

SUPERINTENDENT'S EMPLOYMENT CONTRACT FOR DR. MATT RICH

AGREEMENT ("Agreement" or "Contract") made this 24th day of October, 2024, between the **BOARD OF EDUCATION OF WINFIELD SCHOOL DISTRICT NO. 34, DUPAGE COUNTY, ILLINOIS** ("the Board,") and **DR. MATT RICH** ("the Superintendent.") Effective July 1, 2025, this Agreement supersedes and replaces all prior existing contracts and agreements between the Board and the Superintendent, including the June 2021 contract between the parties.

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 stated in the predecessor contract.

A. EMPLOYMENT AND COMPENSATION

1. **Salary and Term of Employment.** The Board hereby employs the Superintendent for two (2) years, commencing on July 1, 2025, and terminating on June 30, 2027. For the 2025-2026 Contract Year, the Superintendent shall be paid a base salary of \$226,600.00. For the 2026-2027 Contract Year, the Superintendent shall be paid a base salary of \$233,398.00. The payments for each Contract Year shall be in equal installments in accordance with the Board's rules governing payments for other administrative staff members in the District. For all Contract Years under this Contract, and solely at the Board's discretion, the Board may determine an allowable range of increase to the Superintendent's annual salary or provide an alternative form of compensation to the Superintendent (such as by discretionary bonus) by utilizing a range of increase from 0 - 6% over a particular Contract Year's salary.

The Board's action to increase the Superintendent's salary as set forth in the preceding sentence shall be an implementation of this provision and shall not constitute or require an amendment to this Contract. The term "Contract Year" shall refer to each period under this Contract commencing on July 1 and ending on June 30. The Superintendent hereby accepts employment upon the terms and conditions hereafter set forth.

2. **Teachers' Retirement System and Health Insurance Security Fund.** In addition to the annual salary and other compensation stated in this Agreement, the Board shall pay on behalf of the Superintendent his required member contributions on all creditable earnings to the State of Illinois Teachers' Retirement System ("TRS") defined pension plan and the Teachers' Health Insurance Security Fund ("THIS"). The contributions for TRS and THIS will be paid by the Board in addition to the salary set forth in paragraph A.1 and contributed by the Board to TRS and THIS on behalf of the Superintendent. The Superintendent shall not have any

right or claim to said amounts contributed by the Board on his behalf, except as they may become available at the time of retirement or resignation from the TRS and THIS.

However, if legislation is enacted that limits the employer's ability to perform 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 and THIS contribution equals the Board's total cost before enactment of such legislation. The Board's payment of such difference shall be in implementation of this provision of this Contract and shall not constitute or require an amendment to this Contract.

3. **Creditable Earnings.** The parties hereby agree that the Board makes no representations regarding the creditable earnings status with respect to any compensation received by the Superintendent pursuant to the terms of this Contract. Any and all determinations regarding creditable earnings, creditable service, and related TRS issues shall 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, the Superintendent shall hold and maintain a valid and properly registered license with necessary endorsements as issued by the Illinois State Educator Preparation and Licensure Board qualifying him to act as the Superintendent in the School District.

2. **Medical Examination.** The Superintendent shall 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. As a condition of employment, the Superintendent also agrees to comply with all health requirements established by law.

3. **Waiver of Tenure.** The Superintendent acknowledges that, pursuant to the *School Code*, he waives all rights to tenure in the School District only for the term of this multi-year Contract and any extension thereof.

4. **Periodic Database Re-Checks.** As required under Section 10-21.9 of the Illinois *School Code*, the Superintendent further acknowledges that the continuation of this Contract is contingent on the Board deeming acceptable the results of periodic re-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. The Board reserves the right to terminate this Contract should any required periodic re-check result in the Superintendent being deemed by the Board (in accordance with applicable law) unacceptable to work in the District.

5. **Employment Representations.** The Superintendent represents that he is not under contract with any other school district for any portion of the term covered by this Contract.

