INTERIM DIRECTOR OF CURRICULUM EC-8 EMPLOYMENT CONTRACT (2025-2028)

THIS AGREEMENT is made on June 9, 2025, between DR. KIM PAULUS ("Paulus") and the BOARD OF EDUCATION OF CENTRAL COMMUNITY UNIT SCHOOL DISTRICT NO. 301, KANE AND DEKALB COUNTIES, ILLINOIS, ("the Board") (collectively, "the parties").

A. EMPLOYMENT AND COMPENSATION

1. Salary and Term of Employment. The Board employs Paulus for a multi-year period of three (3) years, commencing on July 1, 2025, and terminating on June 30, 2028. For the 2025-2026 contract year, Paulus will be paid a base salary of \$146,653.00. For the 2026-2027 contract year, Paulus will be paid a base salary of \$155,452.18. For the 2027-2028 contract year, Paulus will be paid a base salary of \$164,779.31. Pursuant to her prior irrevocable retirement notice, Paulus will resign for the purpose of retirement on June 30, 2028.

"Contract years" under this Contract are from July 1 through the following June 30. Paulus's salary will be payable in equal installments in accordance with the rules of the Board governing payments of other administrative staff members in the District. The Parties acknowledge and agree that this Contract is a performance-based multi-year contract as provided for and defined in Section 10-23.8a of the Illinois *School Code*. Paulus accepts employment upon the terms and conditions set forth in this Contract.

Anything in this Contract to the contrary notwithstanding, total compensation constituting creditable earnings for purposes of the Teachers' Retirement System of Illinois ("TRS") payable to Paulus under this Contract or any policy or practice of the Board in any Contract Year will not exceed the TRS creditable earnings paid to Paulus in the prior Contract Year by more than 6%. Should the terms of this Contract result in a payable amount in excess of a 6% increase in Paulus's TRS creditable earnings in any Contract Year, the Board reserves the right to adjust the annual salary set forth in this Section or other creditable earnings to the extent necessary to eliminate such excess payment. The Board's action to decrease Paulus's salary or other creditable earnings pursuant to this Contract will be in implementation of this provision of this Contract and does not constitute or require an amendment to this Contract.

2. Teachers' Retirement System and Health Insurance Security Fund. In addition to the annual salary stated in Section A.1 and all other creditable earnings within the Contract, the Board will pick up and pay on behalf of Paulus to TRS and the Teacher Health Insurance Security Fund ("THIS") Paulus's required member contributions on creditable earnings to the defined-benefit pension plan and health fund. Paulus has no right or claim to this amount, except as it may become available at the time of retirement or resignation from the TRS and THIS. Paulus does not have the option of choosing to receive the contributed amounts directly, instead of having such contributions paid by the Board to the TRS or THIS and further acknowledge that such contributions are made as a condition of employment to secure Paulus's future services, knowledge, and experience.

3. Creditable Earnings. The Board makes no representations regarding the creditable earnings status of any compensation received by Paulus pursuant to the terms of this Contract. Any and all determinations regarding creditable earnings, creditable service, and related TRS issues will be made by TRS and, where applicable, a court of competent jurisdiction.

B. CONDITIONS OF EMPLOYMENT

1. Professional Educator License. During the term of this Contract, and as a condition of continued employment, Paulus must hold and maintain a valid and properly registered professional educator license issued by the Illinois State Educator Preparation and Licensure Board, with the necessary administrative endorsement(s) qualifying her to act as Paulus in the District. Paulus also must satisfy any other license renewal and training and prequalification requirements necessary to enable her to legally evaluate licensed staff members.

2. Health Examination. Paulus will submit, at Board expense, to a physical or mental examination by a physician licensed in Illinois to practice medicine and surgery in all its branches whenever the Board deems such examination necessary and in accordance with applicable law. Paulus also agrees to comply with all health requirements established by law.

3. Temporary Waiver of Tenure. Paulus acknowledges that, pursuant to the Illinois *School Code*, she waives all rights to tenure in the District during the term of this multi-year Contract but does not lose her previously acquired tenure credit with the District.

