

SUPERINTENDENT/PRINCIPAL EMPLOYMENT CONTRACT

THIS CONTRACT made this 19th day of June, 2017, by and between Board of Education of Crescent-Iroquois Community Unit School District No. 249 (hereinafter referred to as “the Board”), and Jeffrey Alstadt (hereinafter referred to as “the Superintendent/Principal”), pursuant to a Motion of the Board at a meeting of the Board held on 19th June, 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:

1. **TERM.** The Board hereby employs Jeffrey Alstadt as the Superintendent/Principal of Schools in and for Crescent-Iroquois Community Unit School District No. 249 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/Principal shall be all those duties incident to the office of the Superintendent/Principal as promulgated by the Board and all duties and responsibilities imposed by the laws of the State of Illinois upon the Superintendent/Principal; and in addition, Superintendent/Principal shall serve as the Chief Administrative Officer of the Board and shall perform such other duties incidental to the office of the Superintendent/Principal as from time to time may be assigned to Superintendent/Principal by the Board.

3. **SALARY.** In consideration of the performance of the duties of the Superintendent/Principal, the Board shall pay to the Superintendent/Principal for the period extending from July 1, 2017 to June 30, 2018, the sum of One Hundred Five Thousand and 00/100 Dollars (\$105,000.00), which amount shall be payable in substantially equal installments in accordance with the payroll procedures of the School District. For the periods extending from July 1, 2018 to June 30, 2019, and July 1, 2019 to June 30, 2020, the Superintendent/Principal will receive the same percentage increase as the licensed teaching employees of the District. Any adjustment in base salary shall be in the form of an amendment and shall become part of this Contract, but any such amendment shall not be considered a new contract with Superintendent/Principal, or that the termination date of this Contract has in any way been extended.

4. **PENSION.** In addition to the Superintendent/Principal’s salary, the Board shall pay on behalf of the Superintendent/Principal 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 purpose of such direct employer payment shall be to defer federal income taxation of such amount, consistent with the provisions of Internal Revenue Code section 414-h(2) and Tax Opinions 81-35 and 81-36. The Superintendent/Principal 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/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 Teachers’

Retirement System, and further acknowledge that such contributions are made as a condition of employment to secure the Superintendent/Principal's future services, knowledge and experience.

5. **T.H.I.S.** In addition to the salary of the Superintendent/Principal, the Board shall pay on behalf of the Superintendent/Principal his entire required contribution to the Teacher Health Insurance Security Fund. The Superintendent/Principal 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/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 Teachers' Retirement System, and further acknowledge that such contributions are made as a condition of employment to secure the Superintendent/Principal's future services, knowledge and experience.

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, 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, completion of the completion of the curriculum, attendance and dropout rates;

(b) review the curriculum and instructional services of the District; and

(c) 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.

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*.

In addition, the parties agree that in the initial six (6) months of this Contract, 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/Principal shall be deemed acceptable to the Board for evaluation purposes.

7. **EVALUATION.** The Board shall evaluate the Superintendent/Principal's performance in conformance with established Board policy. Annually, but no later than March 1 of each year, and February 1 in the final year of this Contract, the Board shall review with Superintendent/Principal, Superintendent/Principal's progress toward established goals and working relationships among Superintendent/Principal, the Board, the faculty, the staff and the community, and shall consider the Superintendent/Principal's annual salary for the next subsequent year of this Contract. During the life of this Contract, and all extensions thereof, it shall be the duty of Superintendent/Principal to cause to be placed on the agenda for the Board's regular January meeting the annual review of his performance and salary, if such review has not already been conducted by the Board; and his failure to comply with this provision shall constitute a material breach of this Contract.

8. **EXTENSION AT END OF TERM.** At the time of the final annual evaluation and assessment under this Contract, the Board and the Superintendent/Principal shall engage in discussions from which the parties may mutually agree to extend the employment of the Superintendent/Principal for a multi-year period not to exceed five (5) years. If the Board determines not to extend the Contract, the Board shall notify the Superintendent/Principal in writing so that the Superintendent/Principal receives the notice not later than February 1, 2020. In the event the Contract is extended, the Board and the Superintendent/Principal shall establish additional goals designed to enhance District-wide student performance and academic achievement as well as the indicators to measure same. Nothing in this paragraph shall prohibit the parties from mutually agreeing to extend the Contract prior to February 1, 2020, if the goals are met, nor shall this paragraph prohibit the parties from entering into a new employment agreement.

9. **DISCHARGE FOR CAUSE.** Throughout the term of this Contract, the Superintendent/Principal shall be subject to discharge for cause provided, however, the Board shall not arbitrarily or capriciously call for dismissal and the Superintendent/Principal shall have the right to service of written charges, notice of hearing and a hearing before the Board. If the Superintendent/Principal chooses to be accompanied by counsel at such hearing, all such personal expenses shall be paid by the Superintendent/Principal. Failure to comply with the terms and conditions of this Contract shall also be sufficient cause for purposes of discharge as provided in this Contract.

