SUPERINTENDENT EMPLOYMENT AGREEMENT

AGREEMENT made this 19th day of June 2024, between the BOARD OF EDUCATION OF **GARDNER SOUTH WILMINGTON TOWNSHIP HIGH SCHOOL DISTRICT NO. 73**, COUNTIES OF GRUNDY AND KANKAKEE, ILLINOIS, hereinafter referred to as the "Board," and Susan Avery, hereinafter referred to as the "Superintendent." This performance-based Agreement replaces the employment contract currently in effect between the Board and Superintendent as of the commencement date of this Contract in Paragraph A.1. In accordance with 105 ILCS 5/10-23.8, the Superintendent and Board confirm that the Superintendent met the goals and indicators of student performance and academic improvement in the previous contract.

W I T N E S S E T H

WHEREAS, the Board and the Board of Education of Braceville School District 75, Grundy County, Illinois (the “ELEMENTARY SCHOOL”) (collectively referred to as the “DISTRICTS”) have entered into an intergovernmental agreement (the “IGA”) whereby the DISTRICTS will simultaneously employ the Superintendent and this Agreement is subject to the terms and conditions of the IGA which is hereby incorporated by reference; and

WHEREAS, the Superintendent’s employment by the Board is subject to the following additional terms and conditions and the Superintendent hereby accepts employment upon the terms and conditions hereinafter set forth:

A. EMPLOYMENT AND COMPENSATION

1. The Board hereby employs the Superintendent commencing on July 1, 2024 and terminating on June 30, 2028. In accordance with the cost sharing provisions of the IGA, the ELEMENTARY SCHOOL shall reimburse the Board for 30% of the Superintendent’s annual salary as set forth in this paragraph A.1. The Superintendent’s annual salary shall be ONE HUNDRED TWENTY-SEVEN THOUSAND THREE HUNDRED EIGHT DOLLARS ($127,308), from JULY 1, 2024 to June 30, 2025. The Superintendent's annual salary for the 2025-2026 contract year shall include an increase of five percent (5%) over the Superintendent’s annual salary in the

2024—2025 contract year. The Superintendent's annual salaries for the 2026-2027 and 2027-2028 contract years shall include increases of no less than four percent (4%) over the Superintendent's annual salaries in the respective immediately prior contract years. Salaries shall be payable in equal installments in accordance with the rules of the Board governing payments of other administrative staff members in the District, and the Superintendent hereby accepts employment upon the terms and conditions hereinafter set forth. A contract year shall be each period between July 1 and June 30 during the Agreement.

2. In addition to the annual salary stated in paragraph A.1 and all other TRS creditable earnings within this Agreement, the Board shall make a contribution on behalf of the Superintendent to the State of Illinois Teachers' Retirement System in the amount equal to the Superintendent's statutory contribution to said Teachers' Retirement System applicable to the Board's share of the Superintendent's annual salary. In addition, the Board shall pay the Superintendent's required contribution to TRS for Teacher Retirees' Health Insurance (THIS) based on the Board's share of the Superintendent's annual salary. The Board's combined statutory contribution on behalf of the Superintendent to TRS and THIS shall be limited to a maximum of 15%. The Superintendent does not have any right or claim to said amounts contributed by the Board on the Superintendent's behalf 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 does not have the option of choosing to receive the contributed amounts directly, instead of having such contributions paid by the Board to the State of Illinois Teachers' Retirement System, and that such contributions are made as a condition of employment to secure the Superintendent's future services, knowledge, and experience.

3. Subject to the terms and conditions of the IGA, the Board retains the right to adjust the annual salary and/or fringe benefits of the Superintendent during the term of this Agreement, provided that any such adjustments do not reduce the annual salary or benefits below the amounts set forth in this Agreement. Any salary or other adjustment or modification made during the life of this Agreement shall be in the form of a written amendment approved by the DISTRICT(S) and shall become a part of this Agreement, but such adjustment or modification shall not be construed as a new Agreement with the Superintendent, nor as an extension of the termination date of this Agreement.

4. During the term of employment, the Superintendent shall hold a valid and properly registered license issued by the State of Illinois Educators' Licensure Board, qualifying her to act as Superintendent of the School District.

5. The Superintendent acknowledges that by accepting the terms of this multi-year contract, and pursuant to the Illinois School Code, she waives all rights granted her under Sections 24-11 through 24-16 of said Code (105 ILCS 5/24-11 through 105 ILCS 5/24-16), including any right to tenure in the School District during the term of this multi-year Agreement, or any multi-year extension thereof.

B. BENEFITS

1. Subject to Board approval, the Board shall reimburse the Superintendent for all reasonable expenses incurred by the Superintendent in the performance of her duties on behalf of the District, including reimbursement for mileage, inside and out of the District, at the per-mile reimbursement rate set by the Board which in no event shall be less than the IRS reimbursement rate for the use of an automobile for business purposes. The Superintendent shall submit monthly itemized statements to the Board for approval.

