

SUPERINTENDENT'S EMPLOYMENT CONTRACT

(2024 - 2027)

AGREEMENT made this 19th day of December, 2023, between the **BOARD OF EDUCATION OF ARLINGTON HEIGHTS SCHOOL DISTRICT NO. 25, COOK COUNTY, ILLINOIS**, hereafter referred to as the "Board," and **BRIAN KAYE**, hereafter referred to as the "Superintendent." This Superintendent's Employment Contract ("Contract") hereby replaces and supersedes any contract of employment currently in effect between the parties as of the commencement date of this Contract as such date is set forth below in paragraph A.1.

A. EMPLOYMENT AND COMPENSATION

1. **Salary and Term of Employment.** The Board hereby employs the Superintendent for a multiyear period of Three (3) years, commencing on July 1, 2024, and terminating on June 30, 2027, at an annual base salary of Two Hundred Twenty-Five Thousand Five Hundred Dollars (\$225,500.00), payable in equal installments in accordance with the rules of the Board governing payments of other administrative staff members in the District. The Board shall consider an increase to the annual base salary each Contract Year but in no case shall the annual base salary be less than the annual base salary in the immediately preceding Contract Year. The term "Contract Year" shall refer to each period under this Contract commencing on July 1 and ending on June 30. The Superintendent hereby accepts employment upon the terms and conditions hereafter set forth.

Beginning with the 2025-2026 Contract Year: notwithstanding anything in this Contract to the contrary, total compensation constituting creditable earnings for purposes of the Teachers' Retirement System of Illinois ("TRS") payable to the Superintendent under this Contract or any policy or practice of the Board in any Contract Year shall not exceed the TRS creditable earnings paid to the Superintendent in the prior Contract Year by more than six percent (6%). Beginning with the 2025-2026 Contract Year should the terms of this Contract result in a payable amount in excess of a six percent (6%) increase in the Superintendent's TRS creditable earnings in any Contract Year, the Board reserves the right to adjust the annual salary set forth in this paragraph A.1. or other creditable earnings to the extent necessary to eliminate the excess payment. The Board's action to decrease the Superintendent's salary or other creditable earnings pursuant to this Contract shall be in implementation of this provision of this Contract and shall not constitute or require an amendment to this Contract.

2. **Teachers' Retirement System and Health Insurance Security Fund.** In addition to the annual salary stated in paragraph A.1 and all other TRS creditable earnings within this Contract, the Board shall pay on behalf of the Superintendent to the State of Illinois Teachers' Retirement System ("TRS") the Superintendent's required contributions on creditable earnings to the pension system. The Superintendent shall not have any right or claim to these amounts, except as they may become available at the time of retirement or resignation from the TRS. 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 TRS, and further acknowledge that such contributions are made as a condition of employment to secure the Superintendent's future services, knowledge and experience. The annual salary stated in

paragraph A.1 of this Contract includes the payment by the Board on behalf of the Superintendent of his required contributions to the Teacher Health Insurance Security Fund ("THIS"). Contributions for THIS will be salary-reduced from the salary set forth in paragraph A.1 and contributed by the Board to the THIS on behalf of the Superintendent. If the current employee contribution rate required by TRS to be remitted decreases or if legislation is implemented that limits the ability of the Board to fulfill its obligations under this section, 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 contribution does not exceed the Board's total cost before the TRS contribution rate decrease and/or legislative change.

3. **Creditable Earnings.** The parties hereby agree that the Board makes no representations regarding the creditable earnings status with respect to any compensation received by the Superintendent pursuant to the terms of this Contract. Any and all determinations regarding creditable earnings, creditable service, and related TRS issues shall 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, the Superintendent shall hold and maintain a valid and properly registered license with necessary endorsements as issued by the Illinois State Educator Preparation and Licensure Board qualifying him to act as the Superintendent in the School District.

2. **Medical Examination.** The Superintendent shall 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.

3. **Tenure.** The Superintendent acknowledges that, pursuant to the *School Code*, he waives all rights to tenure in the School District only for the term of this multi-year Contract and any extension thereof. Upon acceptance of this Contract, the Superintendent shall not lose any previously acquired tenure credit with the District.

4. **Employment Representations.** The Superintendent represents that he is not under contract with any other school district for any portion of the term covered by this Contract beginning July 1, 2024. The Superintendent further represents that all information provided to the District in the process of application for employment was true and complete.

