30, 2017; Sixty Five Thousand Dollars (\$65,000.00) for the 2018-2019 contract year; and Sixty Seven Thousand Dollars (\$67,000.00) for the 2019-2020 contract year, payable in equal installments in accordance with the rules of the Board governing payments of other administrative staff members in the District. Each contract year that the Mr. Crank is serving as Elementary Principal shall result in his receiving an additional Eleven Thousand Dollars (\$11,000) in annual salary while serving in this capacity.

Mr. Crank hereby accepts employment upon the terms and conditions herein set forth.

2. In addition to the annual salary stated in Paragraph A.1 of this contract, the Board shall make a contribution on behalf of the Superintendent to the State of Illinois Teachers' Retirement System in the amount equal to the Superintendent's required contribution to said Teachers' Retirement System. Both Parties further acknowledge that the Superintendent does not have any right or claim to said amount except as it 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 State of Illinois Teachers' Retirement System, and that such contributions are made as a condition of employment to secure the Superintendent's future services, knowledge and experience.
3. In addition to the salary stated in Paragraph A.1 of this Contract, the Board shall pay the Superintendent's required contribution to the Teachers Health Insurance Security (THIS) Fund, towards annuitant and survivor health benefits pursuant to Section 6.6 of the State Employee's Group Insurance Act of 1971, as amended, 5 ILCS 375/6.6, up to a maximum of one percent (1%) of the Superintendent's salary.
4. Any compensation, benefit or leave provided to the Superintendent pursuant to this Agreement shall be limited to the portion (if any) of such payment which does not cause the District to incur a TRS penalty or other form of additional contribution in the event the Superintendent retires from the District. The Superintendent shall be responsible for providing and sharing information with the District regarding any retirement costs and/or penalties, and to provide proof to the District that the Superintendent's retirement shall not cause a penalty to the District, in order to be eligible for such payment. In the event the Superintendent elects to retire under the Illinois Pension Code, and as a result of such retirement, a penalty or other additional payment is due and owed by the District to the Teacher Retirement System ("TRS"), the Superintendent shall be deemed to be in breach of this Agreement. As a result of such breach, the Superintendent, as damages for such breach, will pay to the District all payments made by the District to the

TRS on behalf of the Superintendent as a result of the District's incurring any penalty or other payment not otherwise specifically provided for by this Contract. Such payment shall be made by the Superintendent to the District within thirty (30) days after TRS's notification to the District of the amount due and owed. Further, upon Notice to the District that the Superintendent has elected to retire, and a penalty or additional contribution is assessed against the District by TRS, the Superintendent shall be deemed to have resigned from the District on the date he sends such election to TRS.

5. The parties acknowledge that the ongoing financial condition of the State of Illinois, particularly with respect to public pension reform, has made possible legislative amendments to TRS likely. Accordingly, if there are legislative or rule changes affecting the District's obligations with respect to TRS contributions, which would cause the District to pay an increased employer contribution, or an employer penalty, tax, or additional cost related to the compensation and benefits provided in this Agreement, or would otherwise increase the employer's cost for paying Superintendent's compensation and benefits under the terms of this Agreement, the Superintendent shall bring this change to the attention of the Board, and the Board and the Superintendent agree to discuss the effect of the legislation on the terms of this contract. In such instance, the salary and TRS contribution provisions of this Contract shall be reopened for renegotiation if necessary due to the above.

Such negotiations shall be for the purpose of negotiating appropriate revisions to assure that Superintendent receives, to the maximum extent possible, the value of the benefits provided under this Agreement, while avoiding additional TRS payments, costs or penalties by the District that may arise due to the change or implementation of the legislation or rule.

6. Other than provided above, any salary or other adjustment or modification made during the life of this contract shall be in the form of a written amendment and shall become a part of this Contract, but such adjustment or modification shall not be construed as a new contract with the Superintendent, nor as an extension of the expiration date of this contract.
7. During the term of this Contract, the Superintendent shall hold a valid and properly registered license issued by the State of Illinois Teachers' Licensure Board qualifying him to act as a Superintendent of the School District.
8. The Superintendent acknowledges that, pursuant to *The School Code*, he waives any right to tenure in the School District during the term of this Agreement, by virtue of entering into this multi-year contract and any multi-year extension thereof.

