

**SUPERINTENDENT'S CONTRACT PURSUANT TO 105 /LCS 5/10-23.8  
Original Contract Extension**

This Agreement is made and entered into on the 19<sup>th</sup> day of November 2024, by and between the **BOARD OF EDUCATION OF LA HARPE COMMUNITY SCHOOL DISTRICT 347**, hereinafter referred to as "the Board", and **Dr. Janet Gladu**, hereinafter referred to as "Superintendent", said contract further adopted at a regular meeting of the Board held on the 19<sup>th</sup> day of November 2024, as memorialized in the minutes of that meeting; and

**WHEREAS**, the Board of Education finds that the performance goals contained in the Superintendent's existing Contract have been met; and

**WHEREAS**, the Board of Education is entering into this Contract pursuant to 105 ILCS 5/10-23.8 which is a performance-based contract;

**WHEREAS**, The Board and Superintendent agree that this Contract replaces any prior or existing contract between the parties; and

**WHEREAS**, the Board and Superintendent agree that a written contract of employment to describe the relationship of the parties is in the best interest of the School District.

**NOW, THEREFORE**, the Board and Superintendent, for the considerations hereinafter specified, agree as follows:

**Term and Duties**

1. **Term of Employment.** The term of the Superintendent's employment shall be as follows subject to the conditions of this Contract:
  - a. On July 1, 2025, the Superintendent shall commence her duties as Superintendent of Schools with full benefits under this Contract which will terminate on June 30, 2030, subject to the terms of this contract. Throughout the term of this Contract, the Board members will promptly inform the Superintendent of any complaints which individual Board members have with the Superintendent's performance or from other persons.
  - b. Nothing herein prevents the Board from dismissing the Superintendent for cause pursuant to the terms and conditions of this Contract, provided, however, the Board shall not arbitrarily or capriciously call for dismissal.
  - c. The parties acknowledge that this Contract is entered into pursuant to 105 ILCS 5/10-23.8 and is a performance-based contract effective July 1, 2025, which is linked to student performance and academic improvement within La Harpe CSD #347. The performance goals and indicators of student performance by which the Board will measure performance are set forth in Paragraph 4 of this Contract. The parties further acknowledge that the Superintendent, in executing this Contract, waives any tenure rights she may or hereafter accrue in La Harpe CSD #347 as provided by law.

**2. Duties and Responsibilities of Superintendent.**

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- a. **Duties.** Superintendent shall have charge of the administration of the schools under the direction of the Board. She shall be the chief executive officer of the District; shall direct and assign teachers and other employees of the schools under her supervision; shall organize, reorganize and arrange the administrative and supervisory staff, including instruction and business affairs, as best serves the District subject to the approval of the Board; shall select all personnel subject to the approval of the Board; shall from time to time suggest regulations, rules and procedures deemed necessary for the well ordering of the school district, and in general perform all duties incident to the office of the Superintendent and such other duties incidental to the office of the Superintendent as may be prescribed by the Board from time to time. The Superintendent shall also have the duties enumerated in 105 ILCS 5/10-21.4, not otherwise herein specified. The Board, individually and collectively, shall promptly refer all criticisms, complaints and suggestions called to its attention to the Superintendent for study and recommendation. The Superintendent or her designee shall attend all Board meetings and shall have the right to attend all Board and citizen committee meetings, serve as an ex officio member of all School Board committees with voice, but without vote and provide administrative recommendations on each item of business considered by each of these groups. The Superintendent shall have no right to attend the executive session portion of any Board meeting if the Board has excused the Superintendent.
  - b. **Certificate.** The Superintendent shall, at all times during the term of this agreement, hold and otherwise furnish and deliver to the Board a valid and appropriate certificate, properly registered as required by law, authorizing her to act as Superintendent of Schools in accordance with the laws of the State of Illinois and as directed by the Board.
3. **Professional Growth of Superintendent.** The Board encourages the continuing professional growth of the Superintendent, within budget constraints and with prior Board approval, through participation, in:
    - a. the annual conferences conducted or sponsored by local, state and national school administrator associations;
    - b. University courses which could occur during the school day;
    - c. Serve as an educational consultant in bona fide professional situations that do not conflict with the interests of the school district and with prior authorization by the Board of Education.
  4. **Performance Goals.** In accordance with 105 ILCS 5/10-23.8, the parties have established Performance Goals for the Superintendent during the term of this Contract, as set forth in **Exhibit A** attached hereto and incorporated herein by reference.
    - a. The Superintendent shall submit, on or before September 1<sup>st</sup> of each year of this Contract, to the Board a list of objectives to be accomplished under each Performance Goal in **Exhibit A** and the indicator to measure achievement of each objective. The Board shall, in September, review the Superintendent's objectives and measurements of achievement with the Superintendent. The Board may accept or modify, in whole or in part, the objectives and indicators of measurement.