C. BENEFITS

1. **Reimbursement of Business Expenses.** The Board shall reimburse the Superintendent in accordance with District procedures for reasonable monthly expenses incurred in the performance of his duties. Itemization shall be made by the Superintendent of all expenses incurred subject to the Board's expense reimbursement policy and procedures.

2. **Cell Phone.** The Board has determined that, by virtue of his job duties, the Superintendent 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 the Superintendent is away from the District. Accordingly, the Board will provide the Superintendent with a cell phone and pay the related monthly cell phone bills. The Board shall make such provision and payments for a business purpose, and not for purposes of compensation of the Superintendent; however, the Superintendent may use the phone for both District and personal business in accordance with IRS guidelines. It is understood that upon termination of this Contract, all data related to the District on the Superintendent's cell phone shall be returned to the District. The Superintendent hereby understands and acknowledges that information contained on his cell phone may be the District's property and subject to a FOIA request. The Boards shall have the authority to request the electronic data or property maintained and related to the District on the Superintendent's cell phone, and the Superintendent shall promptly provide the requested information. Following the Board's request, the Superintendent agrees to maintain all data related to the District on his cell phone until it can be produced to the Board and will not delete any data related to the District until it has been produced to the Board.

3. **Insurance.** The Board will provide the Superintendent with the following Board-paid benefits:

- a. 67% Board paid single or family hospitalization/medical insurance and 34% Board paid dental insurance, as provided under any group program effective in the District;
- b. The Superintendent will receive a cash benefit stipend in the amount of Seven Thousand Eight Hundred Sixty-Four Dollars (\$7,864.00) each Contract Year, which may be taken as cash, but does not need to be used to purchase insurance benefits.
- b. Liability indemnification and protection, as provided under the District's liability insurance policies;
- d. Term life insurance, in the amount of one and one-half times his salary as set forth in Section A.1, subject to all eligibility conditions of the District's group program carrier; and
- e. An annual physical exam at a cost not to exceed \$500.00.

If, at any time during the term of this Contract, the Board's payment of insurance premiums 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, employee benefit plan failures or new or increased tax or accessible payments, then the Board may, in its discretion, determine to modify its payment for such insurance and provide the Superintendent with a corresponding increase in other compensation.

4. **Vacation.** The Superintendent shall be entitled to a paid vacation of twenty-five (25) working days in each Contract Year, provided, however, that any vacation time in excess of five (5) consecutive school days shall be mutually agreed upon by the Board President and the Superintendent. Vacation must be taken within the twelve-month period or will be forfeited and unavailable for use, provided, however, that up to five (5) vacation days may be carried over. Any days permitted to be carried-over days must be used by the Superintendent by the end of the first school year semester or shall be forfeited and no longer available for use. At no time may the Superintendent have available for use more than thirty (30) days of vacation. The Superintendent may elect to receive cash each Contract Year for any unused vacation days to a maximum of ten (10) days per year at a per diem rate of 1/260th for each unused day. The Superintendent shall also be entitled to all legal and school holidays as designated on the District calendar. Winter, Spring, and Summer recess periods shall constitute working days unless specifically scheduled and credited toward the vacation days listed above.

5. **Sick and Personal Leave.** The Superintendent shall be granted paid sick leave, as defined in Section 24-6 of the *School Code*, of fifteen (15) working days each Contract Year, which may be accumulated to a maximum of three hundred forty (340) days. The Superintendent shall be granted paid personal leave of three (3) working days each Contract Year and any unused days shall accumulate as sick leave days.

6. **Professional Organizations.** On behalf of the Superintendent, the Board shall pay for all dues and membership fees to the Illinois Association of School Administrators and AASA. Subject to prior approval of the Board, the Superintendent shall be reimbursed for all dues and membership fees to a reasonable number of other professional organizations.

7. **Professional Meetings Attendance.** 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 reasonable expenses incurred shall be paid by the Board in accordance with the District's travel expense reimbursement policy, if applicable, and applicable law.

8. **Civic Organizations.** 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.

D. POWERS AND DUTIES

1. **Duties.** 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 the selection, retention and dismissal 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 for the welfare of the School District; and, in general, he shall perform all other duties incident to the office of the Superintendent as the Board may delegate to him or as required by law. The Superintendent shall be responsible for and deemed to have knowledge of all of the policies, rules, and regulations established by the Board and shall comply with their requirements.

During the term of this Contract, the Board, in its sole discretion, may assign alternate duties to and/or transfer the Superintendent to another position in the District which requires administrative licensure and qualifies him for TRS membership, provided the Superintendent's term, salary and benefits afforded under this Contract are not reduced.

