SUPERINTENDENT'S CONTRACT

THIS CONTRACT by and between the BOARD OF EDUCATION, JOLIET TOWNSHIP HIGH SCHOOL DISTRICT NO. 204, WILL COUNTY, ILLINOIS (the "BOARD"), and DR. KARLA J. GUSEMAN ("SUPERINTENDENT"), has been approved at the meeting of the BOARD held on November 17, 2026. This performance-based Contract replaces and supersedes the employment contract currently in effect between the Board and Superintendent as of the commencement date of this Contract in Paragraph 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 achievement in the last contract.

IT IS AGREED:

1. **EMPLOYMENT** - The SUPERINTENDENT is hereby hired and retained from July 1, 2026, through and including June 30, 2031, and, as it may be later agreed to by the parties thereafter, as Superintendent of Schools and Chief Executive Officer of the School District.

2. **DUTIES** - The duties and responsibilities of the SUPERINTENDENT shall be those incidental to the office of the Superintendent of Schools, those set forth in the job description (or, those duties contained in Board Policy, as adopted, and which may be amended from time to time), the attainment of the student performance and academic improvement goals set forth in this Contract, those obligations imposed by the laws of the State of Illinois upon the SUPERINTENDENT, and to perform other professional duties customarily performed by a Superintendent of Schools as from time to time may be assigned to the SUPERINTENDENT by the BOARD. The SUPERINTENDENT shall have charge of the administration of the School District under the policies of the BOARD. She shall direct and assign, place and transfer all employees, and shall organize and administer the affairs of the School District as best serves the School District consistent with Board Policy. She shall from time to time suggest policies and procedures deemed necessary for the well-ordering of the School District. The BOARD reserves the right to reassign the SUPERINTENDENT to different duties from time to time during the term of this Contract, without a loss of contract term, pay and/or benefits.

3. **STUDENT PERFORMANCE AND ACADEMIC IMPROVEMENT** - This Contract is a performance-based contract linked to student performance and academic improvement of the schools within the District. The SUPERINTENDENT shall strive to meet the goals during the term of this Contract. The parties agree the goals and indicators below are linked to the student performance and academic improvement of the schools within the District.

Annually, the SUPERINTENDENT, with the assistance of her administrative team, shall (1) evaluate student performance, which shall include but not be limited to, student performance on standardized tests such as performance on the standardized tests required by state and/or federal law, completion of the curriculum, attendance, and drop-out rates; (2) review the curriculum and instructional services; and (3) report to the BOARD on her findings as to (a) student performance and (b) recommendations, if any, for curriculum or instructional changes as a result of her evaluation of student performance.

In addition, the parties shall annually, consider adoption of such other goals and indicators of student performance and academic improvement of the schools within the District as they deem necessary. Any additional goals and indicators agreed upon by both parties shall be included in the Contract as Exhibit A.

4. **SALARY** - In consideration of the annual salary of Two Hundred Ninety Thousand Five Hundred Forty Six Dollars and Sixty Eight Cents ($290,546.68) for the 2026-2027 contract year, and annual salaries in each subsequent contract year, pursuant to this paragraph, but no less than the annual salary in the immediately prior contract year, the SUPERINTENDENT agrees to devote such time, skill, labor and attention to her employment, during the term of this Contract, in order to faithfully perform the duties of Superintendent of Schools. If the Board provides a salary increase to the administration, the SUPERINTENDENT will be provided no less than the percentage increase that is given to the administrative staff. Salary shall be paid in equal installments in accordance with the BOARD policy governing payment of salary to other certificated members of the professional staff, less such amounts as provided for in this Contract, and other amounts required by law. Beyond what is provided within the Contract, the BOARD retains the right to adjust the annual compensation, salary, and/or fringe benefits of the SUPERINTENDENT during the term of this Contract, and thereafter, provided that any compensation, salary, and/or fringe benefits adjustment(s) shall not be lower than the annual compensation, salary, and fringe benefits paid by the BOARD in the preceding contract year. Any adjustment in salary and fringe benefits made during the life of this Contract shall be or presently is in the form of an amendment and shall become a part of this Contract; provided, however, that it shall not be considered that the BOARD has entered into a new agreement with the SUPERINTENDENT nor that the termination date of this Contract has been in any way extended. The BOARD and the SUPERINTENDENT, however, may enter into subsequent agreements or extensions of this Contract for additional periods of time, if all of the student performance and academic improvement goals set forth in this Contract have been met, both parties should agree, and said agreement is reduced to writing. A contract year is defined as each period between July 1 and the immediately following June 30 during this Contract.

