

PERFORMANCE BASED SUPERINTENDENT'S CONTRACT
(June 1, 2018 through June 30, 2022)

THIS AGREEMENT is made by and between the Board of Education (the "Board") of Plainfield Community Consolidated School District Number 202, Will and Kendall Counties, Illinois (the "School District") and Dr. Lane Abrell (the "Superintendent" or "Dr. Abrell").

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.

In consideration of the mutual promises herein contained, the Board and the Superintendent agree as follows:

1. **EMPLOYMENT.** In accordance with the provisions of Sections 10-23.8 of the School Code of Illinois (105 ILCS 5/10-23.8), Dr. Abrell is hereby employed as the School District's Superintendent under this multi-year performance-based contract for the period beginning June 1, 2018, and extending through June 30, 2022. The contract year under this contract is July 1 through the immediately following June 30, except for the period from June 1, 2018, through June 30, 2018, during which all salary and benefits shall be prorated.

This is a performance-based contract, the goals of which are set forth in the attached Exhibit

A. Achievement of the goals will enhance student performance and achieve academic improvement.

Each contract year, the Board shall, as part of the annual evaluation of the Superintendent's performance, determine the degree of progress made by him toward achievement of the goals. At

the request of the Superintendent and/or the Board and as the business of the Board permits, the Board and the Superintendent will also have the option each contract year of conducting an informal interim review of the Superintendent's performance, including progress toward achievement of the goals. If the Board determines, as part of the annual evaluation that the goals have been achieved and student academic performance improved, the Board may, in its sole discretion, consider and approve an extension or rollover of this contract, although nothing prevents the entry into a new contract or terminating this contract, at the end of the term of this contract.

The Board and the Superintendent recognize that achievement of the goals and improvement of student academic performance is dependent on continued Board support of the goals and the provision of adequate financial support within available resources. The Board and the Superintendent also recognize that circumstances beyond the control of the Board and/or the Superintendent may prevent attainment, or require modification, of any of the goals. In such circumstances or where the Board is unwilling or unable to support the goals, either financially or in principle, the Board, in consultation with the Superintendent, may modify or delete any of the goals as appropriate. The addition or revision of performance goals shall be in implementation of this contract and shall not constitute or require an amendment to this contract.

2. **DUTIES**. The duties of the Superintendent shall be those duties prescribed by the laws and regulations of the State of Illinois and by the policies, regulations and directions of the Board, all of the foregoing as may be amended or modified from time to time, and as are reasonably incidental to the position of Superintendent.

3. **EVALUATION**. Provided the Superintendent notifies the Board during the month of January of each contract year of the Board's evaluation obligations, the Board shall thereafter,

at such time as the business of the Board reasonably permits, meet with the Superintendent to review the Superintendent's performance, including the progress toward achievement of the performance goals as provided in paragraph 1 of this contract, assess the working relationship of the Superintendent with the Board, the faculty, the staff, students and the community and consider a salary increase and benefit adjustments for subsequent years. The Board shall make a good faith effort to begin the evaluation process by May 1 each contract year and complete the process by June 30 of the same contract year; provided, however, in the last year of this contract, the Superintendent shall notify the Board by October 1 and the Board shall complete the process by February 1.

The Board may terminate or non-renew this contract even if the evaluation requirements of this contract have not been satisfied.

4. **SALARY AND BENEFIT INCREASES, DECREASES AND MODIFICATIONS.** The Superintendent shall be provided the benefits set forth in the document entitled "Certified Administrator Benefit Plan," incorporated herein, approved by the Board on April 9, 2018. To the extent the terms of this contract conflict with those in the Certified Administrator Benefit Plan, the terms of this contract shall control. The Board may not unilaterally reduce the Superintendent's annual salary below the annual salary for the immediately preceding contract year. Without entering into a new contract or modifying the term of this contract, the Board reserves the right, in its discretion, to: 1) increase the annual salary and other compensation and benefit items; and 2) modify or decrease, effective at the beginning of any contract year or benefit plan year, those items of compensation or benefits that are linked in this contract to the compensation or benefits of another group, such as 12-month administrators, teachers or certified central office administrators. Any such modification or decrease shall be made for the

Superintendent on the same basis as made for the group to which the compensation or benefits are linked in this contract.

The Board's action to increase or otherwise change the Superintendent's salary or benefits under this paragraph shall be in implementation of this provision of this contract and shall not constitute or require an amendment to this contract.