The Superintendent further represents that all information provided to the District in the process of application for employment was true, accurate and complete. The Superintendent understands that the Board has relied on the information the Superintendent 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 in the event any the information the Superintendent provided to the District during the application process is untrue, inaccurate, or demonstrably incomplete.

C. BENEFITS

1. **Automobile Reimbursement.** As it is expected that the Superintendent shall be required to incur travel expenses associated with the usage of the Superintendent's automobile for business related to the District, subject to and in accordance with the Board's travel and expense reimbursement policies and procedures, the District shall reimburse the Superintendent at the maximum IRS allowable mileage rate for all District related travel. Itemization shall be made by the Superintendent of all expenses incurred for mileage.

2. **Reimbursement of Business Expenses.** The Board shall reimburse the Superintendent in accordance with District procedures for reasonable monthly expenses incurred in the performance of the Superintendent's duties. Itemization shall be made by the Superintendent of all expenses incurred.

3. **Insurance.** The Board will provide the Superintendent with the following Board-paid benefits:

- a. Fully paid single or family hospitalization/medical insurance and dental insurance, as provided under any group program effective in the District;
- b. Liability indemnification and protection, as provided under the District's liability insurance policies;
- c. Term life insurance, in the amount of \$300,000, subject to all eligibility conditions of the District's group program carrier; and
- d. An annual physical exam at a cost not to exceed \$500 or the District's insurance deductible.

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

4. **Vacation.** The Superintendent shall be entitled to a paid vacation of 25 working days in each Contract Year, provided, however, that any vacation time in excess of five (5) consecutive school days shall be mutually agreed upon by the Board and the Superintendent. Vacation must be taken within the twelve-month period in which it was granted or will be forfeited and unavailable for use or compensation, provided, however, that up to five (5) vacation days may be carried over with the written approval of the Board. Any days permitted to be carried-over days must be used by the Superintendent within three years of the year in which the carry-over occurred or shall be lost and no longer available for use or compensation. However, at no time may the Superintendent have available for use more than 35 days of vacation. The Superintendent shall also be entitled to all legal and school holidays as designated on the District calendar. Winter, Spring, and Summer recess periods shall constitute working days unless specifically scheduled and credited toward the vacation days listed above. The Board shall not pay the Superintendent for any accrued, unused vacation days unless payment is required by law. At the termination of this Contract, any required vacation payment shall be made after the Superintendent's receipt of his final paycheck for regular earnings and after his last day of service.

5. **Sick and Personal Leave.** The Superintendent shall be granted paid sick leave, as defined in Section 24-6 of the *School Code*, in the same amount as the normal annual allotment provided the teachers under the Bargaining Contract between the Board and the Winfield Teachers' Association, which may be accumulated to a maximum of 355 days. The Superintendent shall be granted paid personal leave pursuant to the same terms of use as personal days are provided the teachers under the Bargaining Contract between the Board and the Winfield Teachers' Association.

6. **Professional Organizations.** Subject to prior approval of the Board, the Board shall pay for all dues and membership fees to a reasonable number of professional organizations.

7. **Professional Meetings Attendance.** 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 in accordance with the District's travel expense reimbursement policy, if applicable, and applicable law.

8. **Annuities and Deferred Compensation.** From the annual salary stated in paragraph A.1 of this Contract, the Superintendent may (1) annually defer compensation pursuant to and in accordance with the terms of an eligible deferred compensation plan as described in Section 457(b) of the *Internal Revenue Code* if adopted by the Board, and/or (2) authorize a salary reduction in order that the Board may purchase a 403(b) eligible product for the Superintendent as described in Section 403(b) of the *Internal Revenue Code*, in accordance with the Board's 403(b) Plan if offered, and provided that the Superintendent confirms that any deferrals and/or reductions are within *Internal Revenue Code* limitations. Nothing in this

Contract limits the Superintendent's participation in the TRS Supplementary Savings Plan (457(b) plan) at his own expense.

