

SUPERINTENDENT EMPLOYMENT CONTRACT 2026-2029

THIS AGREEMENT is made on _____, 2025, between **CHRISTY BROWN** and the **BOARD OF EDUCATION OF HARRISON SCHOOL DISTRICT NO. 36, MCHENRY COUNTY, ILLINOIS** (“the Board”) (collectively, “the parties”).

A. EMPLOYMENT AND COMPENSATION

1. Salary and Term of Employment. The Board employs Brown as Superintendent for a multi-year period of three (3) years, beginning July 1, 2026, and terminating June 30, 2029. Brown’s base salary will be \$130,000 for the 2026-2027 contract year, \$135,200 for the 2027-2028 contract year, and \$140,608 for the 2028-2029 contract year.

“Contract years” under this Contract are from July 1 through the following June 30. Brown’s salary will be payable in equal installments in accordance with the rules of the Board governing payments of other administrative staff members in the District. The Parties acknowledge and agree that this Contract is a performance-based multi-year contract as provided for and defined in Section 10-23.8 of the Illinois *School Code*. Brown accepts employment upon the terms and conditions set forth in this Contract.

2. Teachers’ Retirement System and Health Insurance Security Fund. In addition to the annual salary stated in Section A.1 and all other creditable earnings within the Contract, the Board will pick up and pay on behalf of Brown to the State of Illinois Teachers’ Retirement System (“TRS”) and the Teacher Health Insurance Security Fund (“THIS”) Brown’s required member contribution on creditable earnings to the defined-benefit pension plan and THIS Fund. Brown has no right or claim to this amount, except as it may become available at the time of retirement or resignation from the TRS. Brown does not have the option of choosing to receive the contributed amounts directly, instead of having such contributions paid by the Board to the TRS and the THIS Fund and further acknowledge that such contributions are made as a condition of employment to secure Brown’s future services, knowledge, and experience. It is the parties’ intent to qualify all such payments picked up and paid by the Board on Brown’s behalf as employer payments pursuant to Section 414(h) of the *Internal Revenue Code of 1986*, as amended.

3. Creditable Earnings. The Board makes no representations regarding the creditable earnings status of any compensation received by Brown pursuant to the terms of this Contract. Any and all determinations regarding creditable earnings, creditable service, and related TRS issues will 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, and as a condition of continued employment, Brown will hold and maintain a valid and properly registered professional educator license issued by the Illinois State Educator Preparation and Licensure Board, with the necessary endorsement(s) qualifying her to act as Superintendent in the District.

Brown also will satisfy any other license renewal and training and prequalification requirements necessary to enable her to legally evaluate licensed staff members.

2. Health Examination. Brown will 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. Brown also agrees to comply with all health requirements established by law.

3. Waiver of Tenure. Pursuant to the Illinois *School Code*, Brown waives all rights to tenure in the District during the term of this multi-year Contract.

4. Periodic Database Re-Checks. The Board reserves the right to terminate this Contract should any required periodic re-check of the Statewide Sex Offender Database and the Statewide Murderer and Violent Offender Against Youth Database result in Brown being deemed by the Board (in accordance with applicable law) unacceptable to work in the District.

5. Employment Representations. Brown represents that she is not under contract with any other employer, including but not limited to school districts or cooperatives, for any portion of the term covered by this Contract. Brown further represents that all information provided to the District in the process of application for employment was true and complete. Brown understands that the Board relied on the information Brown provided in the application process in making its decision concerning employment and that the Board reserves the right to terminate this Contract if any information Brown provided during the application process is untrue, inaccurate, or demonstrably incomplete.

C. BENEFITS

1. Cell Phone. The Board has determined that, by virtue of her job duties, Brown needs to be immediately reachable by the Board and other District administrators and staff in the event of emergencies outside normal work hours and/or when Brown is away from the District. Accordingly, the Board will provide Brown a cell phone and pay Brown's monthly cell phone bills. The Board makes such payments for a business purpose, and not for purposes of compensation of Brown; however, Brown may use the phone for both District and personal business in accordance with IRS guidelines. Upon termination or expiration of this Contract, Brown will provide all data related to the District on Brown's cell phone. Brown hereby understands and acknowledges that District information contained on her cell phone may be the District's property and may be subject to a FOIA request. The Board or its designee may request the electronic data related to the District on Brown's cell phone, and Brown will retain and promptly provide the requested information.

2. Insurance. The Board will provide and pay the premiums for Brown for employee + spouse coverage under the hospitalization/medical insurance, vision, and dental insurance group programs in effect in the District during the term of this Contract, to the extent she chooses to enroll.