5. **EVALUATION** - At least annually, but not later than April 1 of each school year, the BOARD shall review the SUPERINTENDENT'S progress toward established goals, attainment of the student performance and academic improvement goals set forth in this Contract, and working relationships with the BOARD, the total staff and the community and shall provide the SUPERINTENDENT with a written summary of that review.

6. **LICENSE** - The SUPERINTENDENT shall furnish to the BOARD, during the term of this Contract, a valid, appropriate, and properly registered license to act as Superintendent of Schools, in accordance with the laws of the State of Illinois and as directed by the BOARD.

7. **OTHER WORK** - With the prior agreement of the BOARD, the SUPERINTENDENT may undertake consultation work, speaking engagements, writing, teaching a college or university course, lecturing, or other professional duties and obligations. Provided, however, that this other work shall not interfere in a material and substantial manner with the SUPERINTENDENT'S obligations set forth in this Contract.

8. **DISABILITY** - Should the SUPERINTENDENT be incapable of performing her duties and obligations under this Contract by reason of illness, accident, or other disability, and that disability is continuous for a period of time in excess of accumulated sick and personal leave and vacation benefits due and owing the SUPERINTENDENT, the BOARD shall cause to be paid to the SUPERINTENDENT any benefits that may be payable under a contract of Long Term Disability Pay to be purchased by the BOARD at its sole expense. The Long-Term Disability contract shall provide an income continuation benefit equal to at least two-thirds (2/3) of the amount specified in Section 4 of this Contract, when coordinated with any other benefits to which the SUPERINTENDENT may be entitled, and shall insure the SUPERINTENDENT for the performance of her professional duties during the term of this Contract.

The limitations of pay in this section which exist after the exhaustion of sick and personal leave and vacation benefits shall not apply in cases of injuries sustained during the course of the SUPERINTENDENT'S employment which are compensable under any applicable Workers' Compensation Statute. In that case, in addition to any benefits provided under that law, the BOARD shall be obligated to make all payments specified in the preceding paragraph.

9. **TERMINATION OF AGREEMENT** - This Contract may be terminated prior to its expiration by:

A. Mutual agreement of the parties.

B. Resignation, provided, however, the SUPERINTENDENT gives the BOARD at least ninety (90) school days written notice of the proposed

resignation.

C. Discharge for cause. "For cause" shall mean 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 a hearing before the BOARD to discuss those 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 closed session. The BOARD will not arbitrarily or capriciously call for the dismissal of the SUPERINTENDENT.

D. Failure to comply with the terms and conditions of this Contract.

Nothing shall prohibit the BOARD from suspending the SUPERINTENDENT with or without pay pending completion of the requirements of these subsections (C) and (D). After the effective date of resignation or dismissal the SUPERINTENDENT shall not be entitled to further payments of compensation of any kind under this Contract, except that the SUPERINTENDENT shall be entitled to any vested benefits payable under the terms and provisions of the Illinois Teachers' Retirement System or by law.

10. **PROFESSIONAL ACTIVITIES** - The SUPERINTENDENT shall be encouraged to attend appropriate professional meetings and continuing education at the local, state and national levels. Within budget constraints, as approved by the BOARD, the costs of attendance shall be paid by the BOARD.

11. **VACATION** - The SUPERINTENDENT shall receive twenty (20) work days of vacation annually, exclusive of weekends, legal holidays, or other holidays as declared by the BOARD. Unused vacation days from one contract year may be carried over to the same extent allowed of other District office administrators. At no time shall the SUPERINTENDENT ever have more than fifty (50) accumulated vacation days. Winter, Spring and Summer student non-attendance periods will constitute work days unless specifically scheduled and credited toward the vacation set forth herein. Upon separation of employment, any and all unused vacation days shall be paid at the SUPERINTENDENT'S then current per diem pursuant to the law after the SUPERINTENDENT'S final work day and after receipt of the SUPERINTENDENT'S final paycheck for regular earnings.

