

## SUPERINTENDENT'S EMPLOYMENT CONTRACT

AGREEMENT made this 16th day of June, 2015, between the BOARD OF EDUCATION OF URBANA SCHOOL DISTRICT NO. 116, COUNTY OF CHAMPAIGN, STATE OF ILLINOIS, hereinafter referred to as the "Board," and DR. DONALD OWEN, hereinafter referred to as the "Superintendent" or "Dr. Owen."

WITNESSETH:

### A. EMPLOYMENT AND COMPENSATION AS SUPERINTENDENT

1. The Board hereby employs the Superintendent for the term of four (4) years, commencing July 1, 2015 and terminating on June 30, 2019. The Superintendent's salary for the 2015-2016 school term shall be One-Hundred Ninety-Three Thousand, Two Hundred Sixty-Six dollars and Sixty-Three cents (\$193, 266.63) payable in equal installments in accordance with the policy of the Board. The Superintendent's salary shall be increased annually by one percent (1%) each year during the 2016-2017, 2017-2018 and 2018-2019 school terms. The Superintendent hereby accepts employment upon the terms and conditions hereinafter set-forth.

The parties acknowledge that due to the compensation for unused vacation leave the Superintendent received an increase in total reportable creditable earnings for the 2013-2014 school year of more than six percent (6%) than his total reportable creditable earnings for the 2012-2013 school term. Consequently, the Superintendent agrees that he will not retire causing the increase to creditable earnings during the 2013-2014 school year to occur within his final four (4) years of teaching service causing the Board to have to pay a penalty or other monies constituting a surcharge or contribution to the Teachers' Retirement System. Should the Superintendent retire causing the salary increase received during the 2013-2014 school term to occur within his final four (4) years of teaching service causing the Board to have to pay a penalty or other monies constituting a surcharge to the Teachers' Retirement System, the Board shall be entitled to damages for breach of contract against the Superintendent. The parties agree this provision will extend beyond the duration of the current agreement until the conditions herein described have been satisfied.

2. The salary paid pursuant to Section A.1 of this Agreement shall constitute the Superintendent's gross salary without deductions. From this gross salary the Board shall deduct and remit to the State of Illinois Teachers' Retirement System, to be applied to the retirement account of the Superintendent, retirement payments as required by TRS and THIS. Said payments shall include the payment which the Superintendent is required to contribute for survivors' benefits. It is the intent of the parties by this Agreement to qualify the payments to the Illinois Teachers' Retirement System as "picked-up" contributions within the meaning of Section 414 (h) (2) of the Internal Revenue Code so as to be excludable from the gross income of the Superintendent. The Superintendent shall have no right or claim to the funds so remitted except as they may subsequently become available upon retirement or resignation from the State of Illinois Teachers' Retirement System. Said contributions under this section are made as a condition of employment to

secure the Superintendent's future services, knowledge and experience.

3. The Board hereby retains the right to adjust the annual salary of the Superintendent subject to his approval during the term of this contract, but in no event will the annual salary be less than the salary agreed to in paragraph B.1. 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 termination date of this contract. The Board may, by specific action, extend the termination date of the existing contract in compliance with Section D. Student Performance and Academic Improvement Goals.
4. This contract is conditioned upon the Superintendent holding a valid and properly registered certificate issued by the State of Illinois Teachers' Certification Board qualifying him to act as a Superintendent of the School District for the duration of this agreement. Should the Superintendent not be able to obtain or maintain a valid and properly registered certificate issued by the State of Illinois Teachers' Certification Board allowing him to act as a Superintendent of the School District, then this agreement shall immediately become null and void.
5. Pursuant to Section 10-21.9 of *The School Code*, 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 offenses enumerated therein. If the criminal background investigation required by Illinois law is not completed at the time this contract is executed, and the subsequent investigation reveals there has been such a conviction, then this agreement shall immediately become null and void.
6. The parties acknowledge that the Superintendent has acquired tenure in the District, and that upon acceptance of a multiple year contract the Superintendent shall not lose any previously acquired tenure credit with the District pursuant to Section 10-23.8 of *The School Code*, 105 ILCS 5/10-23.8. The parties recognize that should the terms of this contract end for any reason, the Superintendent shall have all rights of due process and other protections afforded to other tenured employees of the District.
7. When the Board believes it to be in the best interests of the District, the Superintendent shall have a comprehensive physical examination by a physician licensed to practice medicine in all its branches. The Board will be responsible for the cost of such examination and shall receive a comprehensive written report of the examination. This report shall only be viewed by members of the Board, or anyone specifically authorized by the Board. The contents of this written report shall at all times remain confidential and shall only be disclosed as required by law.