5. **SALARY**. The Board, as compensation for the duties set forth in this contract, will pay the Superintendent an annual salary as follows subject to the conditions noted in paragraph 5(g):

a. TWO HUNDRED FOURTEEN THOUSAND THREE HUNDRED FORTY EIGHT AND NO/100 (\$214,348.00) DOLLARS for the 2017-2018 contract year (prorated for the period June 1, 2018, through June 30, 2018).

b. For the 2018-2019 contract year, an increase of 4% over creditable earnings from the 2017-2018 contract year.

c. For the 2019-2020 contract year, an increase of 6% over creditable earnings from the 2018-2019 contract year.

d. For the 2020-2021 contract year, an increase of 6% over creditable earnings from the 2019-2020 contract year.

e. For the 2021-2022 contract year, an increase of 6% over creditable earnings from the 2020-2021 contract year.

f. The annual salary shall be payable in equal installments in the same manner as the salaries of other certified central office administrators in the School District are paid.

g. Under no circumstances may the Superintendent receive a creditable earnings increase of more than six percent (6%) over his prior year's creditable earnings.

If the law or regulations change during the terms of this contract to decrease the TRS limitation below 6%, and the statute does not provide any grandfathering provisions under which this contract would qualify, the maximum increase under this program will be reduced to ensure the Board of Education does not receive a penalty as a result of the salary increases provided herein.

6. **BENEFITS**

A. **TRS and THIS Contribution.** In addition to the salary stated in paragraph 5 above, the Board shall pick up and pay on the Superintendent's behalf, the Superintendent's entire contribution to the Illinois Teachers' Retirement System (TRS) as required by Section 16-152.1 of the Illinois Pension Code at the contribution rate established by law as of the effective date of this contract for Tier I participants in TRS (9.0% rate plus the required TRS factor for a total rate of 9.98901%). Any required contribution in excess of such rate shall be picked up by the Board as a deduction from the Superintendent's compensation. The Board shall also pick up and pay on the Superintendent's behalf, the Superintendent's entire contribution to the Illinois Teachers' Health Insurance Security Fund (THIS) at the contribution rate established by law for the applicable contract year. Although designated by law as employee contributions, the amounts herein required to be picked up by the Board shall be paid by the Board in lieu of contributions by the Superintendent.

It is the intention of the parties to qualify all such payments picked up and paid by the Board on the Superintendent's behalf as employer payments pursuant to Section 414(h) of the Internal Revenue Code of 1986, as amended. The Superintendent shall not have the option of choosing to receive directly the amounts contributed to TRS by the Board on the

Superintendent's behalf, nor any right or claim to the contributions to TRS except as such may subsequently become available pursuant to the provisions of the Pension Code and TRS rules and regulations. However, if legislation is enacted that limits the Board's ability to perform its obligations under this paragraph, 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 and THIS contribution equals the Board's total cost before enactment of such legislation. The Board's and Superintendent's implementation herein shall be in implementation of this provision of this contract and shall not constitute or require an amendment to this contract.

B. **Sick, Personal and Other Leave.** Each contract year, the Superintendent shall be entitled to the same number of sick leave days as provided to certified central office administrators, the unused number of which, when combined with any unused sick leave from previous contract years, shall be cumulative to the maximum allowable for certified central office administrators.

The Superintendent shall also be provided with personal and other leave on the same basis as is provided to other certified central office administrators.

C. **Disability.** Should the Superintendent become physically or mentally disabled from performing any substantial duty permanently or for a period of ninety (90) calendar days after the exhaustion of sick, personal and vacation leave days in any 180 calendar-day period, the Board may, at its option, terminate the Superintendent's employment upon thirty (30) days' written notice to the Superintendent and the opportunity for a hearing before the Board on the issues of disability and performance. Upon termination for this reason, the Board shall pay the Superintendent for any accumulated

but unused sick leave, up to a maximum amount of TWENTY THOUSAND AND NO/100 (\$20,000.00) DOLLARS, and, if permitted by the District's health and life insurance program, continue such insurance at its expense for a period of ninety (90) days after termination. This ninety-day period shall be included in the calculation of the time period available for continuation coverage (commonly referred to as COBRA coverage) under the Internal Revenue Code of 1986.

