

## SUPERINTENDENT'S EMPLOYMENT CONTRACT

AGREEMENT made this 1<sup>st</sup> day of July 2018, between GENESEO COMMUNITY UNIT SCHOOL DISTRICT NO. 228, HENRY and WHITESIDE COUNTIES, ILLINOIS, hereinafter "Board", and Adam Brumbaugh, hereinafter "Superintendent".

This contract constitutes an administrative performance based employment contract.

### A. EMPLOYMENT AND COMPENSATION

1. The Board hereby employs the Superintendent for three (3) years, commencing July 1, 2018 and terminating on, June 30 2021 at an annual salary of, One Hundred and Thirty Five Thousand Dollars (135,000.00) which is attached hereto and incorporated herein by reference. The Superintendent hereby accepts employment with the Board upon the terms and conditions hereinafter set forth.
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 statutory contribution to said Teachers' Retirement System applicable to the Superintendent's annual salary and any additional salary approved by the Board of Education not specifically defined herein. 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 of 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 of this Agreement.
4. During the term of this contract, the Superintendent shall hold a valid and properly registered certification issued by the State of Illinois Teachers' Certification Board, qualifying him to act as Superintendent of the School District.

### 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.

2. The Board, at its own cost, will provide the Superintendent with the following benefits:
  - i. Family hospitalization and medical insurance
  - ii. Family vision/optical/dental reimbursement of up to \$1,000.00 annually

If the provision of health, dental or vision insurance contemplated by this Agreement could result in the Board being obligated to pay a penalty, excise tax or other fee due to the changes and/or interpretations of the *Internal Revenue Code* or other laws affecting the provision of insurance benefits, or rules and regulations thereunder, the Parties agree to review such insurance benefit to implement another form of compensation or combination of compensation and insurance to the extent necessary to avoid the imposition of such penalty, excise tax or fee.

- iii. A life insurance policy having a death benefit equal to 200% of the annual salary of the Superintendent as specified in subparagraph 1 of Section A of this contract. The amount of said life insurance policy death benefit shall not exceed the maximum amount allowable under the group term insurance plan for the school district. The Superintendent shall have sole discretion in beneficiary selection.
- iv. A performance leadership stipend in the amount of Two Thousand Forty Two Dollars (\$2,042.00).
- v. The Superintendent shall be entitled to twenty (20) days of paid vacation in each contract year, if the Superintendent fails to use the vacation days in the contract year, up to ten (10) unused days may be carried over for a total accumulation of thirty (30) days at any one time. Additionally, each contract year, the Superintendent may exchange a maximum of five (5) unused vacation days at the Superintendent's per diem in lieu of using said days.

The Superintendent shall also be entitled to all legal school holidays except Christmas recess, Spring recess and Summer recess, unless these days are specifically scheduled and credited toward the vacation days initially provided for in this subparagraph.

- vi. The Superintendent shall be granted sick leave, as said term is defined in Section 24-6 of The School Code, of eighteen (18) working days per year, which may be accumulated to a total of the maximum allowed by the Illinois School Code.

- vii. The Superintendent shall be granted two (2) personal leave days per year, which may be used as sick leave. Unused personal days shall accumulate as sick leave.
- viii. 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. The Board shall pay all actual and reasonable expenses.
- ix. From the annual salary stated in Paragraph A.1 of this contract, the Superintendent may (1) annually defer compensation pursuant to and in accordance with the terms of an eligible state 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 an annuity policy for the Superintendent as described in Section 403(b) of the Internal Revenue Code, provided that any amounts deferred under a Section 457 eligible deferred compensation plan will serve to reduce the maximum amount which can be tax sheltered through a Section 403(b) annuity.
- x. The Board shall pay the cost of the Superintendent's membership to the IASA, AASA, IASBO and other such organizations upon the mutual agreement of the Superintendent and the Board.
- xi. The Superintendent shall participate in civic, fraternal, and community organizations as recommended by the Board, with all expenses paid or reimbursed by the Board, in the interest of promoting a better understanding of the School District and its concerns. However, at no time shall the Board of Education mandate any one particular service organization.
- xii. The Superintendent shall be allowed such other privileges, leaves and fringe benefits as are commonly extended to other certificated personnel.
- xiii. The Board shall pay the cost of the tuition, fees, and materials incurred should the Superintendent enroll in any graduate courses, graduate program and the Illinois School of Advanced Leadership. Any travel expenses shall be the responsibility of the Superintendent.
- xiv. Annually during the pendency of this agreement, the Superintendent may have a comprehensive physical examination with the physician of his own choosing. The Superintendent may report his fitness for duty to the Board President on an annual basis. Any condition, which may impact the Superintendent's performance, shall be reported to the School Board President. Any unreimbursed portion of cost of this examination shall be borne by the School District.

