



**Instructions for Public Participation/Viewing  
Board of Education Special Meeting  
April 15, 2021  
7:15 p.m.**

**VIEWING THE BOARD MEETING**

We invite the public to view the meeting as it is livestreamed on Bulldog Television starting at 7:15 p.m.

<https://www.youtube.com/channel/UC9BsRZdubBkl4c66ffBQdIA>

**PUBLIC PARTICIPATION**

The public may participate in the Board of Education meeting, at the designated time on the agenda, in one of the following ways:

- 1) Send your comments via email to Dawn Quinley, Board Recorder at: [dquinley@ms.k12.il.us](mailto:dquinley@ms.k12.il.us)  
**Please note: Your comments will be forwarded to all Board members and acknowledged during the time set aside for public participation, but will not be read aloud.**
- 2) Provide public comment remotely at the Board of Education Meeting. **Please email Dawn Quinley, in advance of the meeting, at [dquinley@ms.k12.il.us](mailto:dquinley@ms.k12.il.us) to request the meeting link.** You will be muted by the host of the meeting until you are called upon to speak.
- 3) Provide public comment in person at the Board of Education meeting. Members of the public wishing to use this method will be required to wear a mask in the building, and remain socially distanced in the designated area outside of the Board of Education Meeting Room in the hallway. You will be called into the Board Room at the appropriate time to provide public comment. Members of the public making comments in person cannot remain in the room or gather in other parts of the building. We also ask that you notify Dawn Quinley if you plan to appear in person by emailing her in advance: [dquinley@ms.k12.il.us](mailto:dquinley@ms.k12.il.us)

**Mahomet-Seymour CUSD #3  
Board of Education**

**April 15, 2021  
Board Special Meeting Packet**



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# MAHOMET-SEYMOUR CUSD #3

1301 South Bulldog Drive, PO Box 229, Mahomet, IL 61853

Phone (217) 586-2161

**Dr. Lindsey Hall, Ed.D., Superintendent**

**Board of Education:** Max McComb (P), Lori Larson (VP), Dr. Jeremy Henrichs (S), Merle Giles, Meghan Hennesy, Ken Keefe, Dr. Colleen Schultz

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[www.mahometseymour.org](http://www.mahometseymour.org)

BOARD OF EDUCATION  
Special Board Meeting  
Board Conference Room – Middletown Prairie  
Thursday, April 15, 2021  
7:15 P.M.

**Purpose:** At the request of Meghan Hennesy, the Board is meeting with the Board’s attorney to answer questions that Meghan Hennesy, Dr. Colleen Schultz, and others may have regarding Dr. Hall’s contract.

1. Call to Order
2. Roll Call
3. Pledge of Allegiance
4. Approval of Agenda Discussion/Action
5. Public Comment
6. Closed Session: Personnel
7. Superintendent’s Contract: Max McComb Discussion/Action
8. Adjournment

### Upcoming Meetings

- April 19 – Regular Meeting, Board Conference Room – Middletown Prairie, 7:00 p.m.
- May 3 – Board Reorganization, Board Conference Room – Middletown Prairie, 7:00 p.m.
- May 17 – Regular Meeting, Board Conference Room – Middletown Prairie, 7:00 p.m.

## SUPERINTENDENT EMPLOYMENT CONTRACT

**THIS CONTRACT** made this \_\_\_\_ day of \_\_\_\_\_, 2021, by and between Board of Education of Mahomet Community Unit School District No. 3 (hereinafter referred to as “the Board” or “the District”), and Dr. Lindsey A. Hall (hereinafter referred to as “the Superintendent”), pursuant to a Motion of the Board at a meeting of the Board held on \_\_\_\_\_, 2021, as found in the Minutes of that meeting.

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.

### WITNESSETH:

For and in consideration of the mutual promises hereinafter contained, it is covenanted and agreed by and between the parties as follows:

1. **TERM.** The Board hereby employs Dr. Lindsey A. Hall as the Superintendent in and for the District for a period of three (3) years, commencing July 1, 2020 and ending June 30, 2023.

