

# COLONA GRADE SCHOOL

## Administration

Mr. Kyle Ganson  
Superintendent  
Phone (309) 792-1339  
Fax (309) 792-2249

Laure Brasche  
Principal  
Phone (309) 792-1232  
Fax (309) 792-2249

Nurse's Aide (309) 792-0450



DISTRICT 190  
COLONA, ILLINOIS 61241  
Website: [www.csd190.com](http://www.csd190.com)

## Board of Education

James Legare- Pres  
Jennifer Webster -VP  
Lindsey Tenckey - Sec  
Dennis Teichman  
Julie Wirtenauer  
Ray Kutziman  
Julie Woods

## SUPERINTENDENT'S CONTRACT

THIS CONTRACT made this December 13<sup>th</sup> 2012 by and between the Board of Education, Colona School District, Colona, Illinois (the Board), and Kyle Ganson (Superintendent), ratified by a motion adopted at the regular meeting of the Board held on December 13<sup>th</sup>, 2012 and as found in the minutes of the meeting.

### IT IS AGREED:

#### Employment

The Superintendent is hereby employed for three years commencing on July 1, 2013 and terminating on June 30, 2016 as Superintendent in and for Colona School District, Colona, Illinois.

#### Work Year

Superintendent's work year shall include work days Monday through Friday, twelve (12) months per each year of the contract except as otherwise provided herein and except that Superintendent's employment shall not require him to work on school holidays, and on national holidays during the summer months when school is not in session.

#### Duties

The duties and responsibilities of the Superintendent in and for this District shall be all those duties incident to the office of Superintendent, those obligations imposed by the law of the State of Illinois upon Superintendents, and such other duties germane to the Superintendency as from time to time may be assigned to the Superintendent by the Board.

## **Salary**

The Superintendent's salary for the 2013-2014 school year shall be \$126,000. The Superintendent's salary for the 2014-2015 school year shall be \$129,000. Each subsequent contract year of this contract, the Board shall increase the superintendent's total Illinois Teacher Retirement System ("TRS") creditable earnings by 3 percent (3%) over the previous contract year's total reported TRS creditable earnings. The superintendent's annual salary shall be adjusted in June of each contract year to guarantee that the total TRS creditable earnings for each contract year equal and not exceed a six percent (6%) increase from the previous contract year's total reported TRS creditable earnings, unless changes in TRS legislation allow a larger increase without penalty. The superintendent's total earnings shall be reviewed by the superintendent and the board no later than June 15<sup>th</sup> of each contract year to verify that the Superintendent's total increased TRS creditable earnings each year do not exceed a six percent (6%) increase.

## **Pension**

In addition to the above-stipulated base salary, the Board shall provide for the Superintendent, full Teachers' Retirement System and Teacher's Health Insurance Fund Contributions. 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 Teachers' Health Insurance Fund. Both parties acknowledge that the Superintendent did not have the option of choosing to receive the contributed amount directly, instead of having such contributions paid by the Board to the Teachers' Retirement System and Teachers' Health Insurance Fund, and further acknowledge that such contributions are made as a condition of employment to secure the Superintendent's future services, knowledge and experience.

## **Pay Dates**

Superintendent's annual salary shall be paid in equal installments in accordance with the policies, rules and regulations of the Board.

## **Salary Adjustments**

The Board retains the right to adjust the annual salary of Superintendent during the term of this Contract, provided any salary adjustment does not reduce the annual salary below 103% of that paid in the previous contract year. Any adjustment in salary made during the life of this Contract shall be in the form of a written amendment and shall become a part of this Contract. It is provided, however that by so doing, it shall not be considered that the Board has entered into a new contract with Superintendent nor that the termination date of this Contract has been in any way extended.

### **Physical Examination**

As a condition of employment, the Superintendent agrees to comply with all health requirements established by law. The Superintendent is required to get an annual physical and to report to the Board President. The Superintendent will be reimbursed up to \$300.00 for an annual physical.

### **Certificate**

Superintendent shall furnish to the Board a valid and appropriate certificate evidencing his qualifications to act as Superintendent upon the completion of required course work, in accordance with the laws of the State of Illinois and as directed by the Board. Superintendent must maintain his certification throughout the life of the contract.

### **Other Work**

With the prior approval of the Board, Superintendent may undertake consultative work, speaking engagements, writing, lecturing or other professional duties and obligations unrelated to his duties as Superintendent. The Superintendent may not jeopardize the functioning of the School District by any lengthy and conspicuous absence for such activities.

### **Professional Activities**

Superintendent shall be encouraged to attend appropriate professional meetings at the local, state and national levels. Such costs of attendance shall be paid by the Board pursuant to its policies, rules and regulations.