- xv. The Superintendent shall be reimbursed for out-of-district travel at the applicable IRS rate.
- xvi. This District will pay up to Fifteen Thousand Dollars (15,000) for moving expenses associated with the Superintendent moving into the district.

C. POWERS AND DUTIES

1. The Superintendent shall have charge of the administration of the schools under the direction of the Board; he shall be the chief executive officer for the Board; he shall recommend selection of, and direct and assign teachers and other employees of the School District under his supervision; he shall organize and direct the administrative and supervisory staff; he shall make recommendations to the Board concerning the budget, building plans, location of sites, and the selection of textbooks, instructional material, and courses of study; he shall direct the keeping of all records and accounts, and aid in the making of all reports, as required by the Board; he shall recommend rules, regulations, and procedures deemed necessary of the welfare of the School District; and, in general, he shall perform all other duties incident to the office of the Superintendent as may be prescribed by the Board from time to time.
2. The Superintendent shall devote his time, attention and energy to the business of the School District and related professional activities. The Superintendent shall attend university courses, seminars and other professional growth activities, including participation in IASA activities as he deems reasonably necessary to maintain a proper level of professional competence. All reasonable expenses for said professional growth activities shall be borne by the Board. The Superintendent may, with the permission of the Board, participate in the following activities:
  - i. Serve as a consultant or coach to another district or educational agency for a short-term duration without loss of salary;
  - ii. Lecture; and
  - iii. Engage in writing activities and speaking engagements.

The Superintendent shall not jeopardize the functioning of the School District By any lengthy and conspicuous absence for such professional activities.

3. The Superintendent's employment under this Contract is a performance-based relationship linked to academic improvement of the students and 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 are linked to student performance and academic improvement of the schools within the District shall be developed no later than April 1<sup>st</sup> of each year and attached hereto and incorporated herein.

4. The Board collectively and individually shall refer promptly all criticisms, complaints and suggestions coming to their attention to the Superintendent for study and recommendation.

D. TERMINATION

1. This employment contract may be terminated by:
  - i. Mutual agreement;
  - ii. Permanent disability;
  - iii. Discharge for cause; or
  - iv. Death
2. The Board may terminate this contract for reasons of 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 four (4) 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 selected and paid by the Board. The Board and the Superintendent shall be provided with a written report setting forth the results of said examination.
3. Discharge for cause shall be for any conduct, act, or failure to act by the Superintendent that is detrimental to the best interests of the School District. "Detrimental to the best interests of the School District" shall be that standard of conduct which would warrant the discharge or dismissal of a tenured teacher, as provided under The School Code, Section 10-22.4. Use of this term shall not be construed as granting, in any manner, of tenure to the Superintendent under this agreement, or the use, in any way, of the procedures of the dismissal of a tenured teacher, where those procedures differ from the procedure for termination stated in this subparagraph. 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 may do so, but shall bear the expense of any costs therein involved. The Board hearing shall be conducted in executive session.
4. At any time during the term of this agreement, the Board may terminate this agreement upon written notice not less than one hundred twenty (120) days prior to the desired effective termination date. In the event of termination under this subparagraph of the agreement, where such termination is not to

be had for any form of cause, the Board agrees to pay the Superintendent the present value of any and all amounts due to him for the remaining term of this agreement as and for full settlement of all rights under this agreement. "Any and all amounts due him under this agreement" shall include the salary benefits to be paid and health insurance premium benefits for the remainder of the term less any required deductions for withheld state and federal income tax and pension benefits plus any amounts for accrued sick leave and vacation. In order to determine the present value of the benefits due, a discount rate equal to the current bond rate utilized by the Board shall be used.