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

3. Vacation. Brown is entitled to paid vacation of 20 working days in each contract year. Brown is to ensure that her vacation is taken at times that are not disruptive to the operations of the District and that at least one administrator remains on duty on all student attendance days. Any vacation time of more than three (3) consecutive school days is subject to mutual agreement by the Board President and Brown. Vacation must be taken within the 12-month contract year in which it was granted; any unused vacation days at the end of the contract year are forfeited and do not carry over. Without use of vacation days, Brown also is entitled to pay for all legal holidays as designated on the District calendar. Winter, Spring, and Summer breaks are workdays unless specifically scheduled and deducted from the vacation days listed above. If any earned vacation days must be paid to Brown upon her departure from the District, the payment required by law will be made after Brown's last day of service and after her receipt of final paycheck for regular earnings and, as such, is not intended to be part of Brown's creditable earnings for that contract year.

4. Sick Leave. Brown is granted paid sick leave, as defined in Section 24-6 of the *School Code*, of 13 workdays per contract year, which may be accumulated up to 340 days.

5. Personal Leave. Brown also is granted two (2) personal leave days, which may be used for sick leave or other purposes, each contract year. Unused personal days will accrue as sick days in accordance with TRS guidelines.

6. Membership Dues. With prior approval of the Board President, Brown will be reimbursed for up to \$3,000 in dues and membership fees to appropriate professional and civic organizations.

7. Professional Meetings Attendance. Brown is expected to attend appropriate professional meetings at the local and state levels. All reasonable expenses actually and necessarily incurred by Brown will be paid by the Board in accordance with the Board's travel and expense reimbursement policy and procedures and applicable law. Additionally, the Board will pay for Brown to attend one (1) required Administrator Academy workshop annually. Brown is to ensure that her attendance at such meetings is at times that are not disruptive to the operations of the District and that at least one administrator remains on duty on all student attendance days.

8. Annuities and Deferred Compensation. From the annual salary stated in Section A.1 of this Contract, Brown may (1) annually defer compensation pursuant to and in accordance with the terms of an eligible deferred-compensation plan as described in Section 457 of the *Internal Revenue Code*, if adopted by the Board, or (2) authorize a salary reduction in order that the Board may purchase a 403(b)-eligible product for Brown as described in Section 403(b) of the *Internal*

Revenue Code, in accordance with the Board’s 403(b) Plan if offered and the *Internal Revenue Code*, and provided that Brown confirms that any deferrals and/or reductions are within *Internal Revenue Code* limitations. Nothing in this Contract limits Brown’s ability to participate in the TRS Supplementary Savings Plan (457 plan) at her own expense.

D. POWERS AND DUTIES

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

2. Extent of Service. Brown will devote her entire time, attention, and energy to the business of the District and related professional activities. With the permission of the Board President, Brown 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; and lecture and engage in writing activities and speaking engagements. Brown may not jeopardize the functioning of the District by any lengthy and conspicuous absence for such professional activities.

3. Performance Goals and Indicators. Annually, Brown, with the assistance of her administrative team, will: (1) evaluate student performance (including but not limited to student performance in standardized tests), successful completion of the curriculum, and attendance drop-out rates; (2) review the curriculum and instructional services; and (3) report to the school board on her findings as to (a) student performance and (b) her recommendations, if any, for curriculum or instructional changes following her evaluation of student performance. The presentation of the report, in a form satisfactory to the Board, constitutes the achievement of the goals and indicators of student performance and academic improvement as required by Section 10-23.8 of the Illinois *School Code*.

The Board reserves the right, with input from Brown, to modify or replace the performance goals and indicators in any contract year and/or to establish additional annual goals for Brown that are not intended to be performance goals within the meaning of the *School Code*.

E. RENEWAL, EXTENSION, AND AMENDMENT OF CONTRACT

1. Non-Renewal. Notice of intent not to renew this Contract will be given to Brown by the Board by April 1 of the contract year in which the Contract expires. This notice will be in writing and state the specific reason for non-renewal. Failure to provide timely notice of non-renewal will extend this Contract for one (1) additional school year. Brown will notify the President and Secretary of the Board by March 1 of the contract year in which the Contract expires that failure of the Board to give Brown said notice of intent not to renew will extend this Contract for one (1) additional school year. The failure of Brown to give the required reminder notice to the Board constitutes a waiver of the obligation of the Board to give its notice of intent by April 1. Within 10 days after receipt of a notice of intent not to renew this Contract, Brown may request a closed-session hearing on the dismissal. If requested, Brown is entitled to a hearing.

