

AGREEMENT FOR SUPERINTENDENT
BETWEEN BOARD OF EDUCATION OF NEW BERLIN CUSD #16 AND
SUZANNE KELLER

This AGREEMENT made this 17TH day of NOVEMBER 2025 by and between The BOARD OF EDUCATION, NEW BERLIN COMMUNITY UNIT SCHOOL DISTRICT NO. 16, New Berlin, Illinois (hereafter referred to as "the Board") and SUZANNE KELLER (hereinafter referred to as "Superintendent"), ratified by a simple motion adopted at the regular meeting of the Board held on November 17, 2025 and as found in the minutes of that meeting.

IT IS AGREED:

1. EMPLOYMENT. Superintendent is hereby hired and retained from July 1, 2026 through and including June 30, 2031 as Superintendent of School for New Berlin Community Unit School District No. 16, New Berlin, Illinois. The contract year is July 1 through the immediately following June 30.
2. DUTIES. The duties and responsibilities of the Superintendent of this District shall be all those duties incident to the office of Superintendent as set forth in the Superintendent's Job Description and those obligations imposed by the law of the State of Illinois upon the Superintendent of Schools.
3. SALARY. In consideration of a salary of \$160,000.00 for the 2026-2027 contract year, the Superintendent hereby agrees to devote such time, skill, labor and attention to this employment, during the term of this Agreement, except as otherwise provided in this Agreement, and to perform faithfully the duties of Superintendent for this District as set forth in this Agreement. The annual salary for the subsequent contract years may be increased each contract year at the discretion of the Board. The annual salary shall be paid in equal installments in accordance with the policy of the Board governing payment of salary to other 12-month certificated members of the professional staff. Any adjustment in salary or benefits made during the life of this Agreement will be based upon a performance evaluation and shall be in the form of an amendment and shall become a part of this Agreement. It is provided, however, that by so doing, it shall not be considered that the Board has entered into a new Agreement with the Superintendent nor that the termination date of this Agreement has been in any way extended.
4. TRS. In addition to the annual salary stated in paragraph 3 of this Agreement, the Board shall pay all contributions on behalf of the Superintendent to the State of Illinois Teachers' Retirement System. The Superintendent shall 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 Teachers' Retirement System, and further

acknowledge that such contributions are made as a condition of employment to secure the Superintendent's future services, knowledge and experience.

5. **ACADEMIC IMPROVEMENT AND STUDENT PERFORMANCE GOALS.** This Agreement is, in accordance with 105 ILCS 5/10-23.8, 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 Agreement. The parties agree the following goals and indicators are linked to 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 Illinois Standards Achievement Tests, 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.

The acceptance of the report shall constitute recognition that the Superintendent has achieved the goals and indicators of student performance and academic improvement as required by Section 10-23.8 of the Illinois School Code.

Throughout the term of this Agreement, the Board and the Superintendent may, as necessary but no later than October 1 of each contract year, review the Board's goals, and in consultation with one another, may establish revised written performance goals.

6. **ANNUITIES.** By September 30th of each contract year, the Board will make a non-elective contribution of \$5,000 to the Superintendent's 403(b). Both parties acknowledge that the Superintendent has not had and shall not have the option to receive cash or any other form of compensation in lieu of this non-elective contribution.
7. **EVALUATION.** The evaluation tool used by the Board for each year must be mutually agreed upon by the Superintendent and Board by at least October 1 of each contract year. At least annually, but no later than February 1 of each contract year, the Board shall review the Superintendent's progress toward established goals and working relationships with the Board, Staff and Community; and shall provide the Superintendent with a written summary of that draft review. After completing its draft review, the Board shall give the Superintendent at least 30 days to respond to their evaluation before it is finalized. Finally, the evaluation shall be finalized by the Board, considering the Superintendent's response to the initial draft, no later than April 1 of each contract year and shall include goals for the next school year. The Board may consider and negotiate the Superintendent's annual compensation and benefits for the next fiscal year following the completion of the annual evaluation process.

8. RENEWAL/NONRENEWAL OF CONTRACT. During any year of this Agreement, the Board and Superintendent may mutually agree to extend the employment of the Superintendent for a multi-year period, provided that the performance goals and indicators set forth above 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.

Notice of intent not to renew this Agreement shall be given to the Superintendent by the Board no later than February 1 of the year in which the contract expires. 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. The Superintendent shall notify the President and Secretary of the Board by January 1 of the year in which this Agreement expires that failure of the Board to give the Superintendent said notice of intent not to renew shall extend this contract for one (1) additional year. Within ten (10) days after receipt of a notice of intent not to renew this Agreement, the Superintendent may request a closed session hearing on the nonrenewal.

Failure of the Superintendent to meet any goals set forth in this agreement shall not restrict the authority of the Board under law to provide the Superintendent with a new contract by affirmative action.

9. TERMINATION BY SUPERINTENDENT. The Superintendent may terminate this Agreement by providing written notice by certified mail, return receipt requested, to the President of the Board of Education on or before April 1 effective on June 30th of the final contract year. The Superintendent shall serve by regular mail her notice of termination to all other Board members. The Superintendent must serve until June 30th of the school year and may not terminate the contract effective mid-year.
10. LICENSURE AND REQUIREMENTS. The Superintendent shall furnish to the Board throughout the term of this Agreement, a valid and appropriate license to act as Superintendent of Schools in accordance with the laws of the State of Illinois and the regulations of the State Board of Education. Additionally, the Superintendent must, at all times throughout this contract, meet the requirements of a licensed educator as determined by the laws of the State of Illinois and the regulations of the State Board of Education.
11. CRIMINAL RECORDS CHECK. Pursuant to 105 ILCS 5/10-21.9, Boards of Education are prohibited from knowingly employing a person who has been convicted of committing or attempting to commit the named crimes therein. If the fingerprint-based criminal records check required by Illinois law is not completed at the time this Agreement is signed, and any subsequent investigation or report reveals there has been such a conviction, this Agreement shall immediately become null and void.
12. WAIVER OF TENURE. By accepting this Agreement, the Superintendent waives any right to acquire tenure in the District under Sections 24-11 through 24-16 of the *Illinois School Code*,

as may be amended from time to time.

