

SUPERINTENDENT'S EMPLOYMENT AGREEMENT

AGREEMENT made this ____ day of _____, 2022, between the **BOARD OF EDUCATION OF COMMUNITY CONSOLIDATED SCHOOL DISTRICT 181, DUPAGE AND COOK COUNTIES, ILLINOIS**, hereinafter referred to as the "Board," and **HECTOR GARCIA**, hereinafter referred to as the "Superintendent."

This Agreement constitutes a successor administrative performance-based employment contract entered into during the term of an existing, predecessor administrative performance-based employment contract. The Superintendent and Board acknowledge and agree that the Superintendent has met the goals and indicators of student performance and academic achievement, as stated in the previous agreement.

WITNESSETH

A. EMPLOYMENT AND COMPENSATION

1. Agreement Duration and Annual Salary

The Board hereby employs the Superintendent for five (5) years, commencing on July 1, 2021, and terminating on June 30, 2026, at an annual salary of two hundred and sixty five thousand and seven hundred ninety dollars (\$265,790) for the 2021-2022 contract year. For each subsequent contract year, the annual salary shall be increased above the annual salary paid in the previous Contract Year by three percent (3%), rounding down to the nearest dollar.

The Board's action to increase or otherwise change the Superintendent's salary under this paragraph shall be in implementation of this provision of this Agreement and shall not constitute or require an amendment to this Agreement. The Superintendent's annual salary shall be payable in equal installments in accordance with the rules of the Board governing payments of other administrative staff members in the District. The Superintendent hereby accepts employment upon the terms and conditions hereinafter set forth. A Contract Year shall be defined as a period from July 1st through June 30th period.

2. TRS and THIS Contributions

In addition to the annual salary stated in paragraph A.1 of this Agreement, the Board shall also pick up the employee share of the contribution due to the State of Illinois Teachers' Retirement System (TRS) on behalf of the Superintendent. In addition, the Board shall pay the Superintendent's required contribution to TRS for Teacher Retirees' Health Insurance (THIS). It is the intention of the parties to qualify and pick up all such payments paid by the Board on the Superintendent's behalf as employer payments pursuant to Section 414(h) of the *Internal Revenue Code of 1986*, as amended so they will not be taxable as income to the Superintendent. The Superintendent does 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 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. Salary Adjustments

Any salary adjustments or modifications in the Superintendent's compensation or fringe benefits made during the term of this Agreement shall be in the form of a written amendment and shall become a part of this Agreement, but any such adjustments or modifications shall not be construed as a new Agreement with the Superintendent or as an extension of the termination date of this Agreement.

4. TRS Acknowledgement

The Superintendent acknowledges and agrees that the compensation provided under this Agreement is not intended to exceed the TRS six percent (6%) annual creditable earnings cap or the TRS cap on the granting of sick days for any fiscal year under this Agreement which is within the Superintendent's TRS annuity determination period. In the event that any of the fiscal years covered by this Agreement are used by TRS to calculate the Superintendent's retirement annuity, the Board reserves the right to adjust the creditable earnings and/or benefits provided under this Agreement to prevent the Board from exceeding, and/or to address the consequences of having exceeded, the TRS six percent (6%) annual creditable earnings cap and/or the TRS sick leave day grant restriction.

5. Licensure

Throughout the term of this Agreement, the Superintendent shall hold a valid and properly registered Professional Educator License with endorsement issued by the Illinois State Board of Education qualifying his/her to act as Superintendent of the School District. In addition, the Superintendent shall be qualified to evaluate the District's principals pursuant to *The School Code*.

6. Physical

During the term of this Agreement, the Superintendent shall have an annual comprehensive medical examination by a licensed Illinois physician which shall include any tests deemed necessary by the physician or required by the Board. The Board shall be responsible for the reasonable and customary costs of the medical examination and shall pay the cost of any tests the Board requires which are not customarily included in an annual physical exam.

7. Background Investigation

The Board is prohibited from knowingly employing a person who has been convicted of committing or attempting to commit certain criminal offenses. If at any time a criminal background investigation report reveals that there has been a prohibited conviction relative to the Superintendent, this Agreement shall immediately become null and void.

8. Waiver of Tenure

The Superintendent acknowledges that by accepting the terms of this multi-year Superintendent's Employment Agreement, the Superintendent waives any right to tenure in the School District for the duration of this multi-year Agreement pursuant to Section 5/10-23.8 of *The School Code*.