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The Board's decision shall be final and the Board President shall, on or before September 30<sup>th</sup> of each year, confirm in writing to the Superintendent the objectives for each Performance Goal and indicators of measurement upon which the Superintendent will be evaluated. The failure of the Board President to provide written confirmation to the Superintendent by September 30<sup>th</sup> shall mean the objectives and indicators of measurement submitted by the Superintendent on or before September 1<sup>st</sup> of that year shall be deemed acceptable to the Board for evaluation purposes.

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

#### **Salary and Benefits**

6. **Salary.** The base annual salary of the Superintendent shall be \$136,282 for the 2025-2026 contract year, a 4% salary increase, \$141,733.00 for the 2026-2027 contract year, a 4% salary increase, \$148,820.00 for the 2027-2028 contract year, a 5% increase, \$156,261.00 for the 2028-2029 contract year, a 5% increase, and \$164,074.00 for the 2029-2030 contract year, a 5% salary increase, which shall be paid in substantially equal installments in accordance with the customary payroll procedures of the District for its other certified staff. In no case may this annual salary be reduced, and any adjustment agreed upon by the Board and Superintendent shall be reduced to writing in the form of a written amendment to this Contract signed by both Parties. Any such amendment shall not be considered a new contract.
  - a. The Board shall deduct from the base annual salary the Superintendent's contribution to the Teacher's Retirement System (TRS) including contributions to the Teacher's Health Insurance Security Fund (THIS) in the form of an employer paid pension contribution pursuant to 40ILCS 5/16-152 et. seq. The Parties acknowledge that the Superintendent-did not have the option of choosing to receive the contributed amount directly instead of having such contributions paid directly by the Board to TRS. The purpose of such direct contribution is to shelter said amount from Federal Income Taxes pursuant to IRS rules & regulations.
7. **Vacation.** Each contract year, the Board shall provide the Superintendent With twenty (20) working days annually. A working day is any day in which the District offices would normally be open for the transaction of school business even though school may not otherwise be in session. Unused vacation days at the end of one fiscal year must be taken

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during the next fiscal year or the days are lost. The maximum vacation day accumulation in a given year is forty (40) vacation days. Upon termination of employment, the Board shall pay for all unused vacation days at the Superintendent's then current per diem in lieu of using said days pursuant to the law. A log of vacation days shall be maintained by the Superintendent and she shall report to the Board monthly as to any vacation days taken. Vacation days may be taken in partial days.

8. **Sick/Personal Leave.** The Superintendent shall begin her district service with 30 days of sick leave. She shall accrue sick days after the commencement of her employment at the rate of 1.75 sick days per month of full-time employment. The Superintendent may accumulate her sick leave from her employment with the District but the Board has no obligation to purchase the sick leave at any time.
  - a. Each contract year, the Superintendent shall be provided four (4) personal days. Unused personal days each contract year shall accumulate as sick leave.
9. **Medicare Payment.** The Superintendent shall pay for her own required Medicare contribution, if any, as specified in 105 ILCS 5/10-20.15a, as her personal cost.
10. **Term Life Insurance.** The Board shall pay premium for a term life insurance policy on the life of the Superintendent having a death benefit equal to that provided to certified staff pursuant to either Board policy or the Teacher's Collective Bargaining Agreement.
11. **Business Expense.**
  - a. The Superintendent will be reimbursed, or the Board will pay directly, usual and customary dues to American Association of School Administrators, Illinois Association of School Administrators and community service organizations. The Superintendent will be reimbursed for reasonable expenses attending such conferences, like the annual IASB conference.
  - b. The Superintendent shall be reimbursed for reasonable and necessary expenses, including out-of-district travel incurred in the course of her employment as Superintendent of Schools. The Superintendent shall maintain a log of all out-of-district travel and shall submit receipts and other reasonable verification of expenses as required by the Board and Board policy. Any out-of-state business expense for which reimbursement is sought must receive prior Board approval. No in-district mileage will be paid.
12. **Indemnification.** The Board agrees that it shall defend, hold harmless and indemnify the Superintendent from any and all demands, claims, suits, actions, and legal proceedings brought against the Superintendent in her individual capacity or in her official capacity as an agent and employee of the School District, provided that the demands, claims, suits, actions, or legal proceedings arose while the Superintendent was acting within the scope of her employment as Superintendent of Schools and acting in good faith.
13. **Medical Examination.** The Board of Education may direct the Superintendent, at any time during the term of this contract, to undergo a complete medical examination by a physician of the Board's choice. The reasonable costs of the medical examination shall