2. The Board will offer the Superintendent the following benefits:

a. Pay the premium for individual employee medical, dental , and vision insurance; however, if the Superintendent elects to not receive the offered Board paid insurance coverage, she shall receive an annual stipend of Four Thousand Two Hundred Dollars ($4,200.00). The benefits provided are described in the contract between the Board and the insurance carrier.

`b. Term life insurance coverage in the amount of $100,000.

c. The Superintendent shall be allocated $40 per month towards the purchase of cell phone coverage to be used for District Business.

d. Other benefits not specified herein that are generally provided to the other certificated staff of the District.

3. The Superintendent shall be entitled to the following additional benefits. During the term of the IGA, these benefits shall be provided on a total package basis as a dual superintendent, with cost sharing between the DISTRICTS as provided in the IGA:

a. The Superintendent shall be entitled to a paid vacation of twenty (20) work days in each Agreement year, exclusive of legal and school holidays. The Superintendent agrees to notify the DISTRICT(S) in advance of any planned vacation in excess of three (3) consecutive school days, and such time shall be taken subject to approval by the Board Presidents of the DISTRICT(S). Vacation must be taken within the school year for which the time was granted; however, each contract year a maximum of five (5) unused vacation days may be carried over from one school year to the next and, in addition, up to five (5) unused vacation days may be exchanged for payment at the Superintendent's then-current per diem for each day prior to June 30th. Christmas, Spring, and Summer recess periods shall constitute work days unless specifically scheduled and credited toward the vacation days listed above. In the event of separation from or termination of employment during the term of the IGA, the DISTRICTS shall be proportionately responsible for the payment of any earned but unused vacation leave that is due and owing to the Superintendent, with the Board paying 70% and the ELEMENTARY SCHOOL paying 30%.

b. The Superintendent shall be granted sick leave, as defined in Section 24-6 of the Illinois School Code, of fourteen (14) work days per year. Accumulation of unused sick leave days shall be capped at 340 or the amount allowed for the certified teaching staff of the Board, whichever is higher. The Superintendent shall also be granted 5 personal leave days annually.

c. The Superintendent shall be reimbursed for dues and membership fees to a reasonable number of professional organizations including AASA, IASA and IASBO.

d. The Superintendent is encouraged to participate in local civic and fraternal organizations in the interest of promoting a better understanding of the DISTRICT(S) and their concerns. Subject to its prior approval, the DISTRICT(S) shall pay the dues incurred through membership in such organizations.

e. The Superintendent is expected to attend appropriate professional meetings at the local and state levels, subject to prior approval by the DISTRICT(S), at the national level. Actual and necessary expenses incurred shall be paid by the DISTRICT(S).

C. POWERS AND DUTIES

1. The Superintendent shall have charge of the administration of the schools under the direction of the Board. The Superintendent shall be the chief executive officer for the Board; recommend the selection of, evaluate, and direct and assign teachers and other employees of the School District under the Superintendent's supervision; organize and direct the administrative and supervisory staff; make recommendations to the Board concerning the budget, building plans, location of sites, and the selection of textbooks, instructional material, and courses of study; direct the keeping of all records and accounts, and aid in the making of all reports, as required by the Board; recommend rules, regulations, and procedures deemed necessary for the welfare of the School District; enforce District rules and regulations and discipline students per said rules and regulations and State law; and, in general, perform all other duties incident to the office of the Superintendent as may be prescribed by the Board from time to time.

2. The Superintendent shall devote her full working time, attention, and energy to the business of the DISTRICT(S) and related professional activities. With the permission of the Board Presidents, the Superintendent 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; lecture; and engage in writing activities and speaking engagements. The Superintendent may not jeopardize the functioning of the School District by any lengthy and conspicuous absence for such professional activities.

D. PERFORMANCE GOALS AND OBJECTIVES

1. The parties agree that the following Superintendent performance goals and indicators are established in accordance with Section 10-23.8 of the Illinois School Code [105 ILCS 5/10-23.8]:

a. Evaluate student performance, which shall include but not be limited to student performance on standardized tests, completion of the curriculum, attendance, and drop-out rates;

b. Review the curriculum and related instructional services;

c. Administer and monitor district finances, which shall include but is not limited to the budget, district business process, and the Levy.

d. Report to the Board the Superintendent's findings as to goals a, b, c above;

e. Make recommendations, if any, for changes in the curriculum or instructional services based on the evaluation of student performance.

f. Implement those changes authorized and/or approved by the Board of Education.