#### E. EVALUATION

The Board and Superintendent agree that they will evaluate their working relationship, rapport, understanding and Superintendent's progress toward the attainment of the goals and indicators, prior to February 1 of each year during this contract. The Superintendent's performance shall be appraised by the Board and a written evaluation of that performance given to the Superintendent. Within thirty (30) days of the date on which such evaluation is available, the Board shall schedule a meeting for the parties to review the evaluation and determine, if necessary, the terms and conditions of the continued future employment of the Superintendent.

Pursuant to 105 ILCS 5/10-23.8, the goals and indicators are included in this Agreement in Exhibit A Each contract year, goals and indicators to be utilized in the following year's evaluation of the Superintendent's employment shall be mutually identified by the Board and Superintendent and agreed to, in principle, on or before April 1<sup>st</sup> of each year. In the initial year of this Agreement, the additional goals and indicators shall be provided to the Superintendent within ninety (90) days from the date of execution of the Agreement.

#### F. REAPPOINTMENT

At the end of any year of this Contract, the Board and Superintendent may mutually agree to extend the employment of the Superintendent for a period of up to three (3) years, provided the Superintendent has met the Goals and Indicators of Student Performance and Academic Improvement as set forth herein. In such event, the Board shall take specific action to discontinue this contract and enter into a new contract of employment as allowed by law.

By February 1<sup>st</sup> of the final year of this Contract, the Board shall notify the Superintendent as to whether or not it desires to extend the Contract. Specific reasons for non-renewal shall be given in writing to the Superintendent who shall be entitled to notice and a meeting before the Board in executive session to discuss such reasons. If the Superintendent chooses to be accompanied by legal counsel, he shall bear any costs therein involved. The Board meeting shall be conducted in executive session.

Failure of the Board to notify the Superintendent by February 1<sup>st</sup> of the last year of the Contract as to whether or not it desires to extend the Contract shall cause

this Contract to be extended for one additional year at the same compensation rate as the last year of the Contract.

G. MISCELLANEOUS

1. This Contract 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. If any portion of this contract is deemed illegal due to conflict with State or Federal law, the remainder of the contract shall 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.
3. Paragraph headings and numbers have been inserted for the convenience of reference only; should there be any conflict between any such headings or numbers and the text of this Contract, the text shall control.
4. This Contract may be executed in one or more counterparts each of which shall be considered an original, and all which taken together shall be considered one and the same instrument.
5. This Contract is voluntarily made and contains all the terms agreed upon by the parties with respect to the subject matter of this Contract and supersedes all prior contracts, arrangements and communications between the parties concerning such subject matter, whether oral or written.
6. Except as may otherwise be provided herein, no subsequent alteration, amendments, change or addition to this contract shall be binding upon the parties unless reduced in writing and duly authorized and signed by each of the parties.

As approved on this date, Dec 14, 2017

For the Board

For the Superintendent

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Exhibit A

**PERFORMANCE GOALS**

The Superintendent shall update and review the 3 year budget, making a commitment to plan and execute to reduce expenses and increase revenues.

The Superintendent shall ensure that school improvement plans and necessary district improvement plans are compliant and current.

The Superintendent shall make annual reports to the Board of Education demonstrating the effectiveness of instructional programs as related to student achievement and any required student growth model for learning.

The Superintendent shall make annual reports to the Board of Education related to leadership and management effectiveness as related to state and national leadership standards for Superintendents.