

SUPERINTENDENT'S EMPLOYMENT CONTRACT (2013 - 2017)

AGREEMENT made and effective this ____ day of April, 2013, between the **BOARD OF EDUCATION OF DOWNERS GROVE GRADE SCHOOL DISTRICT NO. 58, DU PAGE COUNTY, ILLINOIS**, hereinafter referred to as the "Board," and **KARI CREMASCOLI**, hereinafter referred to as the "Superintendent."

This Agreement constitutes a successor administrative performance-based employment contract entered into during the term of an existing, predecessor administrative performance based employment contract. In accordance with the provision in 105 ILCS 5/10-23.8 of *The Illinois School Code*, the Superintendent and Board confirm and acknowledge that the Superintendent has met the goals and indicators of student performance and academic achievement, as stated in the original, predecessor contract.

A. EMPLOYMENT AND COMPENSATION

1. Salary and Term of Employment. The Board hereby employs the Superintendent for a multiyear period of four (4) years and three (3) months, commencing on April ____, 2013, and terminating on June 30, 2017. The annual salary of the Superintendent for each contract year will be calculated to increase her salary of \$185,000.00 for the 2012-2013 contract year equal to the percentage increase of the annual Consumer Price Index (CPI) used under the *Property Tax Extension Limitations Law* for the levy for the prior year, provided said increase shall not be less than 0.0% nor greater than 4.0%. Each subsequent contract year, the salary shall be increased by an additional performance longevity increase of 1.5%. Salary shall be payable in equal installments in accordance with the rules of the Board governing payments of other administrative staff members in the District. The Superintendent hereby accepts employment upon the terms and conditions hereinafter set forth.

2. Teachers' Retirement System and Health Insurance Security Fund. In addition to the annual salary stated in paragraph A.1 of this contract, the Board shall pay on behalf of the Superintendent to the State of Illinois Teachers' Retirement System and the Teacher Health Insurance Security Fund the Superintendent's required contributions established at the time of entering into this contract (i.e., 9.4% TRS and .92% THIS) to said pension system and health fund. 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 and the Teacher Health Insurance Security Fund. 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 Teacher Health Insurance Security Fund, and further acknowledge that such contributions are made as a condition of employment to secure the Superintendent's future services, knowledge and experience.

However, during the term of this contract, if the General Assembly shall amend the amount of required TRS/THIS member contribution percentages, the Board and Superintendent agree to reopen the contract for the purpose of reviewing and discussing the impact on the Superintendent's compensation package.

B. CONDITIONS OF EMPLOYMENT

1. **Certificate.** During the term of this contract, the Superintendent shall hold a valid and properly registered certificate issued by the State of Illinois Teachers' Certification Board qualifying her to act as Superintendent of the School District.

2. **Employment Representations.** The Superintendent represents that she is not under contract with any other school district for any portion of the term covered by this contract. The Superintendent further represents that all information provided to the District in the process of application for employment was true and complete.

3. **Medical Examination.** The Superintendent shall submit, at Board expense, to a physical or mental examination by a physician licensed in Illinois to practice medicine and surgery in all its branches whenever the Board deems such examination necessary and in accordance with applicable law. As a condition of employment, the Superintendent also agrees to comply with all health requirements established by law.

4. **Waiver of Tenure.** The Superintendent acknowledges that, pursuant to the *School Code*, she waives any right to tenure in the School District by virtue of entering into this multi-year contract and any multi-year extension thereof.

C. BENEFITS

1. **Automobile Allowance and Expenses.** The Board will provide the Superintendent with a monthly allowance in the amount of One Hundred Twenty-Five Dollars (\$125.00) in lieu of in-District transportation expenses incurred in the performance of District business. The Superintendent's transportation expenses for out-of District automobile use for District business shall be reimbursed at the mileage rate established by the Internal Revenue Service. The automobile allowance shall be provided separate from and in addition to the Superintendent's salary and is intended to be reasonably calculated not to exceed the anticipated expenditures of the Superintendent for transportation. Appropriate itemization and substantiation of all allowable expenses incurred pursuant to this provision shall be made by the Superintendent in accordance with the regulations of the *Internal Revenue Code* and provided to the District Business Office annually. If in any year the allowance provided by the Board exceeds the allowable expenses incurred by the Superintendent, she shall return the excess amount within a reasonable period of time in accordance with the regulations of the *Internal Revenue Code*.

2. Reimbursement of Business Expenses. The Board shall reimburse the Superintendent in accordance with District procedures for reasonable monthly expenses incurred in the performance of her duties. Itemization shall be made by the Superintendent of all expenses incurred.

3. Insurance. The Board will provide the Superintendent with the following benefits:

- a. Full individual and family coverage for hospitalization/major medical insurance, and dental and vision insurance, as provided under any group program effective in the District and applicable to administrators. If, at any time during the term of this contract, the Board's payment of insurance premiums is deemed to constitute a discriminatory benefit under law or regulation or other official guidance subjecting the Board or Administrator to potential penalties or increased tax payments, then the Board may, in its discretion, determine to decrease its payment for such insurance and make a corresponding increase in the Administrator's salary or other compensation to offset the cash value of the reduction in such insurance premium benefit.
- b. Long-term disability insurance coverage as provided under any group program effective in the District, subject to all eligibility conditions of the carrier;
- c. Liability indemnification and protection, as provided under the District's liability insurance policies;
- d. Term life insurance in the amount of \$200,000, subject to all eligibility conditions of the District's group program carrier; and
- e. An annual physical exam at a cost not to exceed \$500.00 coordinated with the District's insurance deductible, subject to the Superintendent providing evidence of completion as required of all administrators.

