

PERFORMANCE BASED SUPERINTENDENT'S CONTRACT
(DR. BRANDON COTTER)

This Contract is made by and between the BOARD OF EDUCATION (the "Board") of ARGO COMMUNITY HIGH SCHOOL DISTRICT 217, COOK COUNTY, ILLINOIS (the "School District") and DR. BRANDON COTTER (the "Superintendent").

In consideration of the mutual promises herein contained, the Board and the Superintendent agree as follows:

1. **Employment:** In accordance with Section 10-23.8 of the Illinois School Code (105 ILCS 5/10-23.8), the Board employs the Superintendent to perform such duties as are provided by this performance-based contract, by law, and Board policy for the period of July 1, 2026, and extending through June 30, 2031. The Contract year under this Contract is July 1 through the succeeding June 30 of each year. The parties acknowledge that Superintendent has achieved tenure in the District and that upon acceptance of a multi-year contract, the Superintendent shall not lose any previously acquired tenure credit with the District (see 105 ILCS 5/10-23.8). The parties recognize that should the terms of this contract end for any reason, the Superintendent shall have all rights of due process and other protections afforded to other tenured employees of the District by law, in equity, or pursuant to any applicable collective bargaining agreement in effect in the District.

For the period July 1, 2026 through June 30, 2027, the Superintendent shall also serve as the principal of Argo High School and shall be responsible for all duties incumbent with such position. References to the duties of the Superintendent in this contract shall also include customary duties of a high school principal for the period of July 1, 2026 through June 30, 2027.

2. **Duties:** The duties and responsibilities of the Superintendent shall be those prescribed by the laws and regulations of the United States, the State of Illinois and by the policies,

regulations and directions of the Board, all as may be amended or modified from time to time, and as are reasonably incidental thereto. In addition, the Superintendent's duties will include the attainment of student performance and academic improvement goals included in this Contract and all duties that are customarily or necessarily incidental thereto; all as may be amended or modified from time to time. The Superintendent agrees to devote such time, skill, labor and attention to his employment as is necessary to perform these duties. Full and regular service shall be rendered by the Superintendent for twelve (12) months of each school contract year (July 1 through June 30) during the life of this Contract.

3. **Student Performance and Academic Improvement**: This is a performance-based contract, the goals and indicators of which are set forth in the attached Exhibit A. Achievement of the goals will enhance student performance and achieve academic improvement.

Each contract year, the Board shall, as part of the annual evaluation of the Superintendent's performance, determine the degree of progress made toward achievement of the goals. The Board and the Superintendent each contract year shall conduct an informal interim review of the Superintendent's performance, including progress toward achievement of the goals.

The Board and the Superintendent recognize that achievement of the goals and improvement of student academic performance is dependent on continued Board support of the goals and the provision of adequate financial support within available resources. The Board and the Superintendent also recognize that circumstances beyond the control of the Board and/or the Superintendent may prevent attainment, or require modification, of any of the goals. In such circumstances or where the Board is unwilling or unable to support the goals, either financially or in principle, the Board, in consultation with the Superintendent, may modify or delete any of the goals as appropriate. The modified goals, if any, shall be signed and dated by the Board President

and Secretary and placed in the Superintendent's personnel file. A copy shall also be given to the Superintendent.

4. **Evaluation**: Provided the Superintendent notifies the Board during the month of December of each contract year of the Board's evaluation obligations, the Board shall thereafter, at such time as the business of the Board reasonably permits, meet with the Superintendent to review the Superintendent's performance, including the progress toward achievement of the performance goals as provided in paragraph 1 of this contract, assess the working relationship of the Superintendent with the Board, the faculty, the staff, students and the community and consider salary and benefit adjustments for subsequent years. The Board shall make a good faith effort to begin the evaluation process in February each contract year and complete the process by June 30 of the same contract year; provided, however, in the last year of this contract, the Superintendent shall notify the Board by October 1 and the Board shall complete the process by January 30.

5. **Salary**: The Board, as compensation for the duties set forth in this Contract, shall pay the Superintendent an annual base salary of \$245,000 (Two Hundred Forty Five Thousand Dollars) for the 2026-2027 school year. Each subsequent contract year, the Superintendent shall receive a compensation increase of at least 3% and shall be:

2027-2028	\$252,350.00
2028-2029	\$259,920.50
2029-2030	\$267,718.12
2030-2031	\$275,749.66

The Board may additionally increase the Superintendent's annual base salary, without entering into a new contract or extending the term of this Contract. The Board's action to modify the

Superintendent's salary under this paragraph shall be in implementation of this provision of this Contract and shall not constitute or require an amendment to this Contract.

