

## **SUPERINTENDENT'S EMPLOYMENT AGREEMENT**

AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 2024, between the BOARD OF EDUCATION OF GENEVA COMMUNITY UNIT SCHOOL DISTRICT NO. 304, KANE COUNTY, ILLINOIS, hereinafter referred to as the "Board," and, Andrew J. Barrett, Ed.D, hereinafter referred to as the "Superintendent."

### **WITNESSETH**

#### **A. EMPLOYMENT AND COMPENSATION**

1. The Board hereby employs the Superintendent for three years commencing on July 1, 2024, and terminating on June 30, 2027. The Superintendent shall be paid an annual salary of Two Hundred Twenty-One Thousand Dollars (\$221,000.00), payable in equal installments in accordance with the rules of the Board governing payments of other administrative staff members in the District. The Superintendent's salary may be adjusted annually, at the sole discretion of the Board, after the Board's annual review and evaluation of the Superintendent's performance, including, but not limited to, the Board's assessment of the Superintendent's attainment of the identified performance goals as set forth in this Agreement, provided that any salary adjustment does not reduce the annual salary below the figure provided in the preceding contract year. Superintendent shall also receive a one-time retention payment of Four Thousand Dollars (\$4,000.00) upon acceptance of this Agreement; this amount shall not be considered as part of the Superintendent's base salary for the calculation of any future salary increases and shall not renew in future years. The Superintendent hereby accepts employment upon the terms and conditions set forth herein.
  
2. In addition to the annual salary stated in paragraph A.1 of 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 (and in satisfaction of) the Superintendent's statutorily required contribution to said Teachers' Retirement System applicable to the Superintendent's annual salary. In addition, the Board shall pay the Superintendent's required contribution to TRS for Teacher Retirees' Health Insurance (THIS). 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. Any salary or other adjustment or modification made during the life of this Agreement shall be in the form of a written amendment 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 this Agreement, the Superintendent shall hold a valid and properly registered license issued by the State of Illinois Teachers' Licensure Board qualifying him to act as Superintendent of the School District.
5. 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. Upon request, the Superintendent shall provide a certification to the Board of Education that the Superintendent is fit to perform his duties as Superintendent and has had an annual medical examination.
6. The Superintendent acknowledges that by accepting the terms of this multi-year Superintendent's Employment Agreement, the Superintendent waives all rights granted to him under Sections 24-11 through 24-16 of *The School Code* (105 ILCS 5/24-11 through 105 ILCS 5/24-16), including the right to tenure in the School District; for the term of this multi-year contract and/or any multi-year extension thereof. This shall not affect any tenure previously acquired in the District by Superintendent and he shall retain such tenure status and rights associated therewith.

B. BENEFITS

1. Subject to Board approval, the Board shall reimburse the Superintendent for expenses incurred by the Superintendent in the performance of his duties as Superintendent. The Superintendent shall submit monthly itemized statements to the Board for approval. Reimbursable mileage shall be at the applicable IRS rate for travel related to District business.
2. The Board will provide the Superintendent with the following benefits:
  - (a) 100% fully Board paid family insurance coverage under the District's group hospitalization and major medical plan.
  - (b) 100% fully Board paid family dental insurance coverage.
  - (c) Term life insurance in an amount equal to TWO HUNDRED THOUSAND DOLLARS (\$200,000) annually.