B. Benefits

1. The Board shall reimburse the Superintendent for reasonable monthly expenses incurred in the performance of his duties. The Superintendent shall be paid mileage reimbursement to be computed at the rate of the Internal Revenue Service per mile reimbursement for travel using his automobile for the business of the District. Itemization shall be made by the Superintendent of all expenses incurred, and submitted to the Board for review and approval.
2. The Board shall provide the Superintendent with the following benefits:
 - a. Health Insurance on the same terms as provided to teachers per teacher contract.
 - b. Liability insurance as provided to other administrators.
 - c. Life Insurance as provided to other administrators.

3. The Superintendent shall be entitled to a paid vacation of eighteen (18) working days. The Superintendent shall make every effort to use such vacation days within the twelve (12) month period the vacation days are earned. In the event the Superintendent does not use all vacation days earned, such unused vacation days may be carried up to a maximum of 36 days. The Superintendent shall also be entitled to all legal school holidays set forth in the School Code. Spring and summer recess periods shall constitute working days unless specifically scheduled and credited toward vacation days. Not more than five (5) consecutive vacation days shall be taken during student attendance days unless express approval to take such vacation days is requested by the Superintendent and provided by the Board of Education. Upon termination of employment, any unused accumulated vacation days shall be paid at the Superintendent's current per diem to the Superintendent after the Superintendent's final work day, and after receipt of the final paycheck for regular earnings, pursuant to the law. Such payment for unused days is not intended to constitute "creditable earnings" for purposes of TRS.

The Superintendent is responsible for maintaining a record of vacation days used and accumulated year-to-year. The Superintendent shall provide this information annually to the Board at the time of his evaluation and at the time of his separation from employment.

4. The Superintendent shall be granted sick leave, as defined in Section 24-6 of *The School Code*, in the amount of thirteen (13) working days per year which may be accumulated to a maximum of Three Hundred Forty (340) days; and shall be granted three (3) personal days per year. Unused personal days shall accumulate to a maximum of 10 personal days.

The Superintendent is responsible for maintaining a record of sick and personal days used and accumulated year-to-year. The Superintendent shall provide this information annually to the Board at the time of his evaluation and at the time of his separation from employment.

5. The School District shall pay for all dues and membership fees to a reasonable number of professional organizations, as approved by the Board of Education.
6. The Superintendent is expected to attend appropriate professional meetings at the local level, and subject to prior Board approval, at the state and national levels. All reasonable and necessary expenses incurred shall be paid by the Board.
7. The Superintendent shall be allowed such other privileges, leaves, and fringe benefits as are commonly extended to other administrative and certificated personnel in the District.

C. Powers and Duties

1. The Superintendent shall have charge of the administration of the schools under the direction of the Board; he shall be the chief executive officer for the Board; he shall recommend the selection of, and direct and assign teachers and other employees of the School District under his supervision; he shall organize and direct the administrative and supervisory staff; he shall make recommendation on selection of textbooks, instructional material and courses of study; he shall direct the keeping of all records and accounts, and aid in the making of all reports, as required by Board; he shall recommend rules, regulations and procedures deemed necessary for the welfare of the District; and in general, he shall perform all other duties incident to the office of Superintendent and Elementary Principal as may be prescribed by the Board from time to time.
2. The Superintendent shall devote his time, attention and energy to the business of the District and

related professional activities. With the permission of the Board, the Superintendent may attend university courses, seminars or other professional growth activities.

D. Goals and Indicators of Student Performance and Academic Improvement

This contract is a performance-based contract linked to student performance and academic improvement of the schools within the District. The parties agree the goals and indicators set out in this section are linked to student performance and academic improvement of the schools within the District.

Annually, the Superintendent, with the assistance of his administrative team, shall (1) evaluate student performance including, but not limited to, student performance on standardized tests, successful completion of the curriculum, and attendance and drop-out rates; (2) review the curriculum and instructional services; (3) review school finances; and (4) report to the school board on his findings as to (a) student performance and (b) his recommendations, if any, for curriculum or instructional changes as a result of his evaluation of student performance. The presentation of the report shall constitute the achievement of the goals and indicators of student performance and academic improvement as required by Section 10-23.8 of the *Illinois School Code*.