B. BENEFITS

1. Insurance Benefits

The Board shall pay one hundred percent (100%) of the premiums for hospitalization, major medical, prescription drug, and vision/dental insurance for the Superintendent, his spouse and eligible dependent members of his immediate family enrolled in the District's group health insurance plan during the term of this Agreement. If the provision of health insurance contemplated by this Agreement provision could result in the Board being obligated to pay a penalty, excise tax, or other fee due to changes and/or interpretations of the Internal Revenue Code or other laws, or their related rules and regulations affecting the provision of insurance benefits, the Board may revise its contribution toward such insurance benefit to another form of compensation or combination of compensation and insurance to the extent necessary to avoid the imposition of such penalty, excise tax or fee. The Board's action to revise a benefit under this Section shall be in implementation of this provision of this Agreement and shall not constitute or require an amendment to this Agreement.

The Board shall provide to the Superintendent the long-term disability insurance offered by the Board to its certified staff through the term of this contract.

The Board shall provide for group term life insurance from the Board's insurer in the face amount of twice the Superintendent's annualized salary rounded to the nearest Five Hundred Dollar (\$500) increment during the term of this Agreement only, with the full cost of the premium paid by the Board, provided the Superintendent meets the ordinary qualification requirements of the Board's insurer.

2. Vacation

The Superintendent shall be entitled to a paid vacation of twenty (20) workdays in each Agreement year, exclusive of legal and school holidays. Unused vacation days from a previous Agreement year may be carried over for use through September 1 of the subsequent Agreement year, at which time no more than five (5) of these unused vacation days may be carried over for the duration of the subsequent Agreement year.

Any vacation time in excess of five (5) workdays shall be mutually agreed upon by the Board and the Superintendent. The Superintendent must notify the Board President in advance of any planned vacation and at least two (2) weeks in advance to obtain pre-approval for any request for vacation in excess of ten (10) consecutive workdays.

3. Sick Leave and Personal Leave

The Superintendent shall be granted sick leave, as defined in Section 5/24-6 of *The School Code*, of twenty (20) workdays per Agreement year. Unused sick leave days may be accumulated to a maximum of three hundred forty (340) days. The Superintendent may use up to three (3) days of sick leave as personal business leave days as approved by the Board. Additionally, the Superintendent may use up to four (4) days of sick leave as personal business leave days during the month of June.

4. Post-Retirement Payment

Within sixty (60) days after the Superintendent's retirement date or by September 1, 2026, whichever is later, the District shall make a post-retirement payment to the Superintendent of Twenty-Five Thousand Dollars (\$25,000). This payment is not intended to be included in TRS-creditable earnings. The parties understand and agree that this post-retirement payment is provided in lieu of any other post-retirement payment (outside of this Agreement) or any payment for accumulated unused sick days to which the Superintendent may be entitled. The parties understand and agree that this benefit is contingent on the Superintendent fully completing the term of the Agreement as defined in paragraph A.1.

5. Post-Retirement Health Insurance

The Board shall provide the Superintendent with a post-retirement benefit in the amount of Twelve Thousand and Five Hundred Dollars (\$12,500) annually for a period of five (5) years after the date of retirement for the Superintendent's health insurance plan premiums. The parties understand and agree that this benefit is contingent upon the Superintendent fully completing the term of this Agreement as defined in Paragraph A.1.

6. Bereavement Leave

The Superintendent will be granted three (3) bereavement leave days per contract year. The Superintendent may use bereavement leave days for the death of a family member or close personal friend as approved by the Board. Unused bereavement leave days shall not accumulate.

7. Business Expenses

The Board shall reimburse the Superintendent for reasonable monthly expenses incurred in the performance of his duties. Itemization shall be made by the Superintendent of all expenses incurred and receipts shall be submitted to the Board for review and approval.

8. Membership Dues

The Superintendent shall be reimbursed for all reasonable dues and membership fees to a reasonable number of professional and service organizations.

9. Community Involvement

The Superintendent is encouraged to participate in local civic and fraternal organizations in the interest of promoting a better understanding of the District and its concerns. Subject to its prior approval, the Board shall pay all reasonable dues incurred through membership in such organizations.

10. Professional Activities

The Superintendent is expected to attend appropriate professional meetings at the local and state levels, and, subject to prior Board approval, at the national level. All reasonable expenses incurred shall be paid by the Board.

11. Deferred Compensation

From the annual salary stated in Paragraph A.1 of this Agreement, the Superintendent may annually defer compensation pursuant to and in accordance with the terms of an eligible state deferred compensation plan as described in Section 457 of the Internal Revenue Code.