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be reimbursed by the Board. Any report of the medical examination shall be given directly and exclusively by the examining physician to the Superintendent. The Superintendent shall cause the physician to advise the Board in writing of the Superintendent's continued fitness to perform her duties. The report from the physician to the Board shall be confidential. If the physician determines the Superintendent is not fit to perform her duties, the Superintendent agrees to provide, upon request by the Board, a medical release to obtain medical information regarding the Superintendent's medical condition. The Superintendent agrees to submit to a medical examination by the Board and at the Board's cost, at any time upon request.

14. **Criminal Records Check.** Pursuant to 105 ILCS 5/10-21.9, Boards of Education are prohibited from knowingly employing a person who has been convicted of committing or attempting to commit the named crimes therein. If a fingerprint base criminal records check required by Illinois law is not completed at the time this contract is signed, and the subsequent investigation report reveals there has been such a conviction, this contract shall immediately become null and void.
15. **Other Work.** The Superintendent may undertake private consultative work, speaking engagements, lecturing and/or other part-time professional duties, services or obligations without the prior approval the Board.
16. **Ethical Considerations.** The Superintendent agrees she is a highly visible representative of the District at all times during the term of the agreement. She serves as a role model and representative of the purposes and goals of public education, as well as ethical conduct, and good citizenship to community members, children and employees. A Superintendent's ability to serve as an educational, community and employment leader would be seriously undermined if the Superintendent's actions were intentionally inconsistent with the stated curriculum of the District or policies of the Board of Education. As such, it shall be a material breach of this agreement for the Superintendent to commit or perform, at any time during the term of this agreement, any intentional act of dishonesty toward the Board or other governmental body regarding her position as Superintendent, or any intentional act of theft, child abuse, illegal discrimination, including racial, religious, and sex discrimination, sexual harassment, unjustifiable violence, or felony of any kind. However, this provision shall not apply to any act or omission to act directed or required by the Board or Board policy, actions taken in good faith as a reasonable interpretation of her rights under the law, nor shall it apply to the Superintendent's use of legally available products (except to the extent prohibited or regulated by law) or to participation in legal activities.

#### **Termination/Extension**

17. **Termination of Agreement.** This employment contract may be terminated by:
  - a. Mutual agreement of the parties; or
  - b. Resignation; or
  - c. Retirement of the Superintendent; or
  - d. Disability of the Superintendent as defined herein; or
  - e. The Superintendent may terminate this Contract, without cause, by giving the

  
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Board a written ninety (90) days prior to the termination and the payment of ten thousand dollars (\$10,000) which is the approximate cost of conducting a search through the Illinois Association of School Boards. The Board may waive all or part of this payment provision at its discretion. Payment will not be required after June 30, 2029.

- f. In the event the Superintendent is unable to perform her duties and obligations under this agreement by reason of illness, accident or other cause beyond control of the Superintendent, and such disability exists for a period of ninety (90) consecutive calendar days or one hundred eighty (180) calendar days intermittently in any fiscal year, the parties agree the disability shall be deemed permanent, irreparable and of such a nature as to make the performance of the Superintendent's duties impossible. In that event, this contract shall terminate whereupon the respective duties, rights, and obligations of the parties shall terminate
- g. As provided in Paragraph 1 of this Contract; or
- h. Discharge for cause; or
- i. Discharge for cause shall constitute any of the following: 1) a breach of a material term of this contract; 2) conduct which seriously prejudices the District; 3) willful neglect of duty; 4) gross misconduct; 5) actions of moral turpitude within the limitations as provided in Paragraph 17 above; or, 6) conviction of a felony or a crime involving moral turpitude. Notice of discharge for cause shall be given in writing and Superintendent shall be entitled to appear before the Board to discuss such causes. If the Superintendent chooses to be accompanied by legal counsel at such meeting, she shall bear her own costs therein involved. Such meeting shall be conducted in executive session. Superintendent shall be provided a written decision describing the results of the meeting.
- j. Nothing herein shall limit the right of the Superintendent upon discharge to pursue the avenues of legal remedy otherwise available to her.
- k. Death of Superintendent.