No later than June of each contract year, the Board of Education, with the advice and consent of the Superintendent may establish additional academic performance and student improvement goals, Such performance and improvement goals shall become an attachment to this Contract and shall be in effect during the life of this Contract. *See attached addendum of goals between board & superintendent.*

E. Reappointment

At any time during this Contract, if the Board of Education determines that the Superintendent met the performance goals as approved by the Board, the Board and Superintendent may mutually agree to extend the employment of the Superintendent for a multi-year period not to exceed five (5) years. In such event, the Board shall take specific action to discontinue this contract and enter in to a new multi-year contract for a period not to exceed five (5) years and shall establish, if necessary, additional goals designed to enhance the District-wide student performance and academic achievement as well as the indicators to measure the same.

F. Notice of Non-Renewal

Notice of intent not to renew this Contract must be given to the Superintendent by the Board on or before April 1 of the year this Contract expires. Failure of the Board to provide notice by April 1 shall automatically extend this contract by one (1) year. The Superintendent shall notify the President and Secretary of the Board, by no later than the January Board Meeting of the year in which the Contract expires, of the Board's obligation to give the Superintendent said Notice of intent not to renew. The failure of the Superintendent to give the required reminder notice to the Board shall be considered a material breach of the Contract and shall waive the obligation of the Board to give notice of its intent not to renew the Contract by April 1.

G. Termination

1. This contract may be terminated by:
 - a. Mutual agreement
 - b. Permanent disability
 - c. Discharge for cause; or
 - d. Death

2. The Board may terminate this contract for reasons of permanent disability or incapacity at any time after the Superintendent has exhausted accumulated sick, personal, and vacation leave and either has been absent from his employment for a continuous period of three (3) months; or the Board, in accord with the provisions below or by the Superintendent, is provided with a physician's statement certifying that he is permanently disabled or incapacitated. All obligations of the Board shall cease upon written notice of termination for permanent disability or incapacity, provided the Superintendent shall be entitled to a hearing before the Board if he so requests. The Board reserves the right to require the Superintendent to submit to a medical examination, whether physical or mental, whenever the Board deems the Superintendent disabled. Such examination shall be performed by a physician licensed to practice medicine in all its branches, which is mutually selected and paid by the Board. The Superintendent expressly agrees that the physician shall prepare a detailed report of the state of his physical and/or mental health and submit it to the Board of Education. The Superintendent hereby further waives any claim of privilege regarding such report under any laws currently in effect.
3. Discharge for just cause may be for any conduct, act, or failure by the Superintendent which is detrimental to the best interests of the District. Reasons for discharge for cause shall be given in writing to the Superintendent, who shall be entitled to notice and hearing before the Board to discuss such causes. If the Superintendent chooses to be accompanied by legal counsel he shall bear any costs therein involved. The Board hearing shall be conducted in closed session. Failure to comply with any term of this Agreement shall be cause for discharge as provided in this Agreement.

H. Evaluation of Superintendent

The Board and Superintendent agree that annually they shall mutually discuss and evaluate their working relationship, rapport, and understanding. The Superintendent's performance shall be appraised annually, but no later than February 1 of each contract year, by the Board. The Superintendent shall notify the President of the Board by the regularly scheduled December board meeting of the Board's obligation pursuant to this provision to evaluate the Superintendent by February 1st. A written evaluation of that performance shall be given to the Superintendent within a reasonable time following the evaluation conference. Such evaluation shall include a determination of the Superintendent's attainment of the goals articulated herein related to student performance and academic improvement of the schools within the District.

I. Evaluation of Principals

Annually, and no later than March 1, the Superintendent shall evaluate all principals as required by Section 24A-15 of the *Illinois School Code* (105 ILCS 5/24A-15), and ensure that an evaluation of each assistant principal is completed by March 1 in the manner required by Section 24A-15. Failure to conduct an evaluation in accordance with this section shall be considered a material breach of this Contract.