Said goals and indicators shall be among the criteria by which the Superintendent will be evaluated. The Board and Superintendent agree that these performance goals may be supplemented or modified through the mutual collaboration of the parties, provided that any supplementation or modification must be completed by September 1 of each contract year.

2. This is a multi-year Agreement under 105 ILCS 5/10-23.8 of the Illinois School Code. This Agreement may be extended upon mutual agreement of the DISTRICT(S) and Superintendent at the end of any year of the Agreement, provided the Board determines that the Superintendent satisfactorily met all the student performance and academic improvement goals set forth above. This Agreement will not be extended at the end of any Agreement year unless the Boards of both DISTRICT(S) determine that all the performance goals have been met and the Boards of both DISTRICT(S) specifically act to extend the Agreement.

E. EVALUATION

The Superintendent will complete a self-evaluation as to her overall performance in her role as Superintendent on or before February 1st during each year of the contract based upon the Superintendent performance criteria set forth in the Superintendent's evaluation plan. After the self-evaluation is completed, the parties shall schedule a meeting to review the self-evaluation. The Superintendent shall retain a copy of her written self-evaluation, and a copy shall be placed in the Superintendent's personnel file.

The Board and Superintendent will review and assess the Superintendent's overall performance, including progress toward the student performance and academic improvement goals set forth above, as well as any other objectives established by the Board. Prior to March 1st of each year, the Board shall assess the Superintendent's performance and shall issue a written evaluation of that performance to the Superintendent.

After such evaluation the parties shall schedule a meeting to review the evaluation and determine, if necessary, the terms and conditions of the continued future employment of the Superintendent in accordance with the IGA.

F. TERMINATION / NON-RENEWAL

1. This Employment Agreement may be terminated by:

a. Mutual agreement;

b. Permanent disability;

c. Discharge for cause;

d. Death; or

e. Expiration of this Agreement.

2. The Board may terminate this Agreement for reasons of permanent disability or incapacity at any time after the Superintendent has exhausted her sick leave pursuant to Illinois law and the terms of this Agreement or has been absent from her employment for a continuous period of three (3) months after the exhaustion of sick, personal and vacation leave or presents to the Board a physician's statement certifying that she is permanently disabled or incapacitated. All obligations of the Board shall cease upon written notice of termination for permanent disability or incapacity, provided that the Superintendent shall be entitled to a hearing before the Board if she so requests. The Board reserves the right to require the Superintendent to submit to a medical examination, either physical or mental, in accordance with applicable law. Such examination shall be performed by a physician licensed to practice medicine in all its branches, which is mutually selected and paid for by the Board. The Superintendent

expressly agrees that the physician shall prepare a detailed report of the state of her physical and/or mental health and submit it to the Board of Education.

3. Discharge for cause shall be for any conduct, act, or failure to act by the Superintendent that is detrimental to the best interests of the School District; however, the Board shall not call for discharge arbitrarily or capriciously. Reasons for discharge for cause shall be given in writing to the Superintendent, who shall be entitled to notice and a hearing before the Board to discuss such causes. If the Superintendent chooses to be accompanied by legal counsel, she shall bear any costs therein involved. The Board hearing shall be conducted in executive session.

4. Notice of intent not to renew this contract shall be given to the Superintendent by the Board by March 1 of the year in which the agreement expires. Said notice shall be in writing and state the specific reason for non-renewal. Failure to provide the notice of non-renewal shall automatically extend this Agreement for one (1) year.

G. MODIFICATIONS AND AMENDMENTS

No modification or amendment of this Agreement shall be valid or binding on the parties unless it is in writing and executed by the Board and the Superintendent.

H. NOTICE

Any notice required to be given under this Agreement shall be deemed sufficient if it is in writing and sent by mail to the last known residence of the Superintendent or the President of the Board.

I. MISCELLANEOUS

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

2. Paragraph headings and numbers have been inserted for convenience of reference only. In the event of any conflict between any such headings or numbers and the text of this Agreement, the text shall control.

3. 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 considered one and the same instrument.

4. Except for the IGA, which is expressly made a part of this Agreement, this Agreement contains all the terms agreed upon by the parties with respect to the subject matter of this Agreement and terminates and supersedes all prior agreements, arrangements, and communications between the parties, whether oral or written, concerning such subject matter.

5. If a court having jurisdiction issues a final decision declaring any provision of this Agreement to be unlawful or unenforceable, all other provisions of the Agreement shall remain in force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement on this 19th day of June 2024.

SUPERINTENDENT

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Susan Avery

BOARD OF EDUCATION OF GARDNER SOUTH WILMINGTON TOWNSHIP HIGH SCHOOL DISTRICT NO. 73, GRUNDY AND KANKAKEE COUNTIES, ILLINOIS

_____

President

ATTEST:

_____

Secretary