18. **Extension.** At any time, the Board shall determine based upon the evaluation required by paragraph 5 whether all goals have been met by the Superintendent. If the Board determines that such goals have been met and the Board fails to take affirmative action to terminate this contract by February 1 in the year the contract terminates, the date on which this Contract terminates shall be extended for one additional fiscal year with same terms and conditions. Nothing contained herein prohibits the parties at any time from mutually agreeing on a contract extension at any other time during the term of this contract.

19. **Non-Renewal.** Notice of intent not to renew a contract, when given by the Board, must be in writing and state the specific reason(s) therefore. This notice shall be served on the Superintendent by April 1<sup>st</sup> in the year the contract terminates. Within ten working days after receipt of such notice of intent not to renew a contract, the Superintendent may request a closed session hearing. The Board shall conduct the closed session hearing as soon as is reasonably practicable for the parties following the Superintendent's request for a hearing. The Board's decision on non-renewal after the closed session hearing shall

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be final. The failure of the Board to provide the above notice by April 1<sup>st</sup> as required by the Illinois School Code (105 ILCS 5/10-21.4) would automatically extend this contract for one additional fiscal year on the same contract terms and conditions as then existing.


### Other Terms

#### 20. Miscellaneous.


- a. This agreement has been executed in Illinois and shall be governed in accordance with the laws of the State of Illinois in every respect.
- b. 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 agreement, the agreement shall control.
- c. This agreement may be executed in one or more counterparts, each of which shall be considered an original and all of which, taken together, shall be construed as one and the same instrument.
- d. This agreement contains all of the terms agreed upon by the parties with respect to the subject matter of this agreement and supersedes all prior agreements, arrangements and communications between the parties concerning such subject matter, whether oral or written.
- e. If, during the term of this contract, it is found that a specific clause of the contract is unenforceable, the remainder of the contract shall remain in full force and effect.

**IN WITNESS WHEREOF**, this agreement was executed the date aforesaid, pursuant to a roll call vote by the Board at a public meeting held as provided by law.

SUPERINTENDENT

  
\_\_\_\_\_  
Dr. Janet Gladu

BOARD OF EDUCATION OF  
LA HARPE CSD #347

BY:   
\_\_\_\_\_  
Its President

Dated: 11-20-24

Dated: Nov 20 2024

  
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## EXHIBIT A PERFORMANCE GOALS

The following constitute the performance-based goals linked to student performance and academic for the term of the employment contract between the Board and the Superintendent.

**GOAL 1:** The Superintendent will provide leadership for all students and teaching staff to become competent users of technology.

Indicators: To the extent the school community and the Board of Education provides the resources and support necessary, the Superintendent will provide, based upon recommendations from the district technology committee and other committees such as textbook adoption, staff development, Parent-Teacher Advisory Committee:

1. Curriculum improvements as recommended by the district's technology committee.
2. Training programs for teachers in the teaching and use of technology in their classrooms.
3. An assessment of the technology program.

Measurement: Annually, the Superintendent will provide the Board of Education a report outlining progress made during the previous year and the plans for the coming year.

**GOAL 2:** The Superintendent shall evaluate the buildings in the district to assess needed repairs or improvements. Subject to The Board's funding of repairs, actions shall be taken to ensure the safety of students and staff and to ensure compliance with prioritized needs addressed in the districts most recent 10-year Health and Life Safety Resurvey.

Indicators: To the extent the school community and the Board of Education provides the resources and support necessary, the Superintendent will implement the following activities:


1. The Superintendent will meet with the Buildings and Grounds Supervisor and the school architect during the school year to develop plans for compliance with the most recent Health and Life Safety resurvey.
2. A list will be developed documenting items in a priority order. This list will be dependent on safety for students and staff, health and life safety money available, and the time length of the projects.

Measurement: The Superintendent will present a report to The Board in the month of May outlining the district projects to be scheduled for completion for the following summer. During the months of August and September the Superintendent will report to The Board regarding the status of each project listed on the initial report submitted in May.

**GOAL 3:** The Superintendent shall strive to improve student performance and promote academic improvement in the District by the following methods, including but not limited to:

Indicators: Annually, the Superintendent, with the assistance of the administrative team, shall:

1. Evaluate student performance, which shall include but not limited to, student performance on standardized tests such as performance on the PARCC, completion of

  
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- the curriculum, attendance, and drop-out rates;
2. Review the curriculum and instructional services; and
  3. Report to the school board on the findings as to (a) student performance and
  4. Recommendations, if any, for curriculum or instructional changes as a result of the evaluation of student performance.

Measurement: 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.

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