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, 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; 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 his full working time, attention, and energy to the business of the School District and related professional activities. With the permission of the Board, the Superintendent may attend university courses, seminars, or other professional growth activities. The Superintendent may not jeopardize the functioning of the School District by any lengthy and conspicuous absence for such professional activities.
3. The Superintendent may provide service as a consultant to another district or educational agency, and/or undertake on a short-term basis writing, teaching, or speaking engagements. Any such service or undertaking must be consistent with Board Policies including, but not limited to, Board Policy 5:120. Before performing any such service or undertaking, the Superintendent will give the Board reasonable advanced notice of his request to do so. If a Board member objects to the request based on Board Policy, the Board will address the request and render a timely determination on whether to approve the request. If no objection is raised by the Board, the request will be deemed granted.

4. The Board and the Superintendent agree that it is in the best interest of the District for the Superintendent to continue to serve as the Chair of the National Academic Committee of the College Board, or in any other College Board capacity, provided that such participation is at no cost to the District.

D. STUDENT PERFORMANCE AND ACADEMIC IMPROVEMENT GOALS

The Superintendent acknowledges that this multi-year contract is a performance-based contract which includes the goals and indicators of student performance and academic improvement determined by the Board to measure the performance and effectiveness of the Superintendent as mandated under Section 5/10-23.8 of *The School Code*. As part of the Superintendent's annual performance evaluation, the parties shall meet to review the Superintendent's progress towards attainment of the student performance and academic improvement goals established by the Board. The goals and indicators of student performance and academic improvement will be a part of this Agreement as Appendix A.

The Board will review and assess the Superintendent's performance based upon the student performance and academic improvement goals set forth in Appendix A, and any other performance goals and objectives established by the Board.

This Agreement may be extended by mutual agreement of the Board and Superintendent only if the performance goals set forth in Appendix A are successfully attained by the Superintendent based upon the Board's review and assessment of the Superintendent's performance.

E. TERMINATION

This employment Agreement may be terminated by:

- (a) Mutual agreement;
- (b) Permanent disability;
- (c) Discharge for cause;
- (d) Retirement; or
- (e) Resignation, provided, however, the Superintendent shall provide the Board at least sixty (60) days advance written notice of the resignation.

1. Permanent Disability

The Board may terminate this Agreement for reasons of permanent disability or incapacity at any time after the Superintendent has exhausted his accumulated sick leave and vacation benefits and either has been absent from his employment for a continuous period of three (3) months or presents to the Board a physician's statement certifying that he 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 he so requests. The Board reserves the right to require the Superintendent to submit to a medical examination, either physical or mental, whenever the Board deems such necessary. Such examination shall be performed by a physician licensed to practice medicine in all its branches, who is selected and paid by the Board. The physician shall prepare a detailed report of the state of the Superintendent's physical and/or mental health and submit it to the Board of Education.

2. Discharge for Cause

Discharge for cause shall be for any conduct, act, or failure to act by the Superintendent which is detrimental to the best interests of the School District. Reasons for discharge for cause shall be given in writing to the Superintendent, who shall be entitled to notice and an opportunity to request a hearing before the Board to discuss such causes. If the Superintendent chooses to be accompanied by legal counsel, he shall be responsible for any costs involved. The Board hearing shall be conducted in closed session.

F. EVALUATION

The Board shall review the Superintendent's performance on an annual basis. The performance evaluation shall include, but not be limited to, the Superintendent's progress toward the attainment of the student performance and academic achievement goals set forth in Appendix A of the Agreement, administration of personnel, rapport with the Board and the community, and such other evaluation criteria or performance goals that may be established by the Board. The appraisal of the Superintendent's performance shall be provided in writing by the Board to the Superintendent. The Superintendent shall be responsible for notifying the Board of the responsibility to evaluate him no later than the February Board meeting each year.

G. LIQUIDATED DAMAGES

The parties agree that the cost of damages for when a Superintendent fails to complete the balance of a multi-year contract, are difficult to ascertain. As such, the liquidated damages herein are designed to compensate the Board for costs incurred in seeking a new Superintendent to complete the unexpired portion of the Agreement. As such, in the event that the Superintendent accepts another position during the term of this Agreement, the Superintendent agrees to pay the Board's incurred expenses for conducting a search for a new Superintendent up to a maximum amount of TWENTY-FIVE THOUSAND DOLLARS (\$25,000). This amount may be deducted from the Superintendent's salary, or at the discretion of the Board, paid in a lump sum payment by the Superintendent prior to his last day of employment.

H. 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.

I. NOTICE

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

J. 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. This Agreement contains all 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, 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 this ___ day of _____, 2022.

SUPERINTENDENT

**BOARD OF EDUCATION OF CONSOLIDATED
SCHOOL DISTRICT 181, DUPAGE AND COOK
COUNTIES, ILLINOIS**

Superintendent

By: _____
President

ATTEST: _____