

SAUNEMIN COMMUNITY CONSOLIDATED SCHOOL DISTRICT #438
Superintendent/Principal Contract

AGREEMENT made this April 11, 2017 by and between the Board of Education, Saunemin CCSD #438, Saunemin, IL and Dr. Christopher Maier, Superintendent/Principal, ratified by a resolution adopted at the regular meeting held on April 11, 2017.

IT IS AGREED:

1. The Superintendent/Principal shall be employed from April 1, 2017 through June 30, 2020.

From April 1, 2017 to June 30, 2017, Dr. Maier shall be engaged in transitional responsibilities. These responsibilities may include, but are not limited to, attending one or more introductory/planning meetings with: (a) District 438 central office administration and building principals; (b) District 438 committees (*e.g.*, Policy, Finance, Evaluation, Technology, and Transition committees); (c) the District 438 administration, for the purpose of reviewing data at its retreat; and (d) building principals, for the purpose of touring the District 438 facilities. Additionally, Dr. Maier shall participate in planning activities involving the District's Comprehensive Accountability Plan and School Improvement Plans. Dr. Maier shall be paid for performing such transitional responsibilities up to five (5) days at a daily rate as calculated as 1/260 of the annual salary for 2017-2018 contract year. Paragraph 1, 2, 3, and 18-19 of this Contract are effective on February 21, 2017. All other terms take effect on July 1, 2017.

From July 1, 2017 to June 30, 2020, Dr. Maier shall be employed as the Superintendent/Principal, Saunemin CCSD #438, Saunemin, IL.

2. In consideration of a salary of \$105,000 per annum, Superintendent/Principal hereby agrees to devote such time, skill, labor, and attention to this employment, during the term of this Agreement, except as otherwise provided in the Agreement. The annual salary shall be paid in equal installments in accordance with the policy of the Board governing payment of salary to other certificated members of the professional staff. The Superintendent's annual salary for the each subsequent contract year shall be determined solely by the Board utilizing an allowable range of increase 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. It is provided, however, that by so doing, it shall not be considered that the Board has entered into a new agreement with Superintendent/Principal nor that the termination date of this Agreement has been in any way extended.
3. In addition to the annual salary stated in paragraph 2 of this contract, the Board shall pay on behalf of the Superintendent/Principal to the State of Illinois Teacher's Retirement System ("TRS") and the Teacher Health Insurance Security Fund ("THIS") the Superintendent/Principal's required contributions to said pension system and health fund for all creditable earnings of the Superintendent/Principal. If the current employee contribution rate required by

TRS to be remitted decreases or legislation is passed that limits the Board's ability hereinunder, 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 does not exceed the Board's total cost before the TRS contribution rate decrease. However, if, subsequent to the Board's payment to the Superintendent/Principal of such difference, the aforementioned contribution rate decrease is reversed by a court or the State Legislature or by TRS rule such that there is an underpayment of creditable earnings to TRS under this paragraph, the Superintendent/Principal shall bear the cost of such underpayment.

The Superintendent/Principal shall 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 and THIS. Both parties acknowledge that the Superintendent/Principal 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/Principal's future services, knowledge, and experience. Both parties further acknowledge that, except as expressly provided under this paragraph 2, the Superintendent/Principal does not have the right to receive payment for any amounts that would have been contributed to the TRS or THIS by the Board on his behalf had the Superintendent/Principal's required contributions not been limited by such retirement system and fund due to the application of the established limit for contributions to the pension plan or to a refund of an overpayment of such contributions, if any.

4. Each contract year, the Board shall provide:
 - A. Board-paid single insurance coverage. If superintendent would need family coverage, family coverage will be paid by the Board of Education with the understanding that the superintendent's salary will be reduced by an amount agreed upon by Superintendent and Board.
 - B. A \$10,000 Life (Term) Insurance Policy valid for the duration of this contract.
5. The Superintendent/Principal hereby accepts employment upon the terms and conditions hereinafter set forth. The duties and responsibilities of the Superintendent/Principal of Saunemin CCSD #438 shall be all those duties incident to the position of Superintendent/Principal as set forth in the Job Description, a copy of which is attached to this agreement. If, during the term of this contract, the School District is annexed, consolidated, or reorganized, with or into another district(s), then for the duration of this contract, the Superintendent shall be reassigned to an administrative position within the newly formed district at no loss of term of contract, salary or benefits as provided herein. The Parties understand and agree that this position may not be a superintendent position, but may be any administrative position which the School district or newly formed district may deem appropriate. Under no circumstances will creditable earnings exceed six percent (6%) over the previous year.

6. Academic improvement and student performance goals. This contract is a performance-based contract linked to student performance and academic improvement of the District. The Superintendent/Principal shall strive to meet the goals during the term of this Contract. The parties agree the goals and indicators are linked to student performance and academic improvement of the District.