4. Vacation. The Superintendent shall be entitled to a paid vacation of twenty (20) working days in each contract year. Any vacation time in excess of three (3) consecutive school days shall be mutually agreed upon by the Board and the Superintendent. Vacation time may accumulate to a maximum of thirty (30) working days; any unused vacation days beyond thirty (30) shall be lost and not available for future use or payment at the time of the Superintendent's departure from the District. However, each contract year, the Superintendent may exchange a maximum of five (5) unused vacation days for payment at the Superintendent's then per diem rate in lieu of using said unused vacation days. The Superintendent shall also be entitled to all legal and school holidays as designated on the District calendar. Winter, Spring, and Summer recess periods shall constitute working days unless specifically scheduled and credited toward the vacation days listed above.

5. Sick, Personal, and Other Leaves. The Superintendent shall be granted sick leave, as defined in Section 24-6 of the *School Code*, of fifteen (15) working days annually (i.e., the normal annual allotment afforded to teachers under the collective bargaining agreement). Unused sick leave days may accumulate to a maximum of 355 days. On July 1, 2012, the Board shall grant the Superintendent a one-time additional thirty (30) sick leave days, which shall be immediately available for use and may accumulate if unused by the end of that contract year. The Superintendent shall also be afforded two (2) days of personal leave each year without loss of pay. Personal leave may accumulate to three (3) days, with one (1) unused personal leave day carried over for use only in the next contract year. In addition, the Superintendent shall be entitled to bereavement and religious holiday leave and other leaves of absence as afforded to all administrators in the District.

6. Professional Organizations. The Superintendent shall be reimbursed for dues and membership fees to the following professional organizations: American Association of School Administrators and the Illinois Association of School Administrators.

7. Professional Meetings Attendance. The Superintendent is expected to attend appropriate professional meetings at the local and state levels and, subject to prior Board approval, at the national level. All reasonable expenses incurred shall be paid by the Board.

8. 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 state deferred compensation plan as described in Section 457(b) of the *Internal Revenue Code* if adopted by the Board, or (2) authorize a salary reduction in order that the Board may purchase an annuity policy for the Superintendent as described in Section 403(b) of the *Internal Revenue Code*, provided that the Superintendent confirms that any such deferrals or reductions for purchase of annuities are within *Internal Revenue Code* limitations.

9. Civic Organizations. The Superintendent is encouraged to participate in local civic and fraternal organizations in the interest of promoting a better understanding of the District and its concerns. Subject to its prior approval, the Board shall pay the dues incurred through membership in such organizations.

10. Other Benefits. The Board shall provide the Superintendent with an optional benefit allowance of Seven Hundred Fifty Dollars (\$750.00) annually that may be used for professional dues, additional life insurance, and/or other optional benefits as commonly extended to other administrative personnel.

D. POWERS AND DUTIES

1. Duties. The Superintendent shall have charge of the administration of the schools under the direction of the Board; she shall be the chief executive officer and the chief financial

officer for the Board; she shall recommend the selection, retention and dismissal of, and direct and assign, teachers and other employees of the School District under her supervision; she shall organize and direct the administrative and supervisory staff; she shall make recommendations to the Board concerning the budget, building plans, location of sites, and the selection of textbooks, instructional material, and courses of study; she shall direct the keeping of all records and accounts, and aid in the making of all reports, as required by the Board; she shall recommend rules, regulations, and procedures deemed necessary for the welfare of the School District; and, in general, shall perform all other duties established in her job description, or incident to the office of the Superintendent as the Board may delegate to her, or as required by law. The Superintendent shall be responsible for and deemed to have knowledge of all of the policies and procedures established by the Board and shall comply with their requirements.

2. Extent of Service. The Superintendent shall devote her entire time, attention, and energy to the business of the School District and related professional activities. With the permission of the Board President, the Superintendent may attend university courses, seminars, or other professional growth activities; serve as a consultant to another district or educational agency for a short-term duration without loss of salary; lecture; and engage in writing activities and speaking engagements. The Superintendent may not jeopardize the functioning of the School District by any lengthy and conspicuous absence for such professional activities.

3. Performance Goals and Indicators. In accordance with the requirements of the *School Code*, the parties agree that the following performance goals for the Superintendent have been established with respect to student performance and academic improvement, including the indicators listed beneath the goals that shall be used by the Board to measure the Superintendent's performance:

- Goal 1. The Superintendent shall direct the efforts of the administration and staff in enhancing student performance and welfare, as measured by the following indicators:
 - a. Continue with the implementation of the District's Strategic Plan
 - b. Establish processes to ensure District compliance with the *Performance Evaluation Reform Act* and the *Educational Reform (SB 7)* law
 - c. Establish processes to ensure succession and transition planning for key senior leadership positions within the District.