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

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

12. **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.

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

14. **VACATION.** The Superintendent/Principal shall be entitled to ten (10) working days of vacation annually exclusive of legal and school holidays. Vacation shall be taken during the summer months, unless approved in advance by the Board. Vacation shall be taken within twelve (12) months of the year in which it is earned and shall not be cumulative.

15. **SICK LEAVE.** The Superintendent/Principal shall be entitled to the same number of sick leave annually as other licensed employees of the District, as established in the collective bargaining agreement between the District and its licensed employees.

16. **PERSONAL LEAVE.** The Superintendent/Principal shall be entitled to five (5) days of personal leave annually. Any unused personal leave days shall accumulate as sick leave. Use of personal leave shall be subject to such other provisions as may be contained in School District policies, rules and regulations.

17. **MEDICAL INSURANCE.** The Board shall pay the full monthly premium for individual plus child major medical insurance on behalf of the Superintendent/Principal as may be available through the Board's group insurance carrier. However, should 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 licensed employees receive under the relevant collective bargaining agreement.

18. **TERM LIFE.** The Board shall provide and pay for Twenty Thousand and 00/100 Dollars (\$20,000.00) of term life insurance for the Superintendent/Principal during the term of this Contract, or as otherwise provided to other licensed employees. The Superintendent/Principal shall designate the beneficiary of the policy.

19. **PROFESSIONAL DUES.** The Board encourages continuing professional growth of the Superintendent/Principal through membership and participation in professional organizations and through attendance at appropriate professional meetings and conferences at the local and state level. The Board shall pay up to One Thousand Five Hundred and 00/100 Dollars (\$1,500.00) annually toward the total cost of the Superintendent/Principal's membership dues in such organizations as Illinois Association of School Administrators, the Illinois Principals Association, and other professional associations as agreed upon by the Board and the Superintendent/Principal. Within budget constraints, and as approved by the Board prior to

registration and attendance, such costs of attendance will be paid by the Board upon receipt of a full, itemized accounting of such costs.

20. **MILEAGE AND EXPENSE REIMBURSEMENT.** The Superintendent/Principal shall be entitled to travel reimbursement at the Internal Revenue Service rate for vouchered reimbursable mileage expenses incurred by the Superintendent/Principal while using the Superintendent/Principal'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 Crescent City, Illinois, or other origin of the trip, to the destination and back to Crescent City, Illinois. Any travel out of state, or any extended or unusual travel expenses must be pre-approved by the Board.

21. **OTHER WORK.** With prior notice to and approval by the Board, 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 duties as Superintendent/Principal, and provided that the Superintendent/Principal has a designated representative attend all school activities that are held in the school in his absence.

22. **OTHER BENEFITS.** The Superintendent/Principal shall be entitled to any and all benefits received by licensed staff above and beyond those listed in this Contract.

23. **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
Crescent-Iroquois C.U.S.D. No. 249
600 South Street
Crescent City, IL 60928

To the Superintendent/Principal:

Jeffrey Alstadt
(The address listed in current
school district records)

24. **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, amendments, 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.

25. **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.

26. **RELEVANT LAW.** This Contract is authorized under the provisions of 105 ILCS 5/10-23.8.

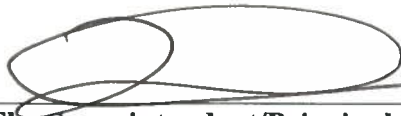
27. **SURVIVAL OF CONTRACT.** This Contract shall be binding upon the parties hereto, their successors and assigns.

28. **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.

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.

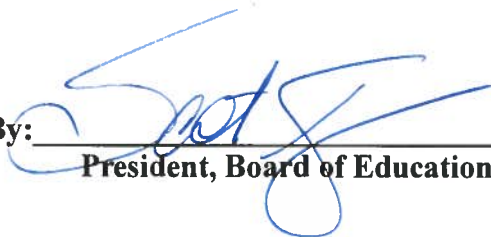
30. **DUPLICATE ORIGINAL CONTRACTS.** This Contract may be executed in one or more counterparts, each of which shall be considered an original, and all of which taken together shall be considered one and the same instrument

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.



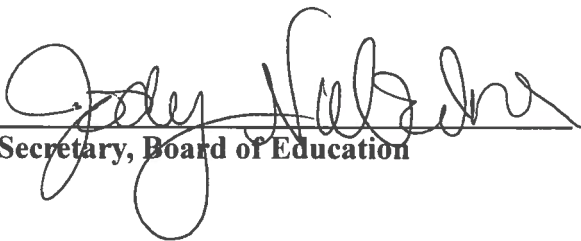
The Superintendent/Principal

**CRESCENT-IROQUOIS COMMUNITY UNIT
SCHOOL DISTRICT NO. 249**

By: 

President, Board of Education

ATTEST:



Secretary, Board of Education