## B. BENEFITS

1. The Board shall reimburse the Superintendent for out-of-district mileage expenses incurred by the Superintendent while using the Superintendent's personal vehicle for the conduct of approved school district business outside of Champaign County. Reimbursement shall be at the maximum IRS allowable mileage rate pursuant to the school district's policies, rules and regulations.
2. The Board shall reimburse the Superintendent for Board approved, reasonable

monthly expenses incurred in the performance of his duties. Itemization shall be made by the Superintendent of all expenses incurred.

3. Full-family hospitalization and medical insurance, dental insurance and term life insurance as provided for under the District's insurance program. If, at any time during the term of this Agreement, the Board's payment of insurance premiums on behalf of the Superintendent is deemed to constitute a discriminatory benefit under law or regulation or other official guidance subjecting the Board or Superintendent to potential penalties or increased tax payments, then the Board will, in its discretion, determine to decrease its payment for such insurance and shall make a corresponding increase in the Superintendent's salary or other compensation to offset the cash value of the reduction in such insurance premium benefit. In the event the Board makes such a determination, the Board shall collaborate with the Illinois Teachers' Retirement System so as to avoid the loss of creditable earnings to the extent permitted by law.
4. Liability insurance, as provided to other administrators. Additionally, pursuant to Section 10-20.20 of *The School Code*, 105 ILCS 5/10-20.20, and Section 2-302 of the *Local Governmental and Governmental Employees Tort Immunity Act*, 745 ILCS 10/2-302, the Board agrees to indemnify and hold harmless the Superintendent for any acts committed within the scope of his employment.
5. The Superintendent shall be entitled to a paid vacation of twenty-five (25) working days in each contract year, provided, however, that for any vacation in excess of two consecutive workdays taken, the Superintendent shall notify the Board or the Board President, and any vacation in excess of five consecutive workdays shall be approved in advance by the Board or the Board President. Vacation must be taken within the twelve-month period that it is earned, and any unused vacation days shall be forfeited at the end of the contract year; except that up to ten (10) unused vacation days may be accumulated per year up to a maximum of thirty (30) days, exclusive of the current year's allocation, for payment after the Superintendent's last day of service and after the Superintendent's receipt of his final paycheck for services. The Superintendent may exchange any number of unused accumulated vacation days for payment at the Superintendent's then per diem rate of pay each year in lieu of using said vacation days, as long as payment for such days does not cause the Superintendent's total reportable, creditable earnings for the year to exceed by more than six percent (6%) the Superintendent's previous year's total, reportable, creditable earnings. The Superintendent shall also be entitled to all legal school holidays and business office closings approved by the Board. Christmas, Spring, and Summer recess periods shall constitute working days unless specifically scheduled and credited toward the vacation days listed above.
6. The Superintendent shall be granted sick leave, as defined in Section 24-6 of *The School Code*, 105 ILCS 5/24-6, of fifteen (15) working days per year which may be accumulated to a maximum of three-hundred and seventy (370) days, and shall be subject to such other provisions as may be contained in school district policies and regulations.
7. The Superintendent shall be granted two (2) days of personal leave each year. Any unused personal leave not used at the end of the contract year shall be credited to the Superintendent's sick leave.

8. The Superintendent shall be reimbursed or the Board shall pay on his behalf the cost of annual membership dues in the American Association of School Administrators, Learning Forward (formerly the National Staff Development Council), the Association for Supervision, Curriculum and Development (ASCD), and any other professional organization that might be approved by the Board.
9. The Superintendent may attend, subject to Board approval, appropriate professional meetings at the local, state and national levels. All reasonable expenses incurred shall be paid by the Board in accordance with Board policy.
10. From the annual salary stated in Paragraph B. 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 any amounts deferred under a Section 457(b) eligible deferred compensation plan will serve to reduce the maximum amount which can be tax sheltered through a Section 403(b) annuity.
11. 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.