2. **DUTIES.** The duties and responsibilities of the Superintendent shall be all those duties incident to the office as set forth in the District’s job description for this position (hereby incorporated as Exhibit A of this Contract); those obligations imposed by the laws of the State of Illinois; such other duties incidental to the office of the Superintendent as from time to time may reasonably be assigned to the Superintendent by the Board.

3. **SALARY.** In consideration of the performance of the duties of the Superintendent, the Board shall pay to Superintendent as base annual salary, the following amounts:

July 1, 2020 – June 30, 2021	\$204,195.00
July 1, 2021 – June 30, 2022	\$214,404.75
July 1, 2022 – June 30, 2023	\$225,124.99

Said amounts shall be paid in substantially equal installments in accordance with the payroll procedures of the District.

4. **PENSION.** In addition to the Superintendent’s salary, the Board shall pay on behalf of the Superintendent all required contributions to the Teachers’ Retirement System (TRS) in the form of an employer paid pension contribution pursuant to 40 ILCS 5/16-152, *et seq.* 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. Both parties acknowledge that the Superintendent did not have the option of choosing to receive the contributed amounts directly, instead of having such contributions paid by the Board to the Teachers’ Retirement System, and further acknowledge that such contributions are made as

a condition of employment to secure the Superintendent's future services, knowledge and experience.

However, if legislation or a rule change is enacted that limits the employer's ability to perform its obligations, or otherwise reduces 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 contribution equals the Board's total cost before enactment of such legislation or rule change. 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.

5. **T.H.I.S.** In addition to the Superintendent's salary, the Board shall pay such amount as may be required by law on behalf of the Superintendent to the Teacher Health Insurance Security Fund. 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. Both parties acknowledge that the Superintendent did not have the option of choosing to receive the contributed amounts directly, instead of having such contributions paid by the Board to the Teachers' Health Insurance Security Fund, and further acknowledge that such contributions are made as a condition of employment to secure the Superintendent's future services, knowledge and experience.

6. **EVALUATION.** No later than March 1 of each contract year, the Board shall conduct an evaluation of the Superintendent's achievement of the established performance-based criteria and the working relations among the Superintendent, the Board, the faculty, the staff and the community. However, in the final year of this Contract, the Board shall conduct an evaluation of the Superintendent's achievement no later than February 1.

Failure of the Board to complete its evaluation by March 1 of each contract year (or February 1 of the last year) shall not be deemed a breach of this Contract unless the Superintendent, after March 1 (or after February 1 of the last year), has notified the Board in writing of such failure and the Board then fails to complete the evaluation and review within thirty (30) days after its receipt of such notice from the Superintendent.

7. **PERFORMANCE GOALS AND OBJECTIVES.** The Superintendent acknowledges that pursuant to Section 10-23.8 of The School Code, 105 ILCS 5/10-23.8, this multi-year contract is subject to performance-based goals and indicators. The Parties agree the goals and indicators are linked to student performance and academic improvement of the schools within the District.

Annually, the Superintendent, with the assistance of her administrative team, shall: (1) evaluate the assessment results of standardized tests given by the District and the State and annually present recommendations to the Board for the improvement of such results; (2) evaluate the District's curriculum and annually make recommendations to the Board to ensure that the District's curriculum is aligned to the appropriate standards as required by the Illinois State Board of Education; (3) evaluate student attendance and drop-out rates and annually recommend to the Board a plan to improve student attendance and graduation rates; (4) direct the evaluation of textbooks and other instructional materials to ensure that all materials are up to date and

appropriate; and (5) evaluate the district technology plan and annually recommend improvements thereto to the Board.

Prior to the end of October in each subsequent year of this Contract, the Board and the Superintendent shall establish such additional student performance and academic improvement goals including the indicators of student performance and academic improvement determined to measure such goals as the parties deem necessary for the then current school year, a copy of which shall be attached hereto as Exhibit B and incorporated herein.