D. **Vacation.** The Superintendent shall receive twenty-five (25) working days of vacation each contract year at full pay, in addition to school holidays. The Board President, or Vice President in the absence of the President, shall be advised in advance of all vacations, and prior approval of the Board President, or Vice President in the absence of the President, is required for all vacations which are more than three (3) consecutive working days in length. Up to ten (10) days of vacation from each of the 2018-2019, 2019-2020, and 2020-2021 contract years may be carried over to be used by no later than October 1 of the immediate subsequent contract year; provided, however, all vacation must be used before June 30, 2022, or be forfeited by the Superintendent. Otherwise all vacation must be taken in the contract year earned, and thereafter shall not be carried over, taken, compensated, or considered as accumulated without the approval of the Board. Should this contract be terminated effective during its term for any reason or in any manner whatsoever, the Superintendent shall be paid for all earned and accumulated but unused vacation days from the contract year in which termination takes place at the then current per diem rate of salary. Payment shall be made within thirty (30) days after the later of the Superintendent's last day of work or the Superintendent's last regular paycheck.

E. **Deferred Compensation.** The Superintendent may elect that a portion of the salary set forth in paragraph 5 above be paid into a tax sheltered annuity pursuant to the Board's Section 403(b) Plan. The cost of the contribution to the annuity or plan shall be deducted from the Superintendent's annual compensation and shall not require an expenditure of funds by the Board above the amount paid to the Superintendent in the form of salary.

In addition to the salary set forth in paragraph 5 above, and in accordance with and subject to any limitations under the applicable provisions of the Internal Revenue Code, the Board shall make, for the benefit of the Superintendent, a non-elective contribution to a qualified tuition plan established under Section 529 of the Internal Revenue Code in the amount of THIRTY THOUSAND DOLLARS (\$30,000.00) on June 30, 2021 and FOURTY THOUSAND (\$40,000.00) DOLLARS on June 30, 2022. Such contributions are further subject to the condition noted in paragraph 12(D) below.

F. **Professional Memberships, Expenses and Periodicals.** Membership fees in Board approved community service organizations, the Illinois Association of School Administrators, the American Association of School Administrators as well as other organizations and associations to which the Superintendent is expected to belong, shall be paid by the Board, to the extent provided for in the Board's annual budget.

The Superintendent shall be expected to attend appropriate professional meetings at the local, state and national levels. To the extent provided in the Board's annual budget or as otherwise approved in advance by the Board, the reasonable and necessary costs of attendance shall be paid by the Board.

The Board shall pay, or reimburse the Superintendent for, reasonable expenses approved by the Board and incurred by the Superintendent in the continuing performance of the Superintendent's duties.

The Board shall provide the Superintendent with professional periodicals to the extent provided in the Board's annual budget.

The Superintendent shall inform the Board in writing each contract year of professional memberships, conferences attended, and professional periodicals purchased at the Board's expense.

G. **Life Insurance.** The Board shall provide, at its cost, the Superintendent with term life insurance coverage in the amount of TWO HUNDRED THOUSAND AND NO/100 (\$200,000.00) DOLLARS, provided the Superintendent meets the ordinary qualification requirements of the Board's insurer. At the Board's discretion, the insurance may be group term insurance generally provided to the Board's certified central office administrators, except that the amount shall not be less than the amount set forth above.

H. **Health and Dental Insurance.** The Board shall provide for the Superintendent and members of the Superintendent's immediate family the health and dental benefit program, as may be amended from time to time, during the term of this contract, in accordance with the basic benefit program provided by the District for its certified central office administrators. The Superintendent shall pay the employee share of the health and dental premiums and, alternatively, shall have the option not to participate in the health and dental program, on the same basis as provided for the District's certified central office administrators.

I. **Medical Examination.** The Superintendent shall submit to a comprehensive health examination by January 15 of each contract year. The examination shall be performed by doctor(s) approved by the Board. Such health examination shall include tests deemed necessary by the doctor or required by the Board. The cost of such health examination in excess of the cost covered by the Board's health benefit program shall be borne by the Board up to a maximum amount of SEVEN HUNDRED AND NO/100 (\$700.00) DOLLARS or such greater amount as is necessary to meet the cost of the examination required by the Board. A report as to the Superintendent's health, in a form satisfactory to the Board, shall be presented to the Board, filed separately from the Superintendent's personnel file, and treated as confidential information by the Board. The Superintendent shall further submit to, and furnish the Board with reports of, such health examinations as the Board may from time to time require at its expense.

