

SUPERINTENDENT'S EMPLOYMENT AGREEMENT (2024-2026)

THIS EMPLOYMENT AGREEMENT is made and entered into on the date hereinafter set forth by and between the BOARD OF EDUCATION, NORTHFIELD TOWNSHIP HIGH SCHOOL DISTRICT NO. 225, COOK COUNTY, ILLINOIS (the "BOARD"), and CHARLES JOHNS (the "SUPERINTENDENT").

IT IS AGREED:

1. EMPLOYMENT

The SUPERINTENDENT is hereby hired and retained from July 1, 2024 through and including June 30, 2026 as Superintendent of Schools and Chief Executive Officer of the School District.

2. DUTIES

The duties and responsibilities of the SUPERINTENDENT shall be those incidental to the office of the Superintendent of Schools, those set forth in the job description (contained in Board Policy, as adopted, and which may be amended from time to time), those obligations imposed by the laws of the State of Illinois upon the SUPERINTENDENT, and to perform other professional duties customarily performed by a Superintendent of Schools as from time to time may be assigned to the SUPERINTENDENT by the BOARD. The SUPERINTENDENT shall have charge of the administration of the School District under the policies of the BOARD. He 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 and BOARD directives. He shall from time to time suggest regulations, rules and procedures deemed necessary for the well-ordering of the School District. The BOARD reserves the right to reassign the SUPERINTENDENT to different duties customarily performed by other executive

officers of high school district from time to time, during the life of this Agreement, without a loss of contract term, pay and/or benefits.

3. STUDENT PERFORMANCE AND ACADEMIC IMPROVEMENT GOALS

In accordance with the requirements of the *Illinois School Code*, the parties have jointly developed performance goals for the SUPERINTENDENT with respect to student performance and academic improvement, and have appended the goals to become a part of this Agreement as Exhibit A. These goals are subject to modification by mutual agreement of the BOARD and the SUPERINTENDENT prior to August 1, 2024.

The BOARD shall determine whether the SUPERINTENDENT has met the performance goals after an evaluation of the SUPERINTENDENT. The BOARD shall issue its determination in writing and present it to the SUPERINTENDENT during the annual evaluation required under this Agreement.

4. COMPENSATION

In consideration of the compensation set forth below (hereinafter “Base Salary”), the SUPERINTENDENT hereby agrees to devote such time, skill, labor and attention to his employment, during the term of this Agreement (except as otherwise provided in this Agreement), in order to perform faithfully the duties of Superintendent of Schools. The SUPERINTENDENT’S base salary for the 2024-2025 school term (July 1, 2024 - June 30, 2025) shall be such amount that provides the SUPERINTENDENT with a six percent (6%) increase in Teachers’ Retirement System (TRS) creditable earnings over his TRS creditable earnings in the 2023-2024 school term (July 1, 2023 – June 30, 2024). The SUPERINTENDENT’S base salary for the 2025-2026 school term (July 1, 2025 - June 30, 2026) shall be such amount that provides the SUPERINTENDENT with a six percent (6%) increase in TRS creditable earnings over his

TRS creditable earnings in the 2024-2025 school term (July 1, 2024 – June 30, 2025). Salary shall be paid in equal installments in accordance with the policy of the BOARD governing payment of salary to other certificated members of the professional staff, less such amounts as provided for in this Agreement, and other amounts as may be required by law.

In consideration of such compensation for each school year of this Agreement, the SUPERINTENDENT hereby agrees to devote his entire time, skill, labor and attention to his employment, during the term of this Agreement, in order to faithfully perform the duties of Superintendent of Schools.

The BOARD retains the right to adjust the annual compensation, salary, and/or fringe benefits of the SUPERINTENDENT during the life of this Agreement, provided that any such compensation, salary, and/or fringe benefits adjustment(s) shall not be lower than the annual compensation, salary, and fringe benefits paid by the BOARD in the preceding contract year. Any adjustment in compensation, salary and/or fringe benefits made during the life of this Agreement shall be or presently is in the form of an amendment and shall become a part of this Agreement; provided, however, that 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. The BOARD and the SUPERINTENDENT, however, may enter into subsequent agreements or extensions of this Agreement for additional periods of time, if both parties should agree, and said agreement is reduced to writing.