2. Renewal and Extensions. Prior to the end of any year of this Contract, the Board and Brown may mutually agree to renew or extend Brown's employment, provided that the performance goals and indicators set forth in Section D.3 of this Contract have been met. In that event, the Board will take specific action to discontinue this Contract and enter a new contract of employment.

3. Amendment. Any salary or other adjustment or modification made during the life of this Contract will be in the form of a written amendment and will become a part of this Contract, but such adjustment or modification is not to be construed as a new contract with Brown or as an extension of the termination date of this Contract. No amendment is binding on the parties unless it is in writing and duly authorized and signed by both parties.

4. Resignation and Liquidated Damages. If Brown resigns prior to June 30, 2029, it would cause the Board inconvenience, expense, and damages that are difficult for the parties to quantify. The Board and Brown therefore agree that, if Brown resigns during the term of this Contract, she will pay the Board \$15,000 as liquidated damages and not as a penalty. Brown will pay this amount to the Board within 60 days of the effective date of her resignation.

F. TERMINATION

1. Grounds for Termination. This Contract may be terminated during its term:

- a. By mutual agreement, in writing;
- b. Upon Brown's permanent disability (inability to perform essential job functions with or without accommodation);
- c. Via discharge for cause; or
- d. Upon the death of Brown.

2. Permanent Disability. For purposes of Section F.1.b of this Contract, Brown will be considered permanently disabled if: (a) Brown exhausts her accumulated sick, personal, and vacation leave and has been absent from her employment or otherwise unable to perform the essential job functions with or without accommodation for a continuous period of 90 days; (b) Brown presents to the Board a physician's statement certifying that she is permanently disabled

or incapacitated; or (c) the Board deems the Superintendent permanently disabled after a Board-required physical or mental examination. Brown is entitled to a hearing before the Board if she so requests.

3. Cause. For purposes of Section F.1.c of this Contract, “cause” means any conduct, act, or failure to act by Brown that is detrimental to the best interests of the District. Reasons for discharge for cause will be given in writing to Brown, who is entitled to notice and a hearing before the Board to discuss such causes. If Brown chooses to be accompanied by legal counsel, she will bear any costs involved with this representation. The Board hearing will be conducted in executive session.

4. Effects of Termination. Upon termination of this contract, no further compensation or benefits afforded under these contractual provisions will be paid to Brown or any third party on her behalf, unless otherwise provided by law and/or agreement of the parties. This provision does not restrict the right of beneficiaries of Brown to receive compensation or benefits for which they may be eligible under any District insurance policy or plan provided under the terms of this contract.

G. EVALUATION

The Board and Brown agree that they will meet at least annually to discuss and evaluate their working relationship, rapport, and understanding. By June 30 of each contract year, Brown’s performance will be evaluated by the Board and a written evaluation of that performance given to Brown except that, in the last year of this Contract, Brown will be evaluated by March 1. As required under the Illinois *School Code*, the Board will evaluate Brown in her administration of Board policies and her stewardship of the assets of the District. Brown’s progress toward and attainment of the performance goals set forth in Section D.3 of this Contract, and toward any additional annual goals established by the Board, also may be evaluated. After said evaluation, the parties will schedule a meeting to review the evaluation and determine, if necessary, the terms and conditions and performance goals for the continued future employment of Brown.

H. MISCELLANEOUS

1. Notice. Any notice required to be given under this Contract is sufficient if it is in writing and sent by mail to the last known residence of Brown or the President of the Board, as applicable.

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 will 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, except as provided in Section E.1.

3. Applicable Law. This Contract has been executed in Illinois and is to be governed in accordance with the laws of the State of Illinois in every respect.

4. Headings and Numbers. Section numbers and headings have been inserted for convenience of reference only. If any conflict exists between the headings or numbers and the text of this Contract, the text will control.

5. Counterparts. This Contract may be executed in one or more counterparts, each of which is considered an original, and all of which taken together are considered one and the same instrument.

6. Advice of Counsel. Both parties have had the opportunity to seek advice of counsel.

7. Entire Agreement. 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.

8. Effect of Agreement. This Contract inures to the benefit of and is binding on the Board and its successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Contract upon formal approval by the Board at a duly convened meeting on the date set forth at the beginning of this Contract.

SUPERINTENDENT

**BOARD OF EDUCATION OF
HARRISON SCHOOL DISTRICT NO.
36, MCHENRY COUNTY, ILLINOIS**

Christy Brown

By: _____
President

ATTEST

By: _____
Secretary

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