J. **Automobile/Travel Expenses.** The Board shall provide the Superintendent with an automobile expense reimbursement stipend of FOUR HUNDRED AND NO/100 (\$400.00) DOLLARS per month for travel within the School District and the Chicago metropolitan area in lieu of reimbursement on a mileage basis for such travel. Business use of the Superintendent's automobiles outside of this area shall be reimbursed on the same basis as for central office administrators. The stipend shall be reported as income to the extent required by law. The Superintendent shall provide the automobiles used in the performance of the Superintendent's duties and insure them with an insurer and in amounts and coverages reasonably satisfactory to the Board. In addition to the automobile reimbursement stipend, the Board shall reimburse the Superintendent for other

transportation costs on the same basis as for other central office administrators and within the constraints established by the annual budget of the Board.

7. **LICENSURE**. The Superintendent shall furnish to the Board, before beginning employment under this contract, a valid and appropriate license to act as Superintendent of Schools. Such license shall be maintained at all times during the term of this contract.

8. **OUTSIDE ACTIVITIES**. The Superintendent shall confine professional and employment activities to the business of the School District, except as provided in this paragraph or as otherwise approved by the Board. On an occasional, short-term basis approved by the Board's President, the Superintendent shall be permitted to undertake writing, teaching and speaking engagements. Any outside activities undertaken by the Superintendent for compensation must be accomplished on the Superintendent's vacation days, holidays or other non-duty days. The Board's President shall be notified of the nature of the outside activities, which shall not interfere with the performance of the Superintendent's duties.

9. **RESIDENCY IN DISTRICT 202**. The Superintendent shall reside in sufficient proximity to the School District to be an active participant in school and community activities, but in any event no more than 15 miles from the central administrative office, unless otherwise approved by the Board.

10. **TENURE**. By accepting this contract, the Superintendent waives any rights to acquire tenure in the School District under Sections 24-11 through 24-16 of the Illinois School Code, as may be amended from time to time.

11. **BACKGROUND INVESTIGATION**. This contract is contingent on completion from time to time as designated by the Board of the background investigation required of all public school employees by Section 10-21.9 of the School Code of Illinois and of any other background

investigation required by law, such as a DCFS, or equivalent, pending investigation or indicated finding check. If the investigation discloses information which would prohibit employment or call into question the Superintendent's fitness to serve the School District as the role model required by Section 27-12 of the School Code, the Board may, in its sole discretion, terminate this contract on ten (10) days' written notice to the Superintendent.

12. **TERMINATION**

A. **Termination for Cause During the Term of the Contract.** In the event the Board intends to terminate this contract for cause before its expiration, the Board or its designee shall give the Superintendent written notice of such intention, together with a statement of the reasons for termination. Within five (5) days after receipt of such notice, the Superintendent may request in writing a hearing before the Board, which shall be in closed session. If no hearing is timely requested, the termination shall become effective on the date specified in the Board's notice. Pending any hearing, the Board may suspend the Superintendent with or without pay. At the conclusion of any hearing, the Board shall determine whether to terminate this contract and the Superintendent's employment.

B. **Non-Renewal.** The Superintendent hereby resigns as an administrator and employee of the Board effective at the close of the day on June 30, 2022, and thereafter intends to retire, through TRS. The Board accepts such resignation and retirement. Therefore, no further notice of non-renewal is required by either the Board or the Superintendent.

C. **Unilateral Termination by Board of Education.** The Board may, at its option, and by a minimum of ninety (90) days' notice to the Superintendent, unilaterally terminate this contract during its term without cause effective no earlier than the close of

the second contract year. In the event of such termination, the Board shall pay to the Superintendent, as severance pay, all of the aggregate salary the Superintendent would have earned under paragraph 5 of this contract from the actual date of termination to the termination date set forth in this contract. Additionally, the Board shall provide and pay for health insurance as provided herein for the Superintendent and eligible dependents from the actual date of termination to the termination date set forth in this contract or, if earlier, the Superintendent obtaining employment through which family health insurance coverage is available and to which the employer makes a contribution toward the premium cost.

D. Unilateral Termination by the Superintendent. The Superintendent may, at the Superintendent's option, unilaterally terminate this contract during its term subject to the notice and payment requirements below. In the event of unilateral termination, the Superintendent waives his right to any salary or benefits provided for under this Contract as of the effective date of the termination. In the event of unilateral termination with at least one-hundred-eighty (180) days' notice to the Board and an effective date at the end of the school year, the Superintendent shall forfeit his right to any contributions set forth in paragraph 6(E) above that have not yet been made by the Board.