In the event that Mr. Crank serves as elementary principal, pursuant to 23 Ill. Adm. Code 50.300, the Board shall appoint an evaluator from outside the District (e.g., a superintendent from another Illinois school district) to perform the evaluation of Mr. Crank in his capacity as principal. The evaluator shall hold a current and valid professional educator license endorsed for superintendent issued under Article 21B of the School Code and shall have completed the prequalification process and any retraining, as applicable, required under section 24A-3 of the School Code or Subpart E of the Title 23, Part 50 of the Illinois Administrative Code, "Training for Evaluators."

J. Notice

Any notice required to be given under this Contract shall be deemed sufficient if it is in writing and served by personal delivery or sent by mail, return receipt requested to the last known residence of the Superintendent or the President of the Board.

K. Complete Understanding

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.

Any prior written employment agreement between the parties is hereby null and void and shall have no force and effect.

L. Savings Clause

Any invalidity, in whole or in part, of any provision of this Agreement shall not affect the validity of any of its other provisions.

M. Binding Nature of Contract

This contract shall be binding upon and inure to the benefit of the Superintendent, his successors, assigns, heirs and executors, and shall be binding upon, inure to the benefit of the Board, its successors and assigns.

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

Superintendent

**BOARD OF EDUCATION
GALATIA COMMUNITY UNIT SCHOOL District #1,
Saline County, Illinois**

Shain Crank
Shain Crank

Tim Pribble
Tim Pribble, President

3/16/2017
Date:

ATTEST:

Joy Richey
Joy Richey, Secretary

Performance Goals and Indicators:

Performance Goals and Indicators: To be reported to the board on an as needed basis, but not less than quarterly.

1. Student Performance and Academic Improvement:

The Superintendent, with the assistance of his administrative team, shall:

- a. Evaluate student performance, which shall include but not be limited to, student performance on standardized tests such as performance on the standardized tests required by state and/or federal law, completion of the curriculum, attendance, and drop-out rates.
- b. Review the curriculum and instructional services.
- c. Report to the Board on his findings as to student performance and academic improvement.
- d. As a result of his evaluation of student performance, recommend improvements for curriculum or instructional changes that will result in higher levels of student academic achievement.

2. Personnel:

The Superintendent shall:

- a. Complete an evaluation of each principal in the District no later than March 1.
- b. Ensure that an evaluation of each assistant principal is completed no later than March 1.
- c. Report to the Board at its March meeting regarding principal and assistant principal performance.
- d. With the assistance of the administrative team, prepare or revise a plan for staff professional development.
- e. Recommend improvements or changes with regard to management, training, and placement of personnel to make district personnel more effective.

3. Safety:

The Superintendent, with the assistance of his administrative team, shall:

- a. Report to the School Board an evaluation of the District's safety program.
- b. Recommend improvements to better ensure the safety of students, staff and community.

4. Finances:

The Superintendent, with the assistance of his administrative team, shall:

- a. Report to the School Board an evaluation of the District's finances.
- b. Recommend action that will stabilize and enhance the District's financial position.

5. Communication:

The Superintendent, with the assistance of his administrative team, shall:

- a. Report to the School Board an evaluation of the District's internal and external communications and communication strategies.
- b. Recommend improvement activities that will result in more effective internal and external communication.

6. Facilities:

The Superintendent, with the assistance of his administrative team, shall:

- a. Report to the School Board an evaluation of the District's facilities.
- b. Recommend action that will provide for a maximum learning environment and top physical condition of the District's buildings and grounds.

7. Operations:

The Superintendent, with the assistance of his administrative team, shall:

- a. Report to the School Board an assessment of the District's operations (i.e., food service, technology, transportation, buildings and grounds, health services, software management systems, policies, procedures, etc.).
- b. Recommend changes to enhance the effectiveness and efficiency of operations.

The parties may agree to modify these goals or to establish additional goals at any time during the contract period. The Board's and Superintendent's decision to add or revise performance goals shall be in implementation of this provision of this Contract and shall not constitute or require an amendment to this Contract. In accordance with the Superintendent evaluation process established by Board Policy 3:40, the Board will annually consider Superintendent's progress towards accomplishing these performance-based goals.