

SUPERINTENDENT CONTRACT

This Agreement made this 6th day of September, 2016, by and between the Board of Education of Indian Prairie Community Unit School District No. 204, DuPage and Will Counties (hereinafter "Board"), and Dr. Karen Sullivan (hereinafter "Superintendent").

The Board and the Superintendent agree as follows:

1. Term: Dr. Karen Sullivan is hereby employed as Superintendent of Schools for Indian Prairie Community Unit School District No. 204, DuPage and Will Counties, for the period July 1, 2016 to June 30, 2020.

This Contract may be renewed or extended by mutual agreement of the Board and the Superintendent upon the determination by the Board that all of the performance and improvement goals set forth in paragraph 3 of this Contract have been met.

The Superintendent will notify the Board in writing no later than February 1 of the final year of this Contract, if she does not intend to renew the Contract at the end of the Contract term.

2. Multi-Year Contract: The Board and the Superintendent agree that this Contract is a multi-year contract within the meaning of Sections 10-23.8 of the *School Code*. By accepting the terms of a multi-year contract, the Superintendent waives all rights granted her under Sections 24-11 through 24-16 of the *School Code* only for the term of the multi-year contract. However, the Superintendent does not waive any previously acquired tenure with the School District pursuant to the law.

3. Performance Standards: The parties agree that this contract is "performance-based" as provided in Section 10-23.8 of the *School Code* and is linked to student performance and academic improvement. The Board and the Superintendent agree that the following goals shall be met by the Superintendent.

GOALS:

1. STUDENT ACHIEVEMENT AND GROWTH

By June 30th of each year, complete a thorough analysis of the state accountability and district level data results including breakdown by demographic groups with follow-up recommendations for necessary curricular revisions and instructional focus.

By June 30th of each year, complete a thorough analysis of school and district level behavior data including breakdown by demographic and sub-groups with follow-up recommendations to ensure compliance with the law, an analysis of disparate impact and a focus on providing supports necessary to keep students in school curriculum revisions and areas for instructional focus.

By the end of 2018, implement a student growth model for college and career readiness using both standardized assessments and other appropriate metrics and report the results annually to the Board.

By the end of 2019, complete the curricular and resource alignment to the new Illinois State Learning Standards with direct correlation to the results from state and district assessments where applicable.

By the end of 2020 or sooner if financially feasible, complete the roll-out of 1:1 technology plan along with associated blended and personalized learning practices throughout the district.

2. HIRE AND RETAIN A HIGH QUALITY, EFFECTIVE TEACHING STAFF

By June 30th of each year, complete an analysis of the retained proportion of teachers rated excellent at each of the grade span levels and report to the board any necessary recommendations based on the data.

3. MANAGING RESOURCES EFFICIENTLY AND EFFECTIVELY

By June 30th of each year the District will receive the School Financial Profile designation of "Review" or "Recognition".

4. STUDENT AND COMMUNITY FOCUS

By June 30th of every other year, complete a thorough analysis (using the "Five Essentials") of school community climate data with follow up recommendations for necessary changes.

The Board and the Superintendent agree that the following indicators are linked to student performance and academic improvement within the schools of the District, and will be used to measure the Superintendent's efforts at achievement of the stated goals:

INDICATORS:

- Work with the Board of Education to identify, prioritize and set policies and governance procedures that maximize the success of all students.
- Establish a vision, expect continuous improvement, and develop a focused plan for achieving district goals.
- Establish processes to communicate and collaborate effectively.
- Lead the creation of instructional systems designed for high student achievement.
- Manage and organize the district's resources (human, fiscal, operational and material) to accomplish district goals.
- Promotes the success of the district by acting with integrity, fairness and in an ethical manner.

The Superintendent will annually cause a written report to be prepared for the Board of Education with respect to each of the goals identified above, unless specific reports are required more or less frequently in the goals. These reports will assess whether the specific programs, plans and actions initiated have been effective in increasing student performance and obtaining academic improvement in the District schools. Such reports may include, as appropriate: information from other administrators and staff; results of State or District tests and assessments; annual rates of attendance, retention, expulsions, graduation, student mobility and chronic truancy; parent, student and community surveys; and such other information as the Superintendent determines relevant. The Superintendent will discuss each report with the Board and make recommendations with respect to further actions.

Prior to the end of June, 2017 and the end of June of each subsequent year of this Contract, the Board and the Superintendent shall either extend the current goals or, if the Board determines that the goals have been met, establish new student performance and improvement goals (including the indicators of student performance and academic improvement determined to measure such goals) for the next contract year, a copy of which shall be included and incorporated herein. Once the student performance and academic improvement goals have been attained, this Contract may also be extended. The Board has determined that the Superintendent has met the goals and indicators of student performance and academic achievement, as stated in the original, predecessor contract.

4. Duties: The duties and responsibilities of the Superintendent will include those duties set forth in the job description for the Superintendent attached hereto as Exhibit B and incorporated herein by reference, those obligations imposed by the laws of the State of Illinois, and any other duties normally performed by a Superintendent that from time to time may be assigned to the Superintendent by the Board.