In the event of unilateral termination with less than one-hundred-eighty (180) days' notice or an effective date not at the end of the school year, the Superintendent shall forfeit his right to any contributions set forth in paragraph 6(E) above that have not yet been made by the Board and shall pay to the Board, as liquidated damages, TWENTY FIVE THOUSAND AND NO/100 (\$25,000.00) DOLLARS, which relates to much of the aggregate costs to the Board of the search to obtain the Superintendent's successor and any interim replacement. The payment of liquidated damages by the Superintendent under this

paragraph shall be the Board's exclusive remedy for any claims of breach of this contract due to the Superintendent's unilateral termination. However, this paragraph does not apply in the event that the parties mutually agree to end this contract or to termination for disability which qualifies the Superintendent for disability benefits from TRS.

13. **MISCELLANEOUS**

A. **Notice.** Any notice or communication permitted or required under this contract shall be made in writing and shall become effective on the day of service thereof by personal service or by first class mail, registered or certified, return receipt requested, postage prepaid, sent to the parties at their respective addresses listed below, or at such other addresses as the parties may from time to time advise in writing. Service by mail, as provided above, shall be deemed made upon deposit in the mail.

If to the Board:

President, Board of Education
Plainfield Community Consolidated School District 202
15732 Howard Street
Plainfield, Illinois 60544

With a copy to:

President, Board of Education
Plainfield Community Consolidated School District 202
[at his or her last known home address]

If to the Superintendent:

Dr. Lane Abrell
Superintendent
Plainfield Community Consolidated School District 202
15732 Howard Street
Plainfield, Illinois 60544

With a copy to:

Dr. Lane Abrell
[at his last known home address]

B. This contract has been executed in Illinois, and shall be governed in accordance with the laws of the State of Illinois in every respect.

C. Paragraph headings and numbers have been inserted for convenience of reference only, and if there shall be any conflict between any such headings or numbers and the text of this contract, the text shall control.

D. 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.


E. If any provision of this contract is subsequently declared by the proper legislative or judicial authority to be unlawful or unenforceable, all other provisions of the contract shall remain in full force and effect.

F. This contract contains all the terms and benefits 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 for modifications provided for in this contract, 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.

G. This contract shall become effective and be deemed dated as of the Board of Education as set forth below.

BOARD OF EDUCATION
PLAINFIELD COMMUNITY
CONSOLIDATED SCHOOL DISTRICT 202,
Will and Kendall Counties, Illinois

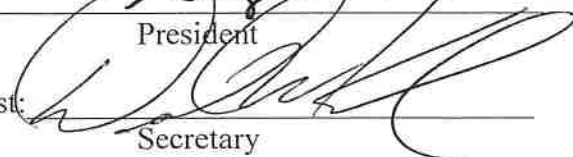
SUPERINTENDENT

By: 

President



Dr. Lane Abrell

Attest: 

Secretary

Dated: June 3, 2018

Dated: 06/03/18

EXHIBIT A
TO THE JUNE 1, 2018 THROUGH JUNE 30, 2022
PERFORMANCE-BASED SUPERINTENDENT'S CONTRACT BETWEEN THE
BOARD OF EDUCATION OF
PLAINFIELD COMMUNITY CONSOLIDATED SCHOOL DISTRICT 202
AND DR. LANE ABRELL

SUPERINTENDENT GOALS

The parties agree the following goals are linked to student performance and academic improvement of the schools within the District:

1. Student Achievement and Growth/Academic Indicators

*By June 30 of each year, a thorough analysis and presentation to the public and Board of Education on the academic performance of students enrolled in District 202. This presentation will be followed-up with instructional or curricular recommendations based on student need and performance.

*By June 30, 2022, increase the use of technology and digital age instruction through a complete technology plan. The end goal being not only 1:1 use of technology (be it through each classroom having sets of laptops or each student having possession of a laptop) but, staff that are trained in the use of such technology.

2. Finance and Facilities

*By June 30 of each year, the District will earn the School Financial Profile designation or score of "Review" or "Recognition" as determined by ISBE.

*By June 30, 2022 (or sooner if financially feasible), implementation of full-day kindergarten for all eligible District 202 students.

3. Student and Community Focus/Community Relations/Culture & Climate

*By June 30 of 2020 and 2022 (if not sooner) a thorough analysis of school and community climate data with follow up recommendations presented to the Board of Education. Methods for gathering data may include use of the "5 Essentials" survey or District 202 initiated and composed surveys.

4. Staff Relations, Staff Development, and Professional Growth

*Attract, recruit, and retain highly qualified staff.

*Continue and revise the plan of professional growth of staff by pursuing innovative and data driven opportunities