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 recommendations to the Board concerning the budget, building plans, location of sites and the 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 the Board; he shall recommend rules, regulations and procedures deemed necessary for the welfare of the School District; and, in general, he shall perform all other duties incident to the office of the Superintendent 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 School District and related professional activities. The Superintendent shall obtain the Board's permission prior to attending university courses, seminars or other professional growth activities unrelated to his professional development necessary to maintain his certification allowing him to act as Superintendent of the District; 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.

D. STUDENT PERFORMANCE AND ACADEMIC IMPROVEMENT GOALS

The Superintendent acknowledges that pursuant to Section 10-23.8 of *The School Code*, 105 ILCS 5/10-23.8, this multi-year contract is subject to performance-based criteria. As a part of the annual evaluation, the parties shall meet to review the Superintendent's progress toward the goals and criteria contained herein.

The Superintendent shall strive to improve student performance and promote academic improvement in the District by the following methods, including but not limited to:

- a. Providing leadership to ensure that each school has effective rules and regulations regarding student conduct;
- b. Providing leadership to ensure that school lunch programs, district transportation, and health services are provided consistent with state and federal laws and Board policies;
- c. Involving the staff and community in studying and developing curriculum improvement;
- d. Directing the evaluation of textbooks and other instructional materials on a regular and systematic basis to ensure that all material is up to date and appropriate;
- e. Continuing to make recommendations designed to align the district curriculum to the Illinois State Standards or standards measured by statewide tests as required by ISBE, state and federal law;
- f. Reporting to the Board periodically on student achievement. Review effectiveness of all curricula as measured by the Illinois State Standards and student achievement on standardized or required state/local/national assessments. The Superintendent shall report his findings to the Board annually;
- g. Develop a multi-year capital and facilities improvement plan to implement the recommendations of the Facility Planning Committee drawing upon the expertise of the District 116 staff, board of education members, and the community. This includes potential redistricting of K-5 school attendance zones, and improving instructional facilities for the early childhood education program;
- h. Continue to engage the larger community, promoting District 116, identifying and creating opportunities for volunteerism and funding partnerships with the private sector, and increasing the number of dual-credit programs with other educational institutions in the area;
- i. Continue to support and expand professional development program with focus on programs such as Response to Intervention and technology;
- j. Utilize the technology investments the District has made to improve the teaching and learning environments. Modernize the District's financial and human resources administrative software; and
- k. Invite the District 116 staff, board of education members, and the community to participate in developing a three to five year strategic plan for the District.

The Board and Superintendent will review and assess the Superintendent's overall performance based upon the student performance and academic improvement goals set-forth above and any other objectives established by the Board. The superintendent's performance in accomplishing these goals will be evaluated in relation to the Board's ability to provide adequate funding. This contract may be extended at the end of any contract year by mutual agreement if all of the student performance and academic improvement goals set-forth above are met.

E. TERMINATION

1. This employment contract may be terminated by:
  - a. Mutual agreement in writing;
  - b. Permanent disability;
  - c. Discharge for cause;
  - d. Death;
2. The Board may terminate this contract for reasons of permanent disability or incapacity at any time after the Superintendent has exhausted his sick leave pursuant to Illinois law and the terms of this contract, and has been absent from his employment for a continuous period of three (3) months or presents to the Board 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 that 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, either 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, who is 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. This report shall only be viewed by the Board, or anyone authorized by the Board. The contents of this written report shall at all times remain confidential and shall only be disclosed as required by law.
3. Throughout the term of this Agreement, the Superintendent shall be subject to discharge for cause, provided, however, that the Board shall not arbitrarily or capriciously call for his dismissal. The reasons for discharge 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, he shall bear any costs therein involved. The Board hearing shall be conducted in executive session. Any 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 for in this Agreement.

F. EVALUATION

The Board shall annually evaluate the Superintendent's performance, his working relationship with the Board, his rapport with staff and students and his understanding of educational and financial issues. By March 1<sup>st</sup> of each year, the Superintendent's performance shall be appraised by the Board and a written evaluation of that performance given to the Superintendent. After such evaluation, the parties shall schedule a meeting in closed session to review the evaluation and determine, if necessary, the terms and conditions of the continued future employment of the Superintendent. The Superintendent shall each year notify the Board thirty (30) calendar days in advance that the annual performance review and evaluation is scheduled to occur.