5. DEFERRED COMPENSATION

The SUPERINTENDENT may elect that a portion of his annual compensation be used to purchase a tax-sheltered annuity pursuant to Section 403(b) of the *Internal Revenue Code of 1986* (the “Code”), as amended, and/or a deferred compensation plan pursuant to Section 457 of

the *Internal Revenue Code of 1986* ("the Code"), as amended. The SUPERINTENDENT may also, at his option, elect to forego a portion of any increase to the annual compensation paid to him under this Agreement and have that amount contributed to such a tax-sheltered annuity and/or deferred compensation plan. It is understood and agreed that the cost of the purchase of said annuity, and contributions to said annuity and/or deferred compensation plan, shall be deducted from the SUPERINTENDENT'S annual compensation and shall not require an expenditure of funds by the BOARD above the amount paid to the SUPERINTENDENT in the form of annual compensation. The amounts so contributed shall not exceed an amount equal to the maximum allowable contributions under the *Internal Revenue Code*. This provision is intended to be a salary reduction agreement.

In addition, each contract year, the BOARD shall provide a non-elective employer contribution in the amount of Four Hundred and Fifty Dollars (\$450) payable in equal monthly installments. The SUPERINTENDENT did not have the option to receive said non-elective contribution as cash.

6. EVALUATION

The BOARD and SUPERINTENDENT agree that during the life of this Agreement there shall be an evaluation of the SUPERINTENDENT'S job performance. The BOARD shall endeavor to complete an evaluation of the SUPERINTENDENT'S performance by June 1, of each year of this Agreement. The evaluation shall consider, but not be limited to, an examination of the establishment and maintenance of educational goals, administration of personnel, rapport with the BOARD and such other factors of appraisal that may be established by the parties. The parties may elect to meet and confer on the evaluation prior to the preparation of the written summary. Failure by the BOARD to complete an evaluation does not preclude the

SUPERINTENDENT'S the nonrenewal of this Agreement.

7. LICENSURE

The SUPERINTENDENT shall furnish to the BOARD a valid, appropriate and properly registered license to act as Superintendent of Schools, in accordance with the laws of the State of Illinois and as directed by the BOARD. At all times during the term of this Agreement, the SUPERINTENDENT shall maintain and register his license to act as Superintendent of Schools in accordance with the laws of the State of Illinois and as directed by the BOARD.

8. OTHER WORK

With the prior agreement of the BOARD, the SUPERINTENDENT may undertake speaking engagements, writing, or other professional duties and obligations. Such other work shall not interfere with the SUPERINTENDENT'S obligations set forth in this Agreement.

9. TERMINATION OF AGREEMENT

This Employment Agreement may be terminated by:

- A. Mutual agreement of the parties.
- B. Retirement.
- C. Resignation, provided, however, the SUPERINTENDENT gives the BOARD at least one hundred eighty (180) 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, as determined by the BOARD. 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

those causes. If the SUPERINTENDENT chooses to be accompanied by legal counsel, the SUPERINTENDENT shall bear any costs therein involved. The BOARD hearing shall be conducted in closed session. The BOARD will not arbitrarily or capriciously call for the dismissal of the SUPERINTENDENT.

- E. Failure to comply with the terms and conditions of this Agreement after notification and a reasonable opportunity to correct, where appropriate.
- F. A decision of the BOARD to change the leadership of the District effective at the end of the 2024-2025 school term (June 30, 2025). In the event the BOARD exercises this option, it shall give the SUPERINTENDENT written notice of its decision no later than November 1, 2024. The SUPERINTENDENT will conclude the 2024-25 school year hereunder and submit his resignation effective on June 30, 2025. In exchange for this resignation and waiver of a breach of contract claim for early termination, the Board will pay the SUPERINTENDENT the sum of 50% of his base salary for the 2025-26 school year. The SUPERINTENDENT will not be entitled to any other amounts or benefits of this Agreement except for those benefits found in Section 18, Retirement Benefit.