2. **Extent of Service.** The Superintendent shall devote his time, attention, and energy to the business of the School District and related professional activities. With the permission of the Board President, 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.

3. **Performance Goals and Indicators.** Annually, the Superintendent, with the assistance of his administrative team, shall: (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 his findings as to: (a) student performance; and (b) his recommendations, if any, for curriculum or instructional changes as a result of his evaluation of student performance. The presentation of the report shall constitute 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 shall determine whether the Superintendent has met the performance goals using the criteria described in the goals themselves, as well as Board members' own judgment as to whether the Superintendent has exhibited the leadership, guidance and effort needed to achieve the goals. The Board shall make this determination after an evaluation of the Superintendent. The Board shall issue its determination in writing and present it to the Superintendent on or before during the annual evaluation required under paragraph G of this Contract.

The Board reserves the right, with input from the Superintendent, to modify or replace the performance goals and indicators in any Contract Year and/or to establish additional annual goals for the Superintendent 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 shall be given to the Superintendent by the Board by April 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 March 1 of the year in which the Contract expires that failure of the Board to give the Superintendent a notice of intent not to renew shall extend this Contract for one (1) additional year. The failure of the Superintendent to give the required reminder notice to the Board shall waive the obligation of the Board under this paragraph to give its notice of intent by April 1. Within ten (10) days after receipt of a notice of intent not to renew this Contract, the Superintendent may request a closed session hearing on the dismissal. If requested, the Superintendent is entitled to the hearing.

2. **Renewal and Extensions.** Prior to the end of any year of this Contract, the Board and Superintendent may mutually agree to renew or extend the employment of the Superintendent for a multi-year period, provided that the performance goals and indicators set forth in paragraph D.3 of this Contract 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.

3. **Amendment.** Any salary or other adjustment or modification made during the life of this Contract shall be in the form of a written amendment and shall become a part of this Contract, but such adjustment or modification shall not be construed as a new contract with the Superintendent or as an extension of the termination date of this Contract.

F. TERMINATION

1. **Grounds for Termination.** This Contract may be terminated during its term by:
 - a. Mutual agreement;
 - b. Permanent disability (inability to perform essential job functions with or without accommodation);
 - c. Discharge for cause (which includes receiving an unsatisfactory performance evaluation rating);
 - d. Death of the Superintendent;
 - e. Failure to meet the student performance and academic goals or the additional goals discussed in paragraph D.3 of this Contract; or
 - f. Board determination of irreconcilable differences with the Superintendent.

2. **Cause.** Discharge for cause shall be for any conduct, act, or failure to act by the Superintendent that, in the sole discretion of the Board, is detrimental to the best interests of the School District. The Board shall not act arbitrarily or capriciously in determining whether cause exists. 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 involved with this representation. The Board hearing shall be conducted in executive session.

G. EVALUATION

The Board and Superintendent agree that annually they shall mutually discuss and evaluate their working relationship, rapport, and understanding. By July 1 of each Contract Year, the Superintendent's performance shall be appraised by the Board and a written evaluation of that performance given to the Superintendent, except that, in the last year of this Contract, the Superintendent shall also be evaluated in February. As required under the *School Code*, the Board shall evaluate the Superintendent in his administration of school board policies and his stewardship of the assets of the District. The Superintendent's progress toward and attainment of the performance goals set forth in paragraph D.3 of this Contract shall also be assessed. After such evaluation, the parties shall schedule a meeting to review the evaluation and determine, if necessary, the terms and conditions of, and the performance goals for, the continued future employment of the Superintendent.

H. MISCELLANEOUS

1. **Notice.** Any notice required to be given under this Contract 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 at the administrative office of the District, as the case may be.

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 shall remain in full force and effect; further, this Contract does not constitute any obligation either written or implied for re-employment as Superintendent beyond the term set forth herein.

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

4. **Headings and Numbers.** Paragraph numbers and headings have been inserted for convenience of reference only, and if any conflict exists between the headings or numbers and the text of this Contract, the text shall control.

5. **Counterparts.** 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.

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

7. **Entire Agreement.** This Contract contains all of 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.

IN WITNESS WHEREOF, the parties have executed this Contract this 19th day of December 2023, upon formal approval by the Board at a duly convened meeting held this same date.


SUPERINTENDENT


BRIAN KAYE

**BOARD OF EDUCATION,
ARLINGTON HEIGHTS
SCHOOL DISTRICT NO. 25,
COOK COUNTY, ILLINOIS**


President

ATTEST:


Secretary

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