3. The Superintendent shall be entitled to a paid vacation of twenty-five (25) workdays in each Agreement year, exclusive of legal and school holidays. The Superintendent must notify the Board President in advance of any planned vacation and at least four (4) weeks in advance to obtain pre-approval for any request for vacation in excess of five (5) consecutive workdays. Christmas, Spring, and Summer recess periods shall constitute workdays unless specifically scheduled and credited toward the vacation days listed above. Up to ten (10) vacation days may be carried over from one year to the next. These ten (10) days are not to accumulate and only ten (10) days may be carried forward in any given year. Any other unused vacation days from the year in question shall be forfeited. However, upon termination of employment with the District, the Board shall pay the Superintendent for any remaining earned but unused and non-forfeited vacation days at the time of separation at the Superintendent's current per diem rate of pay (based on a 260-day work year). Said payment shall be made between thirty (30) and sixty (60) days after the termination of his employment in the District or after his last paycheck, whichever date is later.
4. The Superintendent shall be granted sick leave, as defined in Section 24-6 of *The School Code* of sixteen (16) workdays per year. Unused sick leave days may be accumulated to a maximum of three hundred forty (340) days. The Superintendent shall be granted three (3) paid personal leave days per contract year for personal business. Unused personal leave days shall not accumulate from year-to-year but shall be credited towards the Superintendent's accumulated sick leave.
5. The Board shall pay for all dues and membership fees to a reasonable number of professional organizations, including but not limited to the national, state, and local Association of School Administrators.
6. 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.
7. 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 actual and necessary expenses incurred shall be paid by the Board.

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 or required by law 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; 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. Student Performance and Academic Improvement Goals

The Superintendent acknowledges that pursuant to Section 10-23.8 of *The School Code*, this multi-year Agreement is subject to performance-based goals. As part of the annual evaluation, the parties shall meet to review the Superintendent's progress toward achievement of collaboratively developed goals that align with the District's Strategic Plan, promote academic improvement in the District, and/or other strategic initiatives as outlined in Exhibit A. These goals may be supplemented and amended from time to time by mutual agreement of the parties.

E. EVALUATION

The Board and Superintendent will review and assess the Superintendent's overall performance based upon the goals set forth above, as well as any other objectives established by the Board. Prior to March 1 of each year, the Board shall assess the Superintendent's performance and shall issue a formal 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 Superintendent's continued future employment. This Agreement may be extended upon mutual agreement of the Board and Superintendent at the end of any year of the Agreement, provided the Board determines that the Superintendent satisfactorily met the student performance and academic improvement goals set forth above in paragraph D.1.

F. TERMINATION

1. This employment Agreement may be terminated by:
  - a. Mutual agreement;

- b. Permanent disability;
  - c. Discharge for cause;
  - d. Expiration of its term; or
  - e. Death.
2. The Board may terminate this Agreement for reasons of permanent disability or incapacity at any time after the Superintendent has exhausted his sick leave pursuant to Illinois law and the terms of this Agreement, or 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 the Superintendent disabled. Such examination shall be performed by a physician licensed to practice medicine in all its branches, who is mutually selected and paid by the Board. The Superintendent expressly agrees that the physician shall prepare a detailed report of the state of his 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 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 such causes. If the Superintendent chooses to be accompanied by legal counsel, he shall bear any costs therein involved. The Board hearing shall be conducted in executive session.

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. 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**  
 \_\_\_\_\_ **2024.**

<b>SUPERINTENDENT</b>	<b>BOARD OF EDUCATION OF GENEVA COMMUNITY UNIT SCHOOL DISTRICT 304, KANE COUNTY ILLINOIS</b>
Andrew J. Barrett, Ed.D	President – Larry Cabeen
	ATTEST:  Vice President – Jacqueline Forbes

## EXHIBIT A

This Contract is a performance-based contract linked to student performance and academic improvement of the District. Annually the Superintendent, with the assistance of his administrative team, will (a) evaluate student performance, which may include but shall not be limited to student performance on standardized tests, completion of the curriculum, attendance and dropout rates; (b) review the curriculum and instructional services; and (c) report to the Board his findings as to (i) student performance and (ii) recommendations, if any, for curriculum or instructional changes as a result of the Superintendent's evaluation of student performance.

The presentation of the report to the Board shall constitute the achievement of this goal and indicator of student performance and academic improvement as required by this Contract and Section 10-23.8 of *The School Code*.