5. Compensation: For services rendered per this Agreement, the Board agrees to pay the Superintendent for the period of July 1, 2016 to June 30, 2017, an annual salary of Two Hundred and Forty-Eight Thousand Seven Hundred Thirty Four and 49/100 Dollars (\$248,734.49). For each subsequent contract year, subject to the adjustments below for the 2017-2018 contract year only, the Superintendent's salary shall be increased by two percent (2%) from the preceding 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.

Should (1) the General State Aid proration for the District, based upon the formula in effect for the 2015-2016 school year, be greater than ninety-two (92%) percent for the 2017-2018 school year (and the absence of a property tax freeze for the 2016 or 2017 tax years, and/or any increase in the Board's pension costs for the Superintendent) or (2) the District's anticipated revenues for the 2017-2018 school year decrease by more than \$3,600,000 (from the prior school year) due to reductions in General State Aid, a reduction in categorical grants, a property tax freeze and/or increases in the District's pension costs, the Board and the Superintendent agree to discuss, in good faith, a mutually agreeable increase or decrease in the Superintendent's salary increase for the 2017-2018 school year as provided above. Any such increase or decrease will be based upon comparable

adjustments in teacher compensation for 2017-2018 as provided for in the applicable collective bargaining agreement.

This annual salary will be paid in equal installments in accordance with the policy of the Board governing payment of salary to other licensed members of the professional staff.

6. Professional License: The Superintendent will, at all times, possess a valid professional license, properly endorsed for the position of Superintendent, and provide the Board with such License and Endorsement.

7. Outside Responsibilities: Nothing herein will prohibit the Superintendent from engaging in compensable or non-compensable employment or activities, including but not limited to professional consultation, speaking engagements, writing, teaching at a college or university, or holding office or otherwise accepting responsibilities related to a professional organization. However, the Superintendent will not engage in any employment or activities which prevent her from performing her duties and responsibilities as provided herein, or which could be reasonably considered to be a conflict of interest. The Superintendent will advise the Board of any employment or activities for which she receives compensation.

In advance of accepting employment or activities for which she receives compensation, the Superintendent shall advise the Board in writing of such employment or activity. If the employment or activity is of a continuing nature, it shall require Board approval. The Board, at its sole discretion, may limit the amount of other employment or activity permitted in this paragraph.

8. Evaluation and Review: The Board will appraise the performance of the Superintendent as Superintendent and provide her with a written evaluation in accordance with the evaluation process that has been mutually developed.

9. Medical Examination: The Superintendent will have an annual physical examination performed by a physician selected by the Superintendent. The Board shall pay the cost of said annual physical. The Superintendent will direct the examining physician to deliver the resulting medical certification of fitness for duty to the President of the Board. This report will be treated as confidential information by the Board. The Superintendent shall advise the Board President confidentially of any illnesses, disabilities or afflictions which will or may substantially interfere with the Superintendent's performance of her duties.

10. Disability: If the Superintendent is unable, with reasonable accommodation, to perform the duties and obligations of this Contract, because of illness, accident or some other cause beyond the Superintendent's control, if such disability exists for a period of more than one hundred eighty (180) consecutive days or more than one hundred eighty (180) out of two hundred ten (210) consecutive calendar days after the exhaustion of accumulated sick leave days and vacation days, the Board, at its option, may terminate this Contract, whereupon the respective duties, rights and obligations of the parties will terminate. Prior to termination for disability, the Superintendent may request a hearing before the Board in closed executive session.

In the event that the Superintendent's disability is a result of illness or injury sustained in the scope of her employment and otherwise compensable under the Illinois Worker's Compensation Act, the Board will pay the Superintendent her full salary for any period of temporary total disability, without regard to whether the Superintendent has exhausted accumulated sick leave and vacation time. However, any temporary total disability payments payable pursuant to Worker's Compensation insurance coverage will be assigned to the Board.

11. Professional Activities and Organizations: The Superintendent is encouraged to be a member of service organizations and various professional organizations. The Board shall pay the

membership costs for the regional and Illinois Association of School Administrators, the American Association of School Administrators and such other organizations as approved from time to time by the Board. Costs related to attending state and national meetings and conventions of these organizations will be paid by the Board. If expenditures for such professional and service club memberships and conference attendance shall exceed the amount approved in the annual budget, they shall require the prior approval of the Board. The Superintendent will notify the Board of attendance at such state and national meetings, conventions, etc.

12. Insurance: The Board shall provide the Superintendent and eligible dependents with family health, vision and dental insurance, and individual disability insurance, accidental death and dismemberment insurance, and group term life insurance (death benefit equal to two and one-half times annual salary), in accordance with applicable District plans.

13. Flexible Benefit Plan: The Superintendent may participate, at her expense, in the Flexible Benefit Plan available to all employees, in accordance with its terms.

14. Vacation: The Superintendent shall be granted twenty (20) days annual vacation. The Superintendent may, at the end of any contract year, “cash-in” and be paid for up to five (5) unused vacation days, at a per day rate which shall be calculated on the basis of the established District practice for vacation cash-in, provided that such “cash-in” will not cause the Superintendent’s creditable earnings to increase to the point at which the Board would incur a penalty with the Teachers’ Retirement System. Vacation days not subject to cash-in must be used by the Superintendent or will be lost.