Nothing shall prohibit the BOARD from suspending the SUPERINTENDENT with or without pay pending final adjudication by the BOARD. After the effective date of termination of this Agreement, including dismissal, the SUPERINTENDENT shall not be entitled to any further payments of compensation of any kind under this Agreement, except that the

SUPERINTENDENT shall be entitled to those benefits found in Section 18, Retirement Benefit and any other vested benefits then due and payable under the terms and provisions of the Illinois Teachers' Retirement System or by law. The SUPERINTENDENT'S dismissal pursuant to this Agreement shall render all other agreements between the BOARD and the SUPERINTENDENT which would otherwise accrue after the date of termination (including, but not limited to, all other SUPERINTENDENT'S Agreements occurring from and after the date of termination) null and void.

10. PROFESSIONAL ACTIVITIES

The SUPERINTENDENT shall be allowed to attend appropriate professional meetings, community service organizations, and continuing education at the local, state and national levels, as determined by the BOARD. Within budget constraints, and with the prior approval of the BOARD, the BOARD shall pay the costs of attendance.

11. VACATION

The SUPERINTENDENT shall receive twenty (20) workdays of vacation annually, exclusive of legal holidays, and two (2) workdays of personal leave annually. The scheduling of more than ten (10) consecutive workdays for vacation shall be with prior BOARD approval. Vacation days shall be cumulative to the extent that unused vacation days earned during a given year may be carried over for use during the next year to a maximum of twenty (20) days. Any accumulated vacation days remaining upon termination of the SUPERINTENDENT'S employment shall be unpaid and forfeited.

12. SICK LEAVE AND DISABILITY

The SUPERINTENDENT shall be entitled to fifteen (15) workdays of sick leave annually. However, if the SUPERINTENDENT becomes disabled (as defined by the group

disability insurance policy then maintained by the BOARD), he shall be allowed to use all of his then accumulated and unused sick and personal leave prior to receiving the benefits of said disability policy as amended from time to time. Unused sick leave shall accumulate in accordance with BOARD Policy 3020 for Administrative Personnel on the accumulation of sick leave. As of the date of execution of this Agreement, The SUPERINTENDENT may accumulate a maximum of 360 days of sick leave.

The SUPERINTENDENT shall have the right, upon his resignation or retirement, to receive credit for accumulated sick leave with the Illinois Teachers' Retirement System as permitted by Illinois Teachers' Retirement System rules and regulations.

Should the SUPERINTENDENT be incapable of performing the duties and obligations covenanted herein by reason of illness, accident, or other disability, and such disability continues for more than four (4) consecutive months, following the exhaustion of all paid benefits (sick and personal leave) due the SUPERINTENDENT, or if said disability is permanent, irreparable, or of such nature as to render the SUPERINTENDENT unable to perform the essential functions of the positions of Superintendent of Schools, the BOARD may, at its option, terminate this Agreement, whereupon all respective duties, rights, and obligations as set forth herein or related hereto shall terminate, provided, however, the SUPERINTENDENT may, at such time, elect to retire and in such case shall be entitled to any retirement benefits afforded members of the administrative staff. Prior to termination for disability, the SUPERINTENDENT may request a hearing in closed executive session by the BOARD.

13. HOSPITALIZATION/MAJOR MEDICAL INSURANCE

The BOARD shall provide and pay the premiums for hospitalization, major medical and dental insurance for the SUPERINTENDENT, his spouse and the dependent members (as

defined by the contract of insurance then in effect) of his immediate family during the life of this Agreement, in accordance with the basic insurance coverage provided to certificated members of the professional administrative staff. In this regard, the SUPERINTENDENT may elect, in his discretion, whichever plan is then being offered to all employees of the District and shall not be required to make any contributory payment for premiums in excess of the least expensive plan then being offered to employees of the District.

14. TERM LIFE INSURANCE

The BOARD shall provide and pay the premiums for a term life insurance policy for the SUPERINTENDENT during the life of this Agreement in the amount of two times (2x) the SUPERINTENDENT'S annual salary as defined in Section 4 of this Agreement, but excluding deferred compensation, and other fringe benefits being paid under this Agreement, which is in accordance with BOARD policy for Administrative personnel on the provision of such insurance. 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 Agreement shall allow that owner to continue that life insurance policy at its (or his) own expense.