4. Periodic Background Re-Checks. The continuation of this Contract is contingent on the Board deeming acceptable the results of checks of the Statewide Sex Offender Database and the Statewide Murderer and Violent Offender Against Youth Database as such re-checks are periodically required by law. *See* 105 ILCS 5/10-21.9. The Board reserves the right to terminate this Contract should any required periodic re-check result in Paulus being deemed by the Board (in accordance with applicable law) unacceptable to work in the District.

5. Employment Representations. Paulus represents that she is not under contract with any other employer, including but not limited to school districts or cooperatives, for any portion of the term covered by this Contract. Paulus further represents that all information provided to the District in the process of application for employment was true and complete. Paulus understands that the Board relied on the information Paulus provided to the District in the application process in making its decision concerning employment and that the Board reserves the right to terminate this Contract if any information Paulus provided to the District during the application process is untrue, inaccurate, or demonstrably incomplete.

C. BENEFITS

1. Mileage and Reimbursement of Business Expenses. The Board will reimburse Paulus during the term of this Contract for necessary automobile travel incurred in connection with Paulus's employment responsibilities that are outside the District at the mileage allowance permitted under the *Internal Revenue Code* and the regulations promulgated thereunder. Paulus will, at least quarterly, provide the Board with proper itemization and substantiation of all allowable reimbursable mileage. The Board also will reimburse Paulus in accordance with District procedures for reasonable expenses incurred in the performance of her duties. Paulus will itemize and substantiate all expenses incurred pursuant to this provision in accordance with the Board's expense reimbursement policy and procedures and the regulations of the *Internal Revenue Code*, as amended.

2. Insurance. The Board will provide Paulus with the following 100% Board paid insurance benefits during the term of this Contract, to the extent she chooses to enroll:

- a. Full-family hospitalization/medical insurance and dental insurance, as provided under any group program effective in the District (vision insurance is at Paulus's sole expense);
- b. Liability insurance, as provided to other administrators under the group plan effective in the District;
- c. Term life insurance, in the amount of \$200,000, subject to the maximum as prescribed by the District's insurance provider and, further, subject to Paulus's eligibility to obtain such coverage under the terms and conditions of the District's group program carrier. The terms of this employment contract will not be considered to be violated if, because of Paulus's physical condition, such life insurance coverage cannot be provided.

If, at any time during the term of this Contract, the Board's payment of insurance premiums or any other stipend or benefit under this Contract is deemed to constitute a discriminatory or otherwise impermissible benefit under law or regulation or other official guidance subjecting the Board or Superintendent to potential penalties, fines, fees, benefit plan failures, or new or increased payments, then the Board may, in its discretion, decrease or modify its payment for such insurance and make a corresponding increase in Paulus's salary or other compensation to offset the diminished cash value, if any, of the change in such insurance premium benefit.

3. Vacation. Paulus is entitled to paid vacation of 20 working days in each contract year, credited to Paulus on July 1 of each contract year. Any vacation time of more than three (3) consecutive school days is subject to mutual agreement by the Board President and Paulus. Vacation must be taken within the 12-month contract year in which it was earned. Without use of vacation days, Paulus also is entitled to pay for all legal holidays as designated on the District calendar. Winter, Spring, and Summer breaks are workdays unless specifically scheduled and deducted from the vacation days listed above. If any earned vacation days must be paid to Paulus upon her resignation/termination and departure from the District, the payment required by law will be made after Paulus's last day of service and after her receipt of her final paycheck for regular earnings and therefore is not intended to be part of Paulus's creditable earnings for that contract year.

4. Sick Leave. Paulus is granted paid sick leave, as defined in Section 24-6 of the *School Code*, of 15 workdays per contract year, which may be accumulated without limit.

5. **Personal Leave.** Paulus also is granted three (3) personal leave days, which may be used for sick leave or other purposes, each contract year. Unused personal days will accrue as sick days in accordance with TRS guidelines.

6. Membership Dues. Memberships in appropriate professional and civic organizations may be reimbursed with prior approval of the Superintendent.

7. **Professional Meetings Attendance.** Paulus is expected to attend appropriate professional meetings at the local and state levels and, subject to Board approval, at the national level. All reasonable expenses actually and necessarily incurred by Paulus will be paid by the Board in accordance with the Board's travel and expense reimbursement policy and procedures and applicable law.