### **Vacation**

Superintendent shall receive twenty (20) calendar days of vacation annually which shall vest on July 1 of each year of this Contract beginning with the first such vesting on July 1, 2013 to be used during the months of his employment and which shall be exclusive of legal and school year holidays. Vacation days shall be taken within twelve (12) months of the beginning of the year in which it is earned. Up to five (5) days of unused vacation shall be converted to sick leave if not used within twelve (12) months of vesting. However, upon the end of this contract, any remaining accumulated vacation days shall be paid pursuant to the Illinois *Wage Payment and Collection Act*, however, such payment shall be made after the superintendent's final workday and after receipt of the superintendent's final paycheck for regular earnings. Superintendent shall be allowed to take vacation days during the school year; the Board President's approval shall be required for superintendent to take more than two (2) consecutive vacation days during the school year.

### **Sick Leave**

The superintendent shall be entitled to receive fifteen (15) days of sick leave annually.

### **Personal Leave**

Superintendent shall be entitled to three (3) days of personal leave annually which shall vest on July 1 of each year of this Contract beginning with the first such vesting on July 1, 2013. Unused personal leave shall not accumulate but shall be converted to sick leave if not used by the June 30 following its vesting.

### **Health Insurance**

The Board shall pay 90% of the single coverage and 70% of the Superintendent and spouse and 70% of the Superintendent and family medical insurance. Upon retirement, the Board shall provide Board payment to the Teachers' Health Insurance System on behalf of the Superintendent and Superintendent's spouse for 70% of the amount for the Teachers' Retirement System Health Insurance plan for family PPO plan with no required contribution from the Superintendent until the Superintendent attains age 65 or is otherwise individually Medicare eligible. If the Superintendent dies prior to age 65, the Board shall continue Board payment to the Teachers' Health Insurance System plan for single PPO plan with no contribution from the Superintendent's widow until she reaches age 65 or is otherwise Medicare eligible.

### **Term Life Policy**

The Board shall provide a \$250,000 term life policy renewable annually. The Superintendent shall at all times be the owner of the policy and shall retain the right to designate beneficiaries.

### **Bereavement Leave**

The Superintendent shall be entitled to a maximum of three (3) days per year bereavement leave, exclusive of sick leave and personal leave. Such leave may be used only for the death of the Superintendent's parent, spouse, brother, sister, child, grandparent, grandchild, parent-in-law, children-in-law, brother-in-law, sister-in-law, or legal guardian. One (1) day may be used for anyone other than the

foregoing. Said leave shall be non-cumulative. If the Superintendent uses the maximum three (3) days of bereavement during the year and is in need of additional days during the school year, the Superintendent may request additional days from the Board President. The Board President may grant up to three (3) additional days per year under this provision.

### **Mileage**

The Board shall reimburse Superintendent for vouchered reimbursable mileage expenses incurred by the Superintendent while using Superintendent's personal vehicle for the conduct of approved School District's business. Reimbursement and rate shall be pursuant to the IRS yearly maximums.

### **Membership Dues**

The Board shall pay yearly dues to the Illinois Association of School Administrators, American Association of School Administrators, IASA Blackhawk Division and the Administrator's Round Table of Western Illinois. The Board may approve the payment of membership dues in other civic or fraternal organizations.

### **Re-Appointment**

- a. Annually on or before March 1, the Board and the Superintendent may mutually agree to extend the employment of the Superintendent for a multi-year period of up to five years, provided the Superintendent has met the Goals and Indicators of Student Performance and Academic Improvement as set forth in this Contract. In such event, the Board shall take specific action to discontinue this Contract and enter into a new multi-year Contract of employment.
- b. Notice of intent not to renew a Contract when given by the Board must be in writing, stating the specific reason therefore. Such notice of intent not to renew shall be given no later than March 1 of the contract year in which this Contract expires. Within ten (10) days after receipt of such notice of intent not to renew a Contract, Superintendent may request a closed session hearing. Evidence of the specific reason for non-renewal must be presented by the Board to Superintendent at the hearing. Superintendent shall have the right to present evidence, witnesses and defense of the ground of non-renewal.

## **Student Performance and Academic Improvements**

This agreement is a performance-based contract linked to student performance and academic improvement of the schools within the district. The Superintendent shall strive to meet goals during the term of this agreement. The parties agree the goals and indicators are linked to student performance and academic improvement of the district.

Annually, the Superintendent, with the help of the principal, shall (1) evaluate student performance, which shall include but not be limited to, student performance on standardized tests such as performance on the Illinois State Assessment Tests, completion of the curriculum, attendance, and drop-out rates; (2) review the curriculum and instructional services; and (3) report to the school board on his findings as to (a) student performance and (b) recommendations, if any, for curriculum or instruction 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. The Superintendent must have an annual strategic planning meeting with the Board.