15. MEDICAL EXAMINATION

At least annually, the SUPERINTENDENT shall obtain a comprehensive medical examination, the actual cost of which shall be paid by the BOARD. A copy of the examination or certificate of the physician certifying the physical ability of the SUPERINTENDENT to perform the essential functions of the position of Superintendent of Schools shall be given to the President of the BOARD. The physician performing the medical examination shall be one licensed to practice medicine in all of its branches and shall be chosen by the BOARD, or by mutual agreement of the BOARD and SUPERINTENDENT.

16. MEMBERSHIP DUES

The SUPERINTENDENT, upon proper substantiation, shall be reimbursed for all dues and membership fees for those professional and community organizations to which he belongs, within budget constraints and with prior BOARD approval.

17. TRAVEL EXPENSES AND PHONE ALLOWANCE

The BOARD shall provide the SUPERINTENDENT with a \$700 per month automobile allowance designed to reimburse the SUPERINTENDENT for substantial transportation expenses and mileage associated with his employment and travel. Travel in excess of the monthly automobile allowance shall be reimbursed on the same basis as for other administrative staff and within the constraints established by the annual budget of the BOARD.

The BOARD shall also provide the SUPERINTENDENT with an annual phone allowance of \$1,131 for the business use of his personal cell phone.

18. RETIREMENT BENEFIT

In recognition of the SUPERINTENDENT'S service to the District and other promises made herein, including forfeiture of payment for accumulated, unused vacation, effective immediately upon the SUPERINTENDENT'S termination of employment at the District at any time or for any reason, the BOARD shall contribute the total amount of TWO HUNDRED EIGHTY-FIVE THOUSAND DOLLARS (\$285,000) as a post-employment, non-elective employer contribution to a 403(b) plan selected by the SUPERINTENDENT. This contribution shall be made in annual installments of \$57,000 for a period not to exceed five (5) years beginning no later than thirty (30) days after the SUPERINTENDENT'S employment at the District terminates. While the maximum duration of these BOARD payments cannot exceed five (5) years, the BOARD may

accelerate such payment amounts as is permissible under the rules and regulation of the Internal Revenue Service.

The SUPERINTENDENT cannot receive this employer contribution in the form of cash or any other form of payment. The annual payments will cease upon the earliest of: five (5) years following the SUPERINTENDENT'S last date of employment, OR the payment of the total of \$285,000 in less than five (5) years pursuant to the rules and regulation of the Internal Revenue Service. If the \$285,000 payment is determined to be illegal or impossible by a court of competent jurisdiction or other governmental body, the BOARD and SUPERINTENDENT agree to negotiate in good faith on amendment(s) to this Section of the Agreement that achieve the intent and economic effect of this Section to the maximum extent possible.

As additional consideration for this payment, the SUPERINTENDENT shall reasonably be available to assist in transitional activities deemed necessary by the BOARD for the orientation and transition of his successor. Additionally, the SUPERINTENDENT will be available if needed to assist legal counsel in litigation which is pending upon the date of his resignation or retirement.

19. NOTICE

Any notice or communication permitted or required under this Agreement shall be in writing and shall become effective on the day of personal delivery, on the next business day after sending by commercial overnight courier, or on the second business day after the mailing thereof by first class mail, registered, or certified mail, postage prepaid, addressed:

If to the BOARD, to:

BOARD OF EDUCATION
Northfield Township School
District No. 225
3801 W. Lake Avenue
Glenview, Illinois 60025

If to the SUPERINTENDENT, to: Dr. Charles Johns

(or at the last address of the SUPERINTENDENT contained in official Business Office records of the BOARD).

20. BUSINESS EXPENSES

It is anticipated and agreed that the SUPERINTENDENT shall be required to incur certain expenses for the official business of the BOARD. As such, the BOARD agrees to reimburse the SUPERINTENDENT for such reasonable and necessary expenses incurred by him on behalf of the BOARD, subject, however, to substantiation, budget constraints and the BOARD'S approval of such expenses.