8. Tax-Sheltered Annuities and Custodial Accounts. From the annual salary stated in Section A.1 of this Contract, Paulus may (1) annually defer compensation pursuant to and in accordance with the terms of an eligible deferred-compensation plan as described in Section 457 of the *Internal Revenue Code*, if adopted by the Board, or (2) authorize a salary reduction in order that the Board may purchase a 403(b)-eligible product for Paulus as described in Section 403(b) of the *Internal Revenue Code*, in accordance with the Board's 403(b) Plan if offered and the *Internal Revenue Code*, and provided that Paulus confirms that any deferrals and/or reductions are within *Internal Revenue Code* limitations. Nothing in this Contract limits Paulus's ability to participate in the TRS Supplementary Savings Plan (457 plan) at her own expense.

9. Post-Retirement Administrative Service Benefit. Upon Paulus's retirement from the Board's employment, the Board will provide Paulus a post-retirement administrative service benefit in the form of a non-elective, post-retirement employer contribution to a 403(b)-eligible product (as described in Section 403(b) of the Internal Revenue Code ("Code")), in accordance with the Board's 403(b) Plan, if offered. Paulus has not had and will not have the option to receive cash or any other form of compensation or benefit in lieu of this non-elective, post-retirement contribution, and such contribution will not become due and payable until 60 days have passed following Paulus's receipt of her final paycheck for regular earnings and her last day of service in the District. This contribution is not intended to constitute TRS creditable earnings. The contribution will be \$16,500 for each full year of administrative service in the District. If the total contribution cannot be made in one lump sum within the timeframe set forth above due to contribution limitations set forth under Code Section 403(b) and the regulations promulgated thereunder, the remaining contribution amount will be contributed by the Board in a second lump sum in the next available tax year following Paulus's retirement to the extent permitted by the Code and applicable rules and regulations governing such contributions and the Board's 403(b) Plan. In the event Paulus dies before her retirement, thus preventing the 403(b) contribution(s) described in this paragraph, the Board will make an equivalent lump sum payment to Paulus's estate to the extent it will not be considered creditable earnings by TRS.

D. DUTIES

1. Duties. Paulus will perform all other duties incident to the position of Director of Curriculum EC-8 as set forth in the official job description, as the Superintendent may delegate to her, or as required by law. Paulus is responsible for and deemed to have knowledge of all the policies, rules, and regulations established by the Board and will comply with their requirements. During the term of this Contract, the Board or Superintendent may assign alternate duties to and/or transfer Paulus to another TRS-qualifying position in the District, provided Paulus's term, salary, and benefits afforded under this Contract are not reduced.

2. Extent of Service. Paulus will devote her entire time, attention, and energy to the business of the District and related professional activities. With the permission of the Superintendent, Paulus may attend university courses, seminars, or other professional growth activities; serve as a consultant to another district or educational agency for a short-term duration without loss of salary; and lecture and engage in writing activities and speaking engagements. Paulus may not jeopardize the functioning of the District by any lengthy and conspicuous absence for such professional activities.

3. **Performance Goals and Indicators.** In accordance with the requirements of the Illinois *School Code*, the parties agree that performance goals for Paulus have been established with respect to student performance and academic improvement. Each contract year, the Superintendent will determine the level of attainment of the relevant performance goals using the criteria described in the goals themselves, as well as the Superintendent's own judgment as to whether Paulus has exhibited the leadership, guidance, and effort needed to achieve the goals. The Superintendent will issue his/her determination in writing and present it to Paulus during her evaluation prior to June 30 of each year of employment under this contract. The performance goals and criteria are set forth in Appendix A of this Contract. The Superintendent reserves the right, with input from Paulus, to establish additional annual goals for Paulus that are not intended to be performance goals within the meaning of the *School Code*.

E. RENEWAL AND AMENDMENT OF CONTRACT

1. Non-Renewal. Paulus has submitted her irrevocable retirement notice, effective June 30, 2028. As a result, Paulus waives any right to notice of non-renewal, and this Contract will expire without further notice on June 30, 2028.