## **Evaluation**

The Board shall evaluate and assess in writing the performance of the Superintendent once a year during the term of the Contract and set the salary increase for the next year. The evaluation shall be performed no later than February 28<sup>th</sup> of each year. The Superintendent's progress towards attainment of the performance goals set forth in this Contract may be assessed. It shall be the duty of the Superintendent during each year of this contract to place his evaluation on the agenda of a December or January Board meeting.

## **Referrals to Superintendent**

The Board collectively and individually, shall refer promptly all criticisms, complaints and suggestions called to their attention to the Superintendent for study and recommendations.

## **Discharged for Just Cause**

Throughout the term of this contract, the Superintendent shall be subject to discharge for just cause; provided, however, the Board shall not arbitrarily or capriciously call for dismissal, and the Superintendent shall have the right to

service of written charges, notice of hearing and a hearing before the Board. If the Superintendent chooses to be accompanied by counsel at such hearing, all such personal expenses shall be paid by the Superintendent. Failure to comply with the terms and conditions of this contract after notification and a reasonable opportunity to correct, where appropriate, shall also be sufficient cause for purpose of discharge as provided in this Contract.

### **Termination of Contract**

This Contract shall be terminated upon (1) a mutual, written agreement between the Board and the Superintendent, or (2) the death of the Superintendent.

### **Notice**

Any notice or communication permitted or required under this Contract shall be in writing and shall become effective on the day of the mailing thereof by registered or certified mail.

### **Applicable Law**

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

### **Duplicate Original Contracts**

This Contract may be executed in one (1) 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.

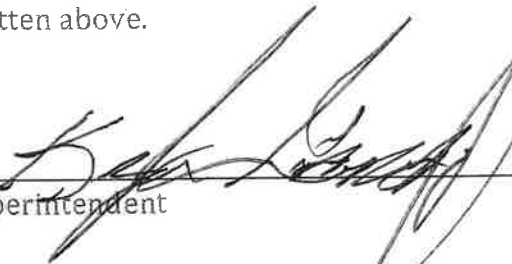
### **Complete Understanding**

This Contract contains all of 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. 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

**Severability**

It is understood and agreed by the parties that if any part, term or provision of this Contract is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remainder of such provision or the remaining provisions of this Contract shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular part, term or provision held to be invalid.

**IN WITNESS WHEREOF**, the parties have caused this Contract to be executed in the respective names and in the case of the Board, by its President, on the day and year written above.

  
\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Date 6/13/13

Board of Education, District #190

  
\_\_\_\_\_  
President, Board of Education

\_\_\_\_\_  
Date 6/13/13

Attest:

  
\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Date 6/13/13



*Closed Session of the Board  
of Education of School Dist. 190  
Henry and Rock Island Counties, IL*

*July 11, 2013  
Colona, IL*

*The regular meeting of the Board of Education was called to order at 6:03 p.m.*

*Motion was made by Dennis Teichman, seconded by Lindsey Trickey to go into Closed Session for the purpose of the appointment, employment, compensation, discipline, performance or dismissal of specific employees of the District or legal counsel for the District, including hearing testimony on a complaint lodged against an employee or against legal counsel for the District to determine its validity. 5 ILCS 120/2 (c) (1)*

*Roll Call Vote: Teichman – aye; Kutzman – aye; Wittenauer – aye; Trickey – aye; Webster – aye; Motion carried, 5 ayes; No nays; 2 absent*

*The Board went into Closed Session at 6:12 p.m.*

*Present: Dennis Teichman, Jennifer Webster, Ray Kutzman, Jim Legare, Lindsey Trickey, Julie Wittenauer*

*Absent: Cindy Seaman, Jim Legare entered meeting at 6:20p.m.*

*Also Present: Kyle Ganson, Laurie Brasche*

*The board discussed and approved a 3.25% salary increase for Alyson Kinney; Bookkeeper, Ignazia Bull; Secretary and Christine Winters; Superintendent Secretary. Principal Laurie Brasche's employment contract increased to \$85,000 for the 2013-2014 school year and \$90,000 for the 2014-2015 school years.*

*Motion was made by Dennis Teichman, seconded by Ray Kutzman, to return to open session.*

*Roll Call Vote: Teichman – aye; Legare – aye; Kutzman – aye; Trickey – aye; Webster – aye; Wittenauer – aye; Motion carried, 6 ayes; No nays; 1 absent*

*The Board returned to open session at 7:12 p.m.*

  
\_\_\_\_\_  
PRESIDENT OF THE BOARD

  
\_\_\_\_\_  
SECRETARY OF THE BOARD

  
\_\_\_\_\_  
DATE