9. **Civic Organizations.** 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 the dues incurred through membership in such organizations.

10. **Religious Holidays.** The Superintendent shall be granted the religious holidays of Yom Kippur and Rosh Hashanah off from his duties to the District. The granting of these days off shall not count against the Superintendent's vacation, sick, or personal days as provided under this Contract. The Superintendent hereby agrees that he will take the appropriate steps to ensure that the District is properly managed while he is observing these religious holidays.

D. POWERS AND DUTIES

1. **Duties.** The Superintendent shall have charge of the administration of the schools under the direction of the Board; he shall be the chief executive officer for the Board; he shall recommend the selection, retention, and dismissal of, and direct and assign, teachers and other employees of the School District under his supervision; he shall organize and direct the administrative and supervisory staff; he shall make recommendations to the Board concerning the budget, building plans, location of sites, and the selection of textbooks, instructional material, and courses of study; he shall direct the keeping of all records and accounts, and aid in the making of all reports, as required by the Board; he shall recommend rules, regulations, and procedures deemed necessary for the welfare of the School District; and, in general, he shall perform all other duties incident to the office of the Superintendent as the Board may delegate to him or as required by law. The Superintendent shall be responsible for and deemed to have knowledge of, all of the policies, rules, and regulations established by the Board and shall comply with their requirements.

2. **Extent of Service.** The Superintendent shall devote his entire 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; 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. The Board hereby acknowledges that the Superintendent may keep any honorarium provided for these activities.

3. **Performance Goals and Indicators.** In accordance with the requirements of Section 10-23.8 of the *School Code* for multi-year employment contracts, the parties agree that performance goals for the Superintendent have been established with respect to student performance and academic improvement. Annually, the Superintendent, with the assistance of his

administrative team, shall: (1) evaluate student performance, including, but not limited to, student performance in standardized tests such as the Illinois Standardized Tests, successful completion of the curriculum, and attendance drop-out rates; (2) review the curriculum and instructional services; and (3) report to the Board on (a) their findings as to student performance, and (b) their recommendations, if any, for curriculum or instructional changes as a result of their evaluation of student performance. The Board shall use the reports as indicators to measure the Superintendent's successful completion of these performance goals, as well as Board members' own judgment as to whether the Superintendent has exhibited the leadership, guidance and effort needed to achieve the performance goals. The Board shall make this determination after an evaluation of the Superintendent and shall issue its determination in writing as a required condition of any extension of the term of this Contract.

The Board reserves the right, with input from the Superintendent, to modify or replace these performance goals in any Contract Year and/or to establish additional annual goals for the Superintendent that are not intended to be performance goals within the meaning of the *School Code*. The Board's decision to add or revise additional annual goals shall be in implementation of this provision of this Contract and shall not constitute or require an amendment to this Contract.

E. RENEWAL, EXTENSION, AND AMENDMENT OF CONTRACT

1. **Non-Renewal.** Notice of intent not to renew this Contract shall be given to the Superintendent by the Board by April 1 of the year in which the Contract expires (i.e., April 1, 2027). Said notice shall be in writing and state the specific reason for non-renewal. Failure to provide timely notice of non-renewal shall extend this Contract for one (1) additional year at the last salary stated in paragraph A.1. The Superintendent shall notify the President of the Board by mail on or before February 1 of the year in which the Contract expires (i.e., February 1, 2027) that the Board's failure to give the Superintendent a notice of intent not to renew shall extend this Contract for one (1) additional year. The failure of the Superintendent to give the required reminder notice to the Board shall waive any obligation of the Board under this paragraph to give its notice of intent by April 1. Within 10 days after receipt of a notice of intent not to renew this Contract, the Superintendent may request a closed session hearing on the dismissal. If requested, the Superintendent is entitled to such hearing.