12. **HOSPITALIZATION/MAJOR MEDICAL INSURANCE** - The BOARD will provide hospitalization, major medical, vision and dental insurance for the SUPERINTENDENT, her spouse and the dependent members (as defined by the contract of insurance then in effect) of her immediate family during the life of this Contract, in accordance with the basic insurance coverage

provided to professional administrative personnel, provided such coverage shall be coordinated with any other coverage held by the SUPERINTENDENT'S spouse or her eligible dependents. The SUPERINTENDENT shall be required to pay a portion of the premium cost for such coverage in the same amount required of full-time teachers pursuant to the terms of the negotiated agreement between the BOARD and the teachers' exclusive bargaining representative.

13. **TERM LIFE INSURANCE** - The BOARD shall provide and pay the premiums for a term life insurance policy for the SUPERINTENDENT during the term of this Contract in the face amount of the salary amount expressed in Section 4 rounded to the next thousand dollars.

14. **TRANSPORTATION EXPENSE** - As a condition of employment, the SUPERINTENDENT shall be required to provide, at her sole expense, a personally owned or leased automobile for use in her duties. The BOARD will reimburse the SUPERINTENDENT for documented expenses incurred for in- and out-of-district travel at the IRS rate in effect at the time the mileage is incurred. The SUPERINTENDENT shall submit appropriate substantiation of all expenses incurred in all business travel. The Superintendent shall pay for such use, including, but not limited to, license, sticker fees, fuel, repairs, parking, tolls and insurance.

15. **MEDICAL EXAMINATION** - At least once during the term of this Contract, the SUPERINTENDENT shall obtain a comprehensive medical examination, the cost of which shall be paid by the BOARD to a maximum of $500. A copy of the certificate of the physician certifying the physical ability of the SUPERINTENDENT to perform her essential job functions shall be given to the President of the BOARD. The physician performing the medical examination shall be one licensed to practice medicine in all of its branches and shall be chosen by the BOARD, or by mutual agreement of the BOARD and SUPERINTENDENT.

16. **MEMBERSHIP DUES** - The BOARD, upon proper substantiation, shall pay for all dues and membership fees for those organizations, including but not limited to the American Association of School Administrators and Illinois Association of School Administrators, to which the SUPERINTENDENT belongs with prior BOARD approval.

17. **DEFERRED COMPENSATION -** From the annual salary stated in paragraph 4 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 such deferrals and reductions are within Internal Revenue Code limitations. In addition to all other contributions to retirement plans made under this Contract and the salary stated in

paragraph 4 of this Contract, on behalf of the Superintendent, the Board shall make a non-elective employer contribution each contract year to a 403(b) eligible product in the amount of Four Thousand Five Hundred Dollars ($4,500.00). The annual contribution shall be made no later than July 15th during each contract year. The Superintendent has not had and shall not have the option to receive cash or any other form of compensation or benefit in lieu of this non-elective contribution.

18. **WAIVER OF TENURE** - By accepting the terms of this Contract, the SUPERINTENDENT waives all rights of tenure granted under the *Illinois School Code* only for the term of this Contract. The Superintendent shall not lose any previously acquired tenure credit with the district.

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

If to the BOARD, to:
BOARD OF EDUCATION
Joliet Township High School District No. 204
300 Caterpillar Drive
Joliet, IL 60436

If to the SUPERINTENDENT, to:
Dr. Karla Guseman
_____
_____

(or at the last address of the SUPERINTENDENT contained in official Business Office records of the BOARD).

20. **BUSINESS EXPENSES** - It is anticipated and agreed that the SUPERINTENDENT shall be required to incur certain personal expenses for the official business of the BOARD. As such, the BOARD agrees to reimburse the SUPERINTENDENT for any such expenses, incurred by her on behalf of the BOARD, subject, however, to the SUPERINTENDENT'S substantiation and the BOARD'S approval of such expenses.

21. **OTHER BENEFITS AND LEAVE** - The SUPERINTENDENT shall be allowed such other non-TRS creditable privileges, leaves, and fringe benefits not specifically enumerated as are extended to all other full-time licensed administrative personnel, except as otherwise set forth herein.