Annually, the Superintendent/Principal shall:

- evaluate student performance, which shall include but not be limited to student performance on standardized tests, completion of the curriculum, attendance and dropout rates;
- review the curriculum and instructional services of the District; and
- report to the Board on his findings as to (i) student performance and (ii) recommendations, if any, for curriculum or instructional changes as a result of his evaluation of student performance.

In addition, the parties agree that in the initial six (6) months of the 2017-2018 Contract Year, July 1, 2017 through December 31, 2017, the Superintendent/Principal shall develop goals to enhance District-wide student performance and academic achievement as well as the indicators to measure the same. The goals and indicators will be submitted to the Board not later than the January 2018 Board meeting for discussion and approval. The failure of the Board to revise and/or adopt the additional District-wide goals and indicators shall mean the objectives and indicators of measurement submitted by the Superintendent shall be deemed acceptable to the Board for evaluation purposes. 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.

7. The Superintendent shall be allotted the same number of sick days as teachers are allotted under the Collective Bargaining Agreement. The terms of the Collective bargaining agreement shall apply to the Superintendent for the accumulation of sick days.
8. The Superintendent shall be allotted the same number of personal leave days as allotted to teachers under the Collective Bargaining Agreement. The terms of the Collective bargaining agreement shall apply to the Superintendent regarding accumulation of personal days.
9. The Superintendent/Principal shall be reimbursed for travel at current government rates, and that reasonable expenses for work-related meals, and lodging shall be paid in addition to mileage.
10. An annual evaluation, to be completed no later than 120 days prior to the end of each contract year, shall be completed in accordance to the evaluation policy as set forth by the Board. The evaluation will include a review of progress on the Superintendent's established performance goals to be jointly determined and approved by the Board and Superintendent.

11. The Board shall pay the cost of the Superintendent/Principal's annual membership to professional organizations to IASA, IASBO, IPA, and others as appropriate. Membership will not be paid to IEA, NEA, or other similar organizations.
12. The Superintendent/Principal may undertake consultative work, speaking engagements, writing, lecturing and other professional duties and obligations provided that these activities do not interfere with the effective performance of his/her duties as Superintendent. The Superintendent has the responsibility to inform the Board of such outside activity in a timely fashion.
13. The Agreement shall be considered twelve (12) months. All holidays scheduled in the official Saunemin CCSD #438 school calendar shall be non-working days for the Superintendent. The Superintendent shall be entitled each year to a paid vacation of fifteen (15) days, which may be used in the contract year in which it is earned. Up to seven unused vacation days may be carried over to the next contract year or submitted for payment at the Superintendent's then current per diem in lieu of carryover.
14. Should the Superintendent/Principal be unable to perform the duties and obligation of this Agreement by any reason of illness, accident or other cause beyond the Superintendent's control and such disability exists for more than thirty (30) days after the exhaustion of accumulated sick leave days and personal leave days and vacation days in a year, the Board, at its discretion may make a correctional deduction of the salary stipulated in this Agreement. If disability exists for more than 120 days past all used sick, leave, and vacation days, or if such disability is permanent, irreparable, or of such nature as to make the performance of the Superintendent/Principal's duties impossible, the Board, at its discretion, may terminate this contract, whereupon the respective duties, rights and obligations of the parties shall terminate.
15. Throughout the term of this Agreement, Superintendent/Principal shall be subject to discharge for cause provided, however, that the Board does not arbitrarily or capriciously call for dismissal and that Superintendent/Principal shall have the right to service of written charges, notice of hearing and a hearing before the Board. If Superintendent/Principal chooses to be accompanied by counsel at such hearing, all such personal expenses shall be paid by Superintendent. Failure to comply with the terms and conditions of this Agreement after notification and a reasonable opportunity to correct, where appropriate, shall also be sufficient cause for purposes of discharge as provided in this Agreement.
16. Notice of intent not to renew this contract shall be given to the Superintendent/Principal by the Board of Education by February 1 of the year in which the Agreement expires. Said notice shall be in writing and state the specific reason for non-renewal. In the case of non-renewal, the Superintendent have hearing rights as afforded in 105 ILCS 5/10-21.4. Failure to provide the notice of intent not to renew by the Board shall extend this contract for one (1) additional year.
17. During the term of this Agreement, the Board and the Superintendent/Principal may mutually agree in writing to terminate this Agreement.

18. Any notice or contract permitted or required under this agreement shall be in writing and shall become effective on the date of the person's delivery or on the date of mail thereof by first class mail, registered or certified postage, prepaid.

19. Background Investigation: Under Ch. 105, par.5/10-21.9 of the School Code of Illinois, Boards of Education are prohibited from knowingly employing a person who has been convicted of committing or attempting to commit any offense that would subject him or her to license suspension or revocation pursuant to Section 21B-80, or who has been found to be the perpetrator of sexual or physical abuse to any minor under the age of 18. If the criminal background investigation require by Illinois law is not completed at the time this contract is signed, and the subsequent investigation report reveals that there has been such a conviction, this contract shall immediately become null and void.

IN WITNESS WHEREOF, we have hereunto subscribed our names.

Superintendent's Signature

Board President Signature

Board Secretary Signature