

## SUPERINTENDENT EMPLOYMENT CONTRACT

THIS SUPERINTENDENT EMPLOYMENT CONTRACT, is made as of the 8th day of January, 2025, by and between the BOARD OF EDUCATION, CENTER CASS SCHOOL DISTRICT NO. 66, DuPage County, Illinois (the “Board”), and DR. ANDREW S. WISE (the “Superintendent”), has been approved by action of the Board at a meeting held on January 8, 2025, and such action is reflected in the Minutes of said meeting.

This performance-based Contract replaces and supersedes the employment contract, and all applicable amendments, 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 improvement in the last contract.

1. **Employment.** Dr. Andrew S. Wise is hereby hired and retained as Superintendent of Schools and Chief Executive Officer of Center Cass School District 66. In accordance with the *Illinois School Code* (105 ILCS 5/10-23.8) the term of this contract shall be from July 1, 2024 through and including June 30, 2029.

2. **Employment Duties.** The duties and responsibilities of the Superintendent shall be all those duties and obligations: (a) incident to the office of the Superintendent as set forth in the job description; (b) necessary to implement Board policy, as adopted and amended from time to time; (c) imposed by laws of the State of Illinois upon the Superintendent; (d) the attainment of the student performance and academic improvement goals set forth in this Contract; (e) the attainment of annual personal performance goals approved by the Board each year, and (f) such other reasonable duties and obligations as may be assigned to the Superintendent by the Board.

In addition to the foregoing, the Superintendent shall have charge of the Administration of the School District under the policies of the Board. The Superintendent 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. He shall from time to time suggest policies and procedures deemed necessary for the well-ordered operation and administration of the School District.

The Superintendent hereby agrees to devote such time, skill, labor and attention to this employment, as is required in order to perform faithfully the duties of Superintendent as set forth in this Contract.

3. **Student Performance and Academic Improvement.** In accordance with 105 ILCS 5/10-23.8, this Contract is a performance-based contract. Annually, the Superintendent, with the assistance of his 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, and attendance; (2) review the curriculum and instructional services; (3) review and update the District's technology plan; and (4) report to the Board on his findings as to (a) student performance and (b) recommendations, if any, for curriculum, technology, or instructional changes as a result of his evaluation of student performance.

In addition, annually, not later than the October 31<sup>st</sup> of each contract year, the Parties may adopt such other goals and indicators of student performance and academic improvement as the Parties deem necessary. Said additional goals, if necessary, shall be attached as Exhibit A and incorporated herein this Paragraph 3 upon adoption by the Parties. The Board's and

Superintendent's decision to add or revise performance goals shall be in implementation of this provision of this Contract and shall not constitute or require an amendment to this Contract.

4. **License.** The Superintendent shall furnish to the Board during the term of this Contract, a valid, appropriate license to act as Superintendent of Schools, in accordance with the laws of the State of Illinois and as directed by the Board.

5. **Superintendent Evaluations.** The Board and Superintendent agree that there shall be an evaluation of the Superintendent's performance under this Contract on an annual basis. Said evaluation shall be based on, but not limited to, the Superintendent's achievement of goals and objectives of the Board and consistent with the School District's mission statement (the "Superintendent's Goals"). Said evaluation shall also consider, but not be limited to, examination of the establishment and maintenance of educational goals, administration of personnel, rapport with the School Board and administrators, presentation of a balanced budget to the Board, and such other factors of appraisal as may be established by the Parties. The performance of the Superintendent shall be appraised by the Board and a written evaluation of that performance may be given to the Superintendent. The Parties may elect to meet and confer on the evaluation prior to the preparation of the formal evaluation. Failure to complete the evaluation shall not prevent termination or non-renewal of this Contract.

6. **Salary.** For the 2024-2025 contract year the Superintendent's base annual salary shall be Two Hundred Twenty-Seven Thousand Eight Hundred Ten Dollars (\$227,810). For each subsequent contract year, the Superintendent's salary shall be increased by such amount that provides the Superintendent with a six percent (6%) increase in TRS creditable earnings over the Superintendent's TRS creditable earnings in the immediately prior contract year. Beginning with

the 2025-26 contract year, notwithstanding anything in this Contract to the contrary the Superintendent's total TRS creditable earnings shall not increase by more than six percent (6%) over the prior contract year's total TRS creditable earnings. The Superintendent's salary shall be paid in equal installments in accordance with the policy of the Board governing payment of salary to other licensed members of the Administrative staff, less amounts as provided for in this Contract, if any, and other amounts as may be required by law.

7. **Vacation**. The Superintendent shall receive forty (40) work days of vacation on July 1 of each contract year, exclusive of weekends and legal holidays and school year holidays approved by the Board. Vacation days shall be available immediately at the beginning of each fiscal year. Vacation may accumulate up to fifty (50) days. Annually, before June 30<sup>th</sup> each contract year, the Superintendent may exchange up to thirty (30) unused days of vacation for a payment at his then per diem rate for each unused day. Provided, however, with the exception of the 2024-2025 contract year, vacation days may only be redeemed for cash payment to the extent such redemption will not cause the Superintendent to receive a total annual increase in TRS creditable earnings of more than six percent (6%) over the prior contract year.

8. **Hospitalization/Medical Insurance**. The Board shall provide and pay the premiums for group hospitalization and major medical insurance for the Superintendent and the eligible dependent members of his immediate family during the term of this Contract in accordance with the basic insurance coverage provided by the Board to all licensed members of the administrative staff. The Superintendent shall be responsible for the portion of the premium not paid by the Board.