15. Teachers’ Retirement System Contributions: Unless prohibited by law, in addition to the compensation paid to the Superintendent as aforesaid, the Board shall pay to the Teachers’ Retirement System of the State of Illinois the employee contributions payable upon such

compensation as required by Section 16-152 of the Illinois Pension Code, and also the employee contributions required under Section 6.6 of the State Employees Group Insurance Act. Such payments shall be made by the Board in addition to the compensation paid as aforesaid so that the Superintendent's net compensation after retirement payments shall not be less than the said compensation.

If the Board's payments in accordance with this paragraph 15 are prohibited by law, the Board and the Superintendent agree to discuss, in good faith, a mutually agreeable increase in the Superintendent'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.

16. Automobile Expenses: The Board shall reimburse the Superintendent for documented expenses incurred for out-of-district travel at the IRS rate in effect at the time the mileage is incurred.

17. Annuities and Deferred Compensation: From the annual salary stated in paragraph A.1 of this Contract, the Superintendent may (1) annually defer compensation pursuant to and in accordance with the terms of an eligible deferred compensation plan as described in Section 457(b) of the Internal Revenue Code if adopted by the Board and/or (2) authorize a salary reduction in order that the Board may purchase a 403(b) eligible product for the Superintendent as described in Section 403(b) of the Internal Revenue Code, in accordance with the Board's 403(b) Plan, if offered, and provided that the Superintendent confirms that any such deferrals and reductions are within Internal Revenue Code limitations.

In addition, the Board shall make an annual non-elective employer contribution to the Section 403(b) annuity in the amount of Six Thousand Dollars (\$6,000.00) payable as a one time lump sum

no later than July 15 of each contract year. Both parties acknowledge that the Superintendent did not have the option of choosing to receive any of the 403(b) contribution directly or in cash.

18. Sick Leave: For each contract year the Superintendent shall be credited with the number of sick days allocated to regularly employed teachers under the then current collective bargaining agreement with the Indian Prairie Education Association, to a maximum accumulation of 340 days. The Superintendent shall be granted an additional three (3) days of personal leave annually which, if not used for personal reasons, may be used or accumulated as sick leave.

19. Retirement: In January of the calendar (tax) year following the year of retirement, the Superintendent will receive a one-time, lump sum, post-retirement payment calculated as follows: For the first fifteen years of service to the District, measured at the time of retirement, the Superintendent shall receive \$18,000.00. For each additional year of service, the Superintendent shall receive \$1,000.00, to a total maximum benefit not to exceed \$30,000.00. Withholding and tax reporting will be in accordance with applicable tax law.

20. Termination by Agreement: During the term of this Contract, the Board and Superintendent may mutually agree in writing to terminate this Contract.

21. Unilateral Termination: The Board may, at its option, and by a minimum of 90 days notice given to the Superintendent, unilaterally terminate this Contract, without cause. In the event of such termination, the Board shall pay to the Superintendent, as severance pay, all of the aggregate compensation and the cash value of fringe benefits that the Superintendent would have received had this Contract been in force until the termination date set forth in this Contract.

22. Non-Renewal: Notice of intent not to renew this contract shall be given to the Superintendent by the Board by March 1 of the year in which the Agreement expires. Said notice shall be in writing and state the specific reason for non-renewal. Failure to provide the notice of

intent not to renew by the Board shall extend this contract for one (1) additional year. Within ten (10) days after receipt of a notice of intent not to renew this Agreement, the Superintendent may request a closed session hearing on the dismissal. Such hearing shall occur on or before February 1st of the contract year in which this Agreement expires. Evidence of the specific reason for non-renewal must be presented by the Board to the Superintendent at the hearing. The Superintendent has the right of presenting evidence, witnesses and defenses on the grounds of non-renewal. The Board decision after such hearing will be final.

23. Miscellaneous:

(a) This Contract has been executed in Illinois, and will be governed in accordance with the laws of the State of Illinois in every aspect.

(b) Paragraph headings and numbers have been inserted for convenience of reference only, and if there is any conflict between any such headings or numbers and the text of this Contract, the text will control.

(c) This Contract may be executed in one or more counterparts, each of which will be considered an original, and all of which taken together will be considered one and the same instrument.


(d) 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.

(e) This Contract will inure to the benefit of and be binding upon the Board and the Superintendent, their successors and assigns.

(f) If any paragraph or provision of this Contract is found unlawful and/or unenforceable by a court of competent jurisdiction, the remainder of the Contract will continue in force and effect.

Executed by the Superintendent and by the Board, through its duly authorized President and Secretary, on the date written above.

SUPERINTENDENT




Dr. Karen Sullivan

BOARD OF EDUCATION
INDIAN PRAIRIE COMMUNITY
UNIT SCHOOL DISTRICT NO. 204
DuPage and Will Counties

BY: 

President

BY: 

Secretary