During the term of this Contract, the parties may mutually agree to modifications of the Superintendent's evaluation criteria by a written amendment of Exhibit B signed by both parties. It is provided, however, that by so doing, it shall not be considered that the Board has entered into a new Contract with the Superintendent or that the termination date of this Agreement has been in any way extended.

8. **EXTENSION AT END OF TERM.** At the time of the Superintendent's final evaluation and assessment under this Contract, which shall occur no later than February 1, 2023, the Board and Superintendent shall engage in discussions from which the parties may mutually agree to extend the employment of the Superintendent for a period not to exceed five (5) years. If the Board determines not to extend the Contract, the Board shall notify Superintendent in writing in accordance with 105 ILCS 5/10-21.4 so that Superintendent receives the notice not later than February 1, 2023.

9. **DISCHARGE FOR CAUSE.** Throughout the term of this Contract, the Superintendent shall be subject to discharge for 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. Discharge for cause shall be deemed a dismissal of the Superintendent on the grounds of incompetence, material breach of this contract, cruelty, negligence, where the interest of the school is required, or for other sufficient reasons or causes under the laws or statutes of the State of Illinois. Failure to comply with the terms and conditions of this Contract after notification and a reasonable opportunity to correct any remediable cause, where appropriate, shall also be sufficient cause for purposes of discharge as provided in this Contract.

10. **DISABILITY.** Should the Superintendent be unable to perform the duties and obligations of this Contract, by reason of illness, accident or other cause beyond the Superintendent's control and such disability exists after the exhaustion of accumulated leave days and vacation days during any school year, the Board, in its discretion, may make a proportionate deduction from the salary stipulated. If such disability continues for ninety (90) days after the exhaustion of accumulated leave days and vacation days during any school year, or if such disability is permanent, irreparable or of such nature as to make the performance of the Superintendent's duties impossible, the Board, at its option, may terminate this Contract, whereupon the respective duties, rights and obligations of the parties shall terminate. Prior to termination for disability, the Superintendent may request a hearing before the Board in closed session.

11. **TERMINATION BY AGREEMENT.** During the term of this Contract, the Board and the Superintendent may mutually agree, in writing, to terminate this Contract.

12. **REFERRALS TO SUPERINTENDENT.** The Board and its individual members collectively and individually shall refer promptly all criticisms, complaints and suggestions called to their attention to the Superintendent for study and recommendation.

13. **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 based 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.

14. **LICENSURE.** The Superintendent shall furnish the Board, during the life of this Contract, a valid and appropriate license to perform duties as Superintendent in accordance with the laws of the State of Illinois and as directed by the Board.

15. **OTHER WORK.** The Superintendent may undertake consultative work, speaking engagements, writing, lecturing, or other professional duties and obligations which do not interfere with her obligations to the District.

16. **RESIDENCY.** During the entire term of this Contract, the Superintendent shall maintain her residence within the boundaries of the District.

17. **VACATION.** The Superintendent shall be entitled to twenty (20) working days of vacation annually, in each year of this Contract, exclusive of legal holidays. Vacation shall be taken subject to approval of the Board and shall be taken within twelve (12) months of the year in which it is earned. Prior to the end of the 2020-2021 contract year, the Superintendent may exchange any unused vacation days (including partial days thereof) for a cash payment at her per diem rate up to such amount that would allow a 6% increase in TRS creditable earnings from the previous contract year. In subsequent contract years, any unused vacation days shall be used as vacation time or lost on July 1 of the Contract year.

18. **SICK LEAVE.** The Superintendent shall be entitled to the same number of sick leave days annually as other licensed staff of the District, and earned sick leave shall be cumulative pursuant to Board policy, the same as for other licensed staff of the District.

19. **PERSONAL LEAVE.** The Superintendent shall be entitled to the same number of personal leave annually as other licensed staff of the District, and earned personal leave shall be cumulative pursuant to Board policy, the same as for other licensed staff of the District.