13. **DISCHARGE FOR CAUSE.** Throughout the term of this Agreement, the Superintendent shall be subject to discharge for cause provided, however, that the Board does not arbitrarily or capriciously call for dismissal and that the Superintendent shall have the right to service of written charges, notice of hearing, and a full due process hearing before the Board at which the Board shall have the burden of going forward with evidence of material and substantial breach constituting just cause. The Superintendent shall have five (5) days to respond to the written charges before any hearing. The Superintendent may request and shall receive copies of school records that are related to the charges. If the Superintendent chooses to be accompanied by counsel at such hearing, all such personal expenses shall be paid by the Superintendent. Failure to comply with the terms and conditions of this Agreement shall also be sufficient cause for purposes of discharge as provided in this Agreement. However, any failures based on Section 5 of this Agreement cannot be the cause for discharge unless the Superintendent has been provided with notice and an opportunity to correct the alleged violation. Notice and an opportunity to correct may be in the form of the Superintendent's evaluation consistent with Section 7 of this Agreement. This provision shall not be construed as an election of remedies nor to limit the Superintendent's right of review of the Board's action.
14. **DISABILITY.** Should the Superintendent be unable to perform the duties and obligations of this Agreement, by reason of illness, accident or other cause beyond the Superintendent's control and such disability exists for a period of more than thirty (30) workdays after the exhaustion of accumulated sick leave days and vacation days during the school year, the Board, in its discretion, may make a proportionate deduction from the salary stipulated. If such disability is permanent, irreparable, or of such nature as to make the performance of Superintendent's duties impossible, the Board, at its option, may terminate this Agreement, whereupon the respective duties, rights, and obligations of the parties shall terminate. The Superintendent agrees to submit to a fitness for duty examination required by the Board by a mutually agreed upon doctor and at the Board's cost at any time upon request of the Board.
12. **REFERRALS TO SUPERINTENDENT.** The Board collectively and individually shall refer promptly all criticisms, complaints and suggestions called to their attention to the Superintendent for study and recommendation.
13. **PROFESSIONAL ACTIVITIES.** Superintendent shall be encouraged to attend appropriate professional meetings at the local, state and national levels. Within budget constraints, such costs of attendance shall be paid by the Board.
14. **NOTICE.** Any notice or communication permitted or required under this Agreement shall be in writing and shall become effective on the day of mailing thereof by registered or certified mail, addressed:

If to the Board, to:

If to the Superintendent, to:

President, Board of Education
New Berlin Community Unit School District No. 16
600 N. Cedar
New Berlin, IL 62670

Suzanne Keller
Address on File

15. VACATION, SICK AND PERSONAL LEAVE. The Superintendent shall receive fifteen (15) workdays of vacation annually, exclusive of legal holidays and student vacation days scheduled during the school attendance year. Vacation shall be taken subject to the approval of the Board, when desiring to take six (6) or more days consecutively, and shall be taken within the contract year in which it is earned and shall not be cumulative or be carried over. At the end of each contract year, unused vacation days shall accumulate as sick days to the maximum cumulation which is described below. The Superintendent shall be entitled to fifteen (15) workdays of sick leave annually. Earned sick leave may accumulate to a maximum of 200 workdays. The Superintendent shall receive three (3) workdays of personal leave annually and shall be taken within the contract year in which it is earned and shall not be cumulative or be carried over. At the end of each contract year, unused personal days shall accumulate as sick days to the maximum cumulation which is described above.
16. HEALTHCARE COVERAGE. The Board has offered to provide the Superintendent with major medical insurance for the Superintendent and the Superintendent has refused coverage.
17. TRANSPORTATION EXPENSES. The Board shall pay monthly mileage at the rate determined by the IRS for transportation cost of Superintendent outside of transportation to and from Superintendent's residence.
18. MEMBERSHIP DUES. The Board shall pay the cost of the Superintendent's annual membership dues in up to two (2) organizations such as: American Association of School Administrators, Illinois Association of School Administrators, National Association of School Business Officials, Illinois Association of School Business Officials, Illinois Association for Pupil Transportation, National Association of Educational Negotiators, and Illinois Association of Educational Negotiators
19. MISCELLANEOUS.
 - 19.1 This Agreement has been executed in Illinois and shall be governed in accordance with the laws of the State of Illinois in every respect. It is understood and agreed by the parties that if any part, term or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

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

19.3 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.

19.4 This Agreement contains all of 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 concerning such subject matter whether oral or written. Except as may otherwise be provided herein, no subsequent alteration, amendments, change or addition to this Agreement shall be binding upon the parties unless reduced in writing and duly authorized and signed by each of the parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in their respective names and in the case of the Board, by its President, on the day and year first written above.

MRS. SUZANNE KELLER

BOARD OF EDUCATION,
NEW BERLIN CUSD #16

Superintendent

President

ATTEST:

Secretary

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