- Goal 2. The Superintendent shall direct the efforts of the administration and staff to improve the District academically, as measured by the following indicators:
 - a. Establish timeframes and processes to align District curriculum and instruction with the common core standards and assessments
 - b. Report to the Board on the progress and impact of new curriculum implementation
 - c. Report to the Board on the results of standardized and/or other required summative assessments.

The Board shall determine whether the Superintendent has met the performance goals above using the criteria described in the goals themselves, as well as Board members' own judgment as to whether the Superintendent has exhibited the leadership, guidance, and effort needed to achieve the goals. The Board shall issue its determination in writing and present it to the Superintendent.

E. RENEWAL, EXTENSION, AND AMENDMENT OF CONTRACT

1. Non-Renewal. Notice of intent not to renew this contract shall be given to the Superintendent by the Board by February 1 of the year in which the contract expires. Said notice shall be in writing and state the specific reason for non-renewal. Failure to provide timely notice of non-renewal shall extend this contract for one (1) additional year. The Superintendent shall notify the President and Secretary of the Board by January 1 of the year in which the contract expires that failure of the Board to give the Superintendent said notice of intent not to renew shall extend this contract for one (1) additional year. The failure of the Superintendent to give the required reminder notice to the Board shall waive the obligation of the Board hereunder to give its notice of intent by February 1. Within ten (10) days after receipt of a notice of intent not to renew this contract, the Superintendent may request a closed session hearing on the dismissal.

2. Renewal and Extensions. Prior to the end of any year of this contract, the Board and Superintendent may mutually agree to renew or extend the employment of the Superintendent for a multi-year period, provided that the performance goals and indicators set forth in paragraph D.3 of this contract have been met. In such event, the Board shall take specific action to discontinue this contract and enter into a new multi-year contract of employment.

3. Amendment. 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 or as an extension of the termination date of this contract.

F. TERMINATION

1. Grounds for Termination. This employment contract may be terminated by:

- a. Mutual agreement;
- b. Permanent disability (inability to perform essential job functions with or without accommodation);
- c. Discharge for cause;
- d. Death of the Superintendent; or
- e. Unilateral Board determination of irreconcilable differences with the Superintendent.

2. **Cause.** Discharge for cause shall be for any conduct, act, or failure to act by the Superintendent which is detrimental to the best interests of the School District. Reasons for discharge for cause shall be given in writing to the Superintendent, who shall be entitled to notice and a hearing before the Board to discuss such causes. If the Superintendent chooses to be accompanied by legal counsel, she shall bear any costs therein involved. The Board hearing shall be conducted in executive session.

3. **Irreconcilable Differences.** In the event the Board determines that it has irreconcilable differences with the Superintendent and opts to terminate this contract unilaterally, the Superintendent hereby agrees to accept as severance pay a monetary amount equivalent to the annual compensation of the Superintendent for that contract year, as set forth in paragraphs A.1 and A. 2 above, or the aggregate gross compensation she would have earned under the contract from the actual date of termination to the expiration date of this contract, whichever is less. The Superintendent further agrees that said severance payment shall be in full release of any and all claims, rights, causes of action, proceedings, or privileges she might have pursuant to this contract or any federal or state constitutional, statutory, or administrative provision.

G. EVALUATION

The Board and Superintendent agree that annually they shall mutually discuss and evaluate their working relationship, rapport, and understanding. By July 1 of each year of the contract, the Superintendent's performance shall be appraised by the Board and a written evaluation of that performance given to the Superintendent, except that, in the last year of this contract, the Superintendent shall also be evaluated in January. As required under the *School Code*, the Board shall evaluate the Superintendent in her administration of school board policies and her stewardship of the assets of the District. The Superintendent's progress toward and attainment of the performance goals set forth in paragraph D.3 of this contract may also be assessed. After such evaluation, the parties may schedule a meeting to review the evaluation and determine, if necessary, the terms and conditions of, and the performance goals for, the continued future employment of the Superintendent.

H. MISCELLANEOUS

1. Any notice required to be given under this contract shall be deemed sufficient if it is in writing and sent by mail to the last known residence of the Superintendent or the President of the Board.
2. This contract has been executed in Illinois and shall be governed in accordance with the laws of the State of Illinois in every respect.
3. Paragraph headings and numbers have been inserted for convenience of reference only and, if there shall be any conflict between such headings or numbers and the text of this contract, the text shall control.

4. 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.
5. 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.
6. This contract shall inure to the benefit of and be binding upon the Board and its successors and assigns.
7. This contract shall be effective and in effect immediately upon its execution by the Board and Superintendent.

IN WITNESS WHEREOF, the parties have executed this Agreement this _____ day of April, 2013, upon formal approval by the Board at a duly convened meeting held this same date.

SUPERINTENDENT

**BOARD OF EDUCATION
DOWNERS GROVE GRADE SCHOOL
DISTRICT NO. 58,
DU PAGE COUNTY, ILLINOIS**

Kari Cremascoli

By: _____
President

ATTEST:

Secretary