21. OTHER BENEFITS AND LEAVE

The SUPERINTENDENT shall be allowed such other privileges, leaves and/or fringe benefits, including tuition reimbursement, not specifically enumerated as were extended to all other certificated administrative personnel as contained in Board Policy 3020 (Administrative Personnel), as amended from time to time, except as set forth herein. The amounts or levels of such privileges, leaves and/or fringe benefits, shall not be reduced as to the SUPERINTENDENT for the duration of this Agreement. However, in consideration of the compensation and other benefits provided by the BOARD in this Agreement, the SUPERINTENDENT agrees to waive his rights under Board Policy: Voluntary Termination Benefits for Administrators and Supervisors (6100), revised August 31, 2009, and as amended from time to time.

22. TEACHERS' RETIREMENT SYSTEM CONTRIBUTION

In addition to the compensation to be paid to the SUPERINTENDENT by the BOARD pursuant to this Agreement, the BOARD will pick-up and pay on the SUPERINTENDENT'S

behalf, the entire required retirement contribution to TRS pursuant to the *Illinois Pension Code*. The SUPERINTENDENT shall have no right or claim to the funds so remitted except as they may subsequently become available from the Illinois Teachers' Retirement System upon retirement or resignation.

23. PROFESSIONAL LIABILITY

The BOARD agrees that it shall defend, hold harmless, and indemnify the SUPERINTENDENT from any and all demands, claims, suits, actions and legal proceedings brought against the SUPERINTENDENT in his individual capacity, or in his official capacity as agent and employee of the BOARD or the School District, provided the incident arose while the SUPERINTENDENT was acting within the scope of his employment and excluding criminal litigation, and except to the extent such liability coverage as is beyond the authority of the BOARD to provide under state law. In no case will individual Board members be considered personally liable for indemnifying the SUPERINTENDENT against such demands, claims, suits, actions and legal proceedings.

24. WAIVER OF TENURE

By accepting the terms of this Agreement, 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 Agreement.

25. PREVAILING PARTIES

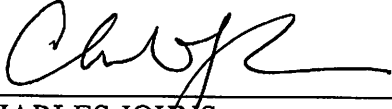
In the event of a dispute pertaining to this Agreement which results in litigation, the losing party to that litigation shall pay the costs, expenses and reasonable attorneys' fees incurred by the prevailing party in said litigation.

26. MISCELLANEOUS

- A. This Agreement has been executed in Illinois and shall be governed in accordance with the laws of the State of Illinois in every respect. Venue for any dispute pertaining to this Agreement shall be in Cook County, Illinois.
- B. Section 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 Agreement, the text shall control.
- C. 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.
- D. This Agreement contains all 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.
- E. This Agreement shall be binding upon and inure to the benefit of the SUPERINTENDENT, his successors, assigns, heirs, executors, and personal representatives, and shall be binding upon, and inure to the benefit of the BOARD, its successors and assigns.
- F. Both parties have had the opportunity to seek the advice of counsel. The BOARD and the SUPERINTENDENT have each relied upon the advice and representation of their respective counsel respecting the legal liabilities of the parties, if any.
- G. Should any provision of the Agreement be declared illegal by a court of competent jurisdiction, then said provision will be deleted or limited to the extent it violates the law, and the remaining provisions in this Agreement will remain in

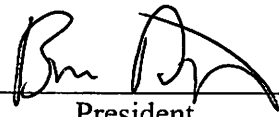
full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement on the 10th day of July, 2023.



DR. CHARLES JOHNS

BOARD OF EDUCATION OF NORTHFIELD
TOWNSHIP HIGH SCHOOL DISTRICT NO. 225,
COOK COUNTY, ILLINOIS

By:  _____
President

ATTEST:



Secretary

EXHIBIT A

SUPERINTENDENT GOALS AND INDICATORS

GOAL 1 – The Superintendent will promote academic improvement.

INDICATOR –

The Superintendent will work with the District administrators to review and modify, as needed, district and school improvement plans. These plans will reflect Board and school goals for each campus. The plans developed will be presented to the Board in the Spring each contract year.

GOAL 2 – The Superintendent will promote enhanced student performance.

INDICATOR –

Using the district and school improvement plans, the Superintendent will assess and evaluate student performance, including an analysis of performance on standardized assessment. The Superintendent will make recommendations to the Board on methods to be used to improve such performance.