20. **MEDICAL INSURANCE.** The Board shall pay the monthly rate established in the collective bargaining agreement between the District and its licensed staff toward insurance premiums for the family major medical insurance coverage available through the District's group insurance carrier.

21. **MEDICAL EXAMINATION.** Upon the request of the Board, the Superintendent shall submit to the Board President a medical doctor's certification confirming her fitness to perform the duties of a Superintendent. The medical exam shall consist of a comprehensive physical examination including standard tests deemed necessary by a licensed physician. This exam shall be at the Board's expense. The report shall be placed in the Superintendent's personnel file or other confidential file as required by law. Further, the Superintendent shall submit to and furnish the Board with such health examinations as the Board may from time to time require at its expense.

22. **TERM LIFE INSURANCE.** Provided the Superintendent meets the ordinary qualification requirements of the Board's insurer, the Board shall pay all premiums associated with \$200,000 of term life insurance on the life of the Superintendent only. This insurance carrier and coverage shall be of the Board's choosing and will allow the Superintendent to designate the beneficiary of the policy.

23. **PROFESSIONAL DUES.** The Superintendent shall be encouraged to attend appropriate professional meetings at local, state and national levels. Within budget constraints and as approved by the Board, such costs of attendance shall be paid by the Board upon receipt of a full, itemized account of such costs. The Board shall pay the cost of the Superintendent's membership dues in the Illinois Association of School Administrators, the American Association of School Administrators, the Illinois Association of School Business Officials, and any other professional or local civic organizations to be agreed upon by the parties.

24. **MILEAGE AND EXPENSE REIMBURSEMENT.** The Superintendent shall be entitled to travel reimbursement at the Internal Revenue Service rate for vouchered reimbursable mileage expenses incurred by the Superintendent while using the Superintendent's personal vehicle for the conduct of approved District business. Reimbursement shall be pursuant to the District's policies, rules and regulations. Mileage shall be computed from Mahomet, Illinois, or other origin of the trip, to the destination and back to Mahomet, Illinois. Any travel out of state, or any extended or unusual travel expenses must be pre-approved by the Board.

25. **NOTICE.** Any notice required under this Contract shall be in writing and shall become effective on the day of mailing thereof by first class, registered or certified mail, postage prepaid, addressed:

To The Board:

President, Board of Education  
Mahomet C.U.S.D. No. 3  
1301 S. Bulldog Drive  
Mahomet, IL 61853

To Superintendent:

Dr. Lindsey A. Hall  
(The address listed in current  
school district records)

26. **CONTENT OF 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. Except as may otherwise be provided herein, no subsequent alteration,



amendments, change or addition to this contract shall be binding upon the parties unless reduced in writing and duly authorized and signed by each of the parties.

27. **AGREEMENT GOVERNED BY ILLINOIS LAW.** This Contract is executed in Illinois, and shall be governed in accordance with the laws of the State of Illinois in every respect.

28. **RELEVANT LAW.** This Contract is authorized under the provisions of 105 ILCS 5/10-23.8.

29. **PARAGRAPH HEADINGS.** Paragraph headings have been inserted for convenience and reference only, and if there shall be any conflict between any such headings and the text of this Contract, the text shall control.

30. **DUPLICATE ORIGINAL CONTRACTS.** 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.

31. **SURVIVAL OF CONTRACT.** This Contract shall be binding upon the parties hereto, their successors and assigns.

32. **SAVINGS CLAUSE.** If any portion of this Contract is deemed to be illegal or unenforceable, the remainder thereof shall remain in full force and effect.

33. **EFFECTIVE DATE.** This Contract shall become effective, and be deemed dated, as of the date the last of the parties signs this Contract, as set forth below.

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

\_\_\_\_\_  
**Superintendent**

**MAHOMET COMMUNITY UNIT  
SCHOOL DISTRICT NO. 3**

By: \_\_\_\_\_  
President, Board of Education

**ATTEST:**

\_\_\_\_\_  
Secretary, Board of Education