2. **Renewal and Extensions.** Prior to the end of any year of this Contract, the Board and Superintendent may mutually agree to renew or extend the employment of the Superintendent for a multi-year period, provided that the performance goals and indicators set forth in paragraph D.3 of this Contract have been met. In such event, the Board shall take specific action to discontinue this Contract and enter into a new multi-year contract of employment.

3. **Amendment.** Other than as provided herein, any adjustment or modification made during the life of this Contract shall be in the form of a written amendment and shall

become a part of this Contract, but such adjustment or modification shall not be construed as a new contract with the Superintendent 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 by:

- a. Mutual agreement;
- b. Permanent disability (inability to perform essential job functions with or without accommodation);
- c. Discharge for cause; or
- d. Death of the Superintendent.

2. **Cause.** Discharge for cause shall be for any conduct, act, or failure to act by the Superintendent that, in the sole discretion of the Board, 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 a hearing before the Board to discuss such causes. If the Superintendent chooses to be accompanied by legal counsel, he shall bear any costs involved with this representation. The Board hearing shall be conducted in executive session.

G. EVALUATION

The Board and Superintendent agree that annually they shall mutually discuss and evaluate their working relationship, rapport, and understanding. By July 1 of each Contract Year, the Superintendent's performance shall be appraised by the Board and a written evaluation of that performance given to the Superintendent, except that, in the last year of this Contract, the Superintendent shall also be evaluated in February. As required under the *School Code*, the Board shall evaluate the Superintendent in his administration of school board policies and his stewardship of the assets of the District. The Superintendent's progress toward and attainment of the performance goals set forth in paragraph D.3 of this Contract may also be assessed. After such evaluation, the parties may schedule a meeting to review the evaluation and determine, if necessary, the terms and conditions of, and the performance goals for, the continued future employment of the Superintendent.

H. MISCELLANEOUS

1. **Notice.** Any notice required to be given under this Contract 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 at the administrative office of the District, as the case may be.

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 shall 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 the State of Illinois and shall be governed in accordance with the laws of Illinois in every respect. Any disputes, claim or lawsuits related to this Agreement or any other aspect of the Superintendent's employment shall be filed and/or otherwise resolved in the Circuit Court of DuPage County.

4. **Headings and Numbers.** Paragraph numbers and headings have been inserted for convenience of reference only, and if any conflict exists between the headings or numbers and the text of this Contract, the text shall control.

5. **Counterparts.** 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.

6. **Advice of Counsel.** Both parties have had the opportunity to seek advice of counsel concerning the drafting and terms of this Agreement.

7. **Entire Agreement.** This Contract and all its provisions are contractual in nature and set forth the entire agreement between the parties and supersede all prior agreements and any other understandings or statements made to the parties pertaining to the subject matter, terms, and conditions of this Contract. The parties agree that there are no other agreements, provisions, terms, conditions, warranties, or representations, whether expressed or implied, other than those expressly set forth in this Contract.

8. **Additional Acknowledgments.** The Board and Superintendent hereby agree that they have knowingly and voluntarily entered into this Contract, that they have had sufficient time in which to consider this Contract before signing it, and that they have read this Contract prior to its execution. The Parties further agree that this Contract has been drafted jointly and that there shall be no presumption against any one Party as the drafter.

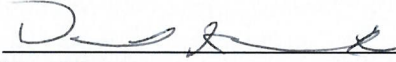
IN WITNESS WHEREOF, the parties have executed this Contract this 24th day of October 2024, upon formal approval by the Board at a duly convened meeting held this same date.

SUPERINTENDENT

**BOARD OF EDUCATION,
WINFIELD SCHOOL DISTRICT
NO. 34, DUPAGE COUNTY, ILLINOIS**

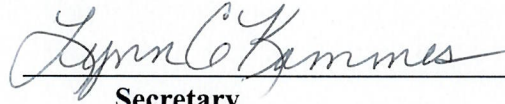


Dr. Matt Rich



President

ATTEST:



Secretary

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