G. REAPPOINTMENT

Between January 1 and January 31 of the year in which this contract expires, the Superintendent shall notify the Board in writing that the contract is due to expire at the end of the contract year. If such notice is properly given, the Board shall notify the Superintendent whether it wishes to extend the contract. Failure of the Board to notify the Superintendent by March 1 of the last year of the contract whether or not it wishes to extend the contract shall extend this contract for one additional year at the same compensation rate as the last year of the contract. Except, the Board shall not be required to provide this notice by March 1 if the Superintendent fails to notify the Board in writing of its obligations under this section between January 1 and January 31 as described herein.

H. NOTICE

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.

I. MISCELLANEOUS

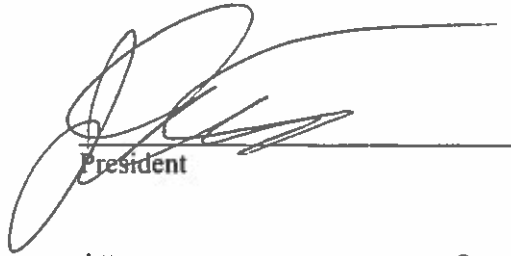
1. This contract has been executed in the State of Illinois and shall be governed in accordance with the laws of the State of Illinois in every respect.
2. Paragraph headings and numbers have been inserted for the convenience of reference only; should there be any conflict between any such headings or numbers and the text of this contract, the text shall control.
3. This contract may be executed in one or more counterparts each of which shall be considered an original, and all which taken together shall be considered one and the same instrument.
4. This contract contains all the terms agreed upon by the parties with respect to the subject matter of this contract and supersedes all prior contracts, arrangements and communications between the parties concerning such subject matter, whether oral or written. No modification or amendment of this contract shall be valid or binding on the parties unless it is in writing and executed by the Board and Superintendent.
5. If a court having jurisdiction issues a final decision declaring any provision of this Agreement to be unlawful or unenforceable, all other provisions of this Agreement shall remain in full force and effect.
6. This contract shall become effective as of the date the last of the parties executes this contract, as set-forth below.

IN WITNESS WHEREOF, the parties have executed this Contract this 16<sup>th</sup> day of June, 2015.


**BOARD OF EDUCATION  
URBANA SCHOOL DISTRICT NO. 116  
COUNTY OF CHAMPAIGN  
STATE OF ILLINOIS**

**SUPERINTENDENT**

  
\_\_\_\_\_  
Dr. Donald Owen

  
\_\_\_\_\_  
President

Attest:

  
\_\_\_\_\_  
Secretary



**RESOLUTION AUTHORIZING EMPLOYMENT OF SUPERINTENDENT**

**WHEREAS**, the Board of Education has determined to continue to employ the individual named herein as superintendent on a multiple year basis effective July 1, 2015 through June 30, 2019 pursuant to Section 5/10-23.8 of *The School Code*;

**WHEREAS**, this contract extension is entered into by the Board of Education after finding that the individual named herein as superintendent has satisfied all current student performance and academic improvement goals.

**NOW, THEREFORE**, Be It Resolved by the Board of Urbana School District No. 116, County of Champaign, State of Illinois, as follows:

**Section 1:** The Board of Education shall employ Dr. Donald Owen as Superintendent of Schools for a four (4) year period effective July 1, 2015 through June 30, 2019, subject to the terms and provisions of a written contract of employment as set-forth in the Exhibit attached hereto.

**Section 2:** The President and Secretary of the Board of Education are hereby authorized and directed to execute on behalf of the Board a written contract of employment designating Dr. Donald Owen as Superintendent, subject to the terms and provisions as set-forth in the Exhibit attached hereto.

**Section 3:** This Resolution shall be in full force and effect forthwith upon its passage.


**ADOPTED** this 16th day of June, 2015, by the following vote:

AYES: 6

NAYS: 0

ABSENT: 1

ATTEST:

  
Secretary, Board of Education

  
President, Board of Education