2. Amendment. Any salary or other adjustment or modification made during the life of this Contract will be in the form of a written amendment and will become a part of this Contract, but such adjustment or modification is not to be construed as a new contract with Paulus or as an extension of the termination date of this Contract.

F. TERMINATION

- **1. Grounds for Termination.** This Contract may be terminated during its term:
 - a. By mutual agreement, in writing;

- b. Upon Paulus's permanent disability (inability to perform essential job functions with or without accommodation);
- c. Via discharge for cause;
- d. Upon the death of Paulus; or
- e. This being an interim contract, without cause at the discretion of the Superintendent upon 30 days' written notice.

2. Cause. For purposes of Section F.1.c of this Contract, "cause" means any conduct, act, or failure to act by Paulus that is detrimental to the best interests of the District. Reasons for discharge for cause will be given in writing to Paulus, who is entitled to notice and a hearing before the Board to discuss such causes. If Paulus chooses to be accompanied by legal counsel, she will bear any costs involved with this representation. The Board hearing will be conducted in executive session.

3. Effects of Termination. Upon termination of this contract for any reason other than Section F.1.a or F.1.e above, no further compensation or benefits afforded under this Contract will be paid to Paulus or any third party on her behalf, unless otherwise required by law and/or agreement of the parties. This provision does not restrict the right of beneficiaries of Paulus to receive compensation or benefits for which they may be eligible under any District insurance policy or plan provided under the terms of this contract.

If this Contract is terminated pursuant to Section F.1.a or F.1.e above, Paulus will be returned to the position of Instructional Coach and will continue receiving her retirement incentive pay as if she had remained an Instructional Coach (i.e., the same salary amounts listed in Section A.1 of this Contract).

G. EVALUATION

The Superintendent and Paulus agree that they will meet at least annually to discuss and evaluate their working relationship, rapport, and understanding. By June 30 of each contract year, Paulus's performance will be evaluated by the Superintendent and a written evaluation of that performance given to Paulus.

H. MISCELLANEOUS

1. Notice. Any notice required to be given under this Contract is sufficient if it is in writing and sent by mail to the last known residence of Paulus or to the President of the Board at the administrative office of the District, as applicable.

2. Savings Clause. If any portion of this Contract is deemed illegal due to conflict with State or Federal law, the remainder of the Contract will remain in full force and effect; further, this Contract does not constitute any obligation, either written or implied, for re-employment beyond the term set forth herein.

3. Applicable Law. This Contract has been executed in Illinois and is to be governed in accordance with the laws of the State of Illinois in every respect.

4. Headings and Numbers. Section numbers and headings have been inserted for convenience of reference only. If any conflict exists between the headings or numbers and the text of this Contract, the text will control.

5. **Counterparts.** This Contract may be executed in one or more counterparts, each of which is considered an original, and all of which taken together are considered one and the same instrument.

6. Advice of Counsel. Both parties have had the opportunity to seek advice of counsel.

7. Entire 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.

8. Effect of Agreement. This Contract inures to the benefit of and is binding on the Board and its successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Contract upon formal approval by the Board at a duly convened meeting on the date set forth at the beginning of this Contract.

INTERIM DIRECTOR OF CURRICULM EC-8

BOARD OF EDUCATION OF CENTRAL COMMUNITY UNIT SCHOOL DISTRICT NO. 301, KANE AND DEKALB COUNTIES, ILLINOIS

Dr. Kim Paulus

By: _____

President

ATTEST

By: _____

Secretary

APPENDIX A

Section 10-23.8a Performance Goals and Indicators

Annually, Paulus will support the Superintendent in:

- 1. evaluating student performance (including but not limited to student performance in standardized tests), successful completion of the curriculum, and attendance drop-out rates;
- 2. reviewing the curriculum and instructional services; and
- 3. reporting to the school board on her findings as to: (a) student performance; and (b) her recommendations, if any, for curriculum or instructional changes following her evaluation of student performance.

The presentation of the report, in a form satisfactory to the Board, constitutes the achievement of the goals and indicators of student performance and academic improvement as required by Section 10-23.8a of the Illinois *School Code*.

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