22. **TEACHERS' RETIREMENT SYSTEM CONTRIBUTION** - In addition to the gross compensation paid to the SUPERINTENDENT by the BOARD as expressed in Section 4, the BOARD shall pick up and pay on the SUPERINTENDENT'S behalf, the SUPERINTENDENT'S entire required contribution to the Illinois Teachers' Retirement System pursuant to the *Illinois Pension Code*.

It is the intention of the parties to qualify all such payments picked up and 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. The SUPERINTENDENT shall have no right or claim to the funds so remitted except as they may subsequently become available upon retirement or resignation from the Illinois Teachers' Retirement System. The SUPERINTENDENT does not have the option of choosing to receive the contributed amounts directly instead of having those contributions paid by the BOARD to the Illinois Teachers' Retirement System. These contributions are made as a condition of the SUPERINTENDENT'S employment for her future service, knowledge and experience.

23. **TEACHERS' HEALTH INSURANCE SECURITY FUND CONTRIBUTION** - The BOARD shall pick up and pay on behalf of the SUPERINTENDENT the SUPERINTENDENT'S entire contribution to the Teachers' Health Insurance Security ("THIS") fund. The BOARD shall remit this contribution to the Illinois Downstate Teachers' Retirement System ("TRS") as the fund's collection agent. Payments made by the BOARD to TRS under this section shall not be reportable to TRS as creditable earnings. The parties further agree that said payments shall be excluded from the SUPERINTENDENT'S taxable income pursuant to a private letter ruling issued to the IEA-NEA on April 8, 1996.

The BOARD and the SUPERINTENDENT make no commitment or guarantee that the BOARD'S payment of the contribution limit will continue to be excludable from the SUPERINTENDENT'S gross income for federal or state income tax purposes, or that any other federal or state tax treatment will apply.

Because neither party can represent what position the IRS, or any other government entity, will take with respect to these payments and withholdings, it is mutually agreed that each side will be responsible for any miscalculations for which it is legally responsible *without* indemnification or any other recourse from the other side. Both the BOARD and the SUPERINTENDENT expressly waive the right to seek indemnification or reimbursement from the other as the result of any government decision on the taxability of these amounts. In the event the IRS, or any other government entity, determines that the SUPERINTENDENT owes more taxes, he has no right to seek additional sums from the BOARD.

24. **PROFESSIONAL LIABILITY** - The District 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 agent and employee of the District provided the incident arose while the SUPERINTENDENT was acting within the scope of her employment and excluding criminal litigation and such liability coverage as is beyond the authority of the BOARD to provide under state law. In no case will individual BOARD members be considered personally liable for indemnifying the SUPERINTENDENT against such demands, claims, suits, actions and legal proceedings.

25. **MISCELLANEOUS**

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

B. Section headings and numbers have been inserted for convenience of reference only, and if there shall be any conflict between such headings or numbers and the text of this Contract, the text shall control.

C. 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.

D. 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.

E. This Contract shall be binding upon and inure to the benefit of the SUPERINTENDENT, her successors, assigns, heirs, executors, and personal representatives, and shall be binding upon, and inure to the benefit of the BOARD, its successors and assigns.

F. Both parties have had the opportunity to seek the advice of counsel.

G. Except as may otherwise be provided, no subsequent alteration, amendment, change, or addition to this Contract shall be binding upon the parties unless reduced to writing and duly authorized and signed by each of them.

H. The BOARD retains the right to repeal, change or modify any policies or regulations which it has adopted or may hereafter adopt, subject however, to restrictions contained in the *Illinois School Code* and other applicable law.

I. If any section, provision, paragraph, phrase, clause or word contained herein is held to be void, invalid or contrary to law by a court of competent jurisdiction, it shall be deemed removed herefrom, and the remainder of this Contract shall continue to have its intended full force and effect.

IN WITNESS WHEREOF, the parties 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 above written.

SUPERINTENDENT

_____
Dr. Karla J. Guseman

BOARD OF EDUCATION, JOLIET TOWNSHIP HIGH SCHOOL DISTRICT NO. 204, WILL COUNTY, ILLINOIS

By:_____
President

ATTEST:

_____
Secretary