9. **Life Insurance.** The Board shall provide and pay the premiums for term life insurance for the Superintendent during the term of this Contract in the amount of Two Hundred Thousand Dollars and no/100 cents (\$200,000.00). The Board shall assign the ownership of the term life insurance to a person or trust designated by the Superintendent, and upon termination of this Contract shall allow said owner or trust to continue said life insurance then at its (or his) own expense.

10. **Disability Insurance.** The Board shall provide and pay the premiums for disability insurance for the Superintendent during the term of the Contract to ensure the Superintendent's receipt of his annual salary is provided for the duration of the Contract.

11. **TRS/THIS Contributions.** In addition to the salary specified above and all other creditable earnings within this Contract, the Board shall pay the Superintendent's entire required TRS and THIS contributions to the Illinois Teachers' Retirement System, in addition to any other amounts due on creditable earnings of the Superintendent pursuant to the rules and regulations of the Illinois Teachers' Retirement System.

It is the intention of the Parties to qualify 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. 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.

However, if legislation is enacted that limits the Board's ability to perform its obligations or otherwise reduces 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 and Superintendent's implementation herein shall be in implementation of this provision of the Contract and shall not constitute or require an amendment to the Contract.

12. **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 the required fingerprint-based criminal background investigation of the Superintendent is not completed at the time this Contract is signed, and the subsequent investigation report reveals that there has been a prohibited conviction, this Contract will immediately become null and void.

13. **Other Benefits, Leave**. The Superintendent shall be allowed such other non-TRS creditable privileges, leaves, sick leave and fringe benefits not specifically enumerated as are extended to all other licensed and/or administrative personnel; however, the Superintendent shall receive five (5) days of personal leave annually and may carryover one (1) unused day of personal leave for use during the following contract year. No more than two unused personal days may be converted to sick days at the end of each contract year. During winter and spring break, the Superintendent, with the approval of the Board President, shall have the option of attending to his duties away from school grounds without use of vacation or other leave. Upon execution of this Contract, the Superintendent shall receive a one-time grant of fifty (50) sick days in addition to his normal annual allotment.

14. **Reimbursement of Other 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 him on behalf of the Board, subject, however, to the Board's approval of such expenses. Superintendent agrees to maintain such records as may be required by Employer to verify the expense for tax or other purposes.

15. **Professional Activities.** The Superintendent shall be encouraged to attend appropriate professional meetings and continuing education programs at the local, state and national levels. Within budget constraints, as approved by the Board, such costs of attendance shall be paid by the Board.

16. **Other Work.** With 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 such other work shall not interfere with the Superintendent's principal obligations as set forth herein.

17. **Termination of Contract** - This Contract may be terminated by:

- A. Mutual agreement of the Parties.
- B. Retirement.
- C. Resignation, provided, however, the Superintendent gives the Board at least ninety (90) days written notice of the proposed resignation.
- D. 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 and shall include, but not be limited to, the reasons and causes set forth in the *Illinois School Code* (105 ILCS 5.19-22.4). Reasons for discharge for cause shall be given in writing to the Superintendent, who shall be entitled to appear before the Board to discuss

those causes. If the Superintendent chooses to be accompanied by legal counsel, he shall bear any costs therein involved. Any such discussion with the Board shall be conducted in closed session.

- E. Failure to comply with the terms and conditions of this Contract.
- F. Failure to attain the student performance and academic improvement goals set forth in this Contract.
- G. The Superintendent's permanent disability or incapacity, at any time after the Superintendent has exhausted his accumulated sick and vacation leave 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 note 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 selected and paid for by the Board.

Nothing shall prohibit the Board from suspending the Superintendent without pay pending completion of the requirements of this section. After the effective date of 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.

18. **Waiver of Tenure Rights.** By accepting the terms of this Contract, the Superintendent waives all rights of tenure granted under Section 24-11 through 24-16 of the *Illinois School Code* during the term of this Contract.

19. **Miscellaneous Provisions.**

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

19.2 Paragraph 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, that text shall control.

19.3 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.

19.4 This Contract contains all the terms agreed upon by the Parties with respect to the subject matter of this Contract and supersedes and voids all prior Contracts, arrangements and communications between the Parties concerning such subject matter, whether oral or written.

19.5 This Contract shall inure to the benefit of and be binding upon the Board, the Superintendent, and their respective heirs, representatives, successors and assigns.

19.6 If any of the terms or provisions of this Contract are determined to be invalid or unenforceable, including, but not limited to, any terms or provisions relating to

the term or duration of this Contract or any compensation paid thereunder, then that term or provision shall be deemed to have been deleted or (in the case of any term or provision relating to the term or duration of this Contract or any compensation paid thereunder) modified to reflect the maximum term, duration or amount of compensation allowed for similar Contracts, and the remainder of this Contract shall not be affected thereby.

IN WITNESS WHEREOF, the Parties have caused this Superintendent Employment 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 set forth above.

SUPERINTENDENT

BOARD OF EDUCATION, CENTER  
CASS SCHOOL DISTRICT NO. 66,  
DUPAGE COUNTY, ILLINOIS

\_\_\_\_\_  
DR. ANDREW S. WISE

By: \_\_\_\_\_  
President, Board of Education

ATTEST:

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Secretary, Board of Education