The annual base salary shall be paid in equal installments in accordance with the policy of the Board governing payment of compensation to other professional staff and be subject to withholding and deductions as required by law, this Contract, or authorized by the Superintendent.

6. **TRS and THIS Contributions:** In addition to the Superintendent's annual salary and all other compensation within this Contract, the Board shall pay on behalf of Superintendent all employee contributions to the Illinois Teachers' Retirement System (TRS) and the Teacher Health Insurance Security Fund (THIS) as required by Section 16-152.1, Section 16-133.1 of the Illinois Pension Code and the State Employees Group Insurance Act of 1971, as amended from time to time. Except as expressly provided in this paragraph, the Superintendent shall not have the option of choosing to receive directly the amounts contributed to TRS or THIS by the Board on his behalf, nor any right or claim to the contributions to TRS or THIS except as such may subsequently become available pursuant to the provisions of the Illinois Pension Code and TRS rules and regulations. The Board and the Superintendent agree to reopen this portion of the Contract for discussion and renegotiation should a significant change relative to the Illinois Pension Code affecting contributions to TRS be enacted. Whether or not a change is "significant" will be determined by the Board. 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. All determinations regarding creditable earnings, creditable service and related TRS issues shall be made by TRS and, where applicable, a court of competent jurisdiction.

7. **Transportation:** The Board will reimburse the Superintendent the Internal Revenue Service (“IRS”) mileage rate for the use of his automobile while performing School District business in accordance with the School District’s travel expense reimbursement policy, if applicable, and applicable law.

8. **Insurance:** The Board shall provide the Superintendent with the long-term disability insurance, life insurance, health, medical and dental insurance on the same basis as provided for licensed central office administrators.

9. **Vacation:** The Superintendent shall receive 25 days of paid vacation, exclusive of holidays, each contract. The Board President, or Vice President in the absence of the President, shall be advised in advance of all vacations. Prior written approval of the Board President, or Vice President in the absence of the President, is required for all vacations which are more than five (5) consecutive working days in length. The Superintendent may carry over vacation days as provided to other licensed central office administrators and, in addition, may exchange up to 13 unused vacation days for a cash payment at the Superintendent’s per diem rate for each unused day prior to June 30 each contract year.

10. **Sick and Personal Leave:** The Superintendent shall be granted sick leave, as defined in 105 ILCS 5/24-6, in the same amount as the normal annual allotment provided the other licensed central office administrators as set forth in Board Policy 3:52. The Superintendent shall not be reimbursed by the Board for any unused sick days. In addition, the Superintendent shall be granted paid personal days in the same amount and pursuant to the same terms of use and accumulation as personal days are provided the teachers under the CBA.

11. **Continuing Education:** The Board will reimburse the Superintendent for all costs associated with continuing education that has received prior approval by the Board.

12. **Professional Membership:** The Board shall pay all dues and membership fees incurred by the Superintendent with respect to the Illinois Association of School Administrators (IASA), the American Association of School Administrators (AASA), Illinois Principals Association (IPA) (for the 2026-2027 contract year) and other appropriate memberships in professional organizations upon prior approval by the Board.

13. **Professional Meetings:** The Superintendent is expected to attend appropriate professional meetings at the local level, and upon prior approval by the Board President, state, and national levels. All reasonable expenses incurred shall be paid by the Board in accordance with the School District's travel expense reimbursement policy, if applicable, and applicable law.

14. **Local Organizations:** The Superintendent is encouraged to participate in local, civic, and fraternal organizations in the interest of promoting a better understanding of the School District and its concerns. Subject to its prior approval, the Board shall pay the dues incurred with respect to membership in such organizations.

15. **Deferred Compensation:** The Superintendent may elect that a portion of his compensation be contributed to the Board's tax-sheltered annuity plan pursuant to Section 403(b) of the Internal Revenue Code of 1986, as amended, and/or the Board's deferred compensation plan pursuant to Section 457(b). The amount of the contribution shall be deducted from the Superintendent's annual compensation and shall not require any expenditure of funds by the Board above the amount paid to the Superintendent in the form of salary.

In addition to any elective contribution to the 403(b) Plan, each contract year the Board shall make a fully vested non-elective contribution to the 403(b) Plan for the benefit of the

Superintendent in the amount of 5% of the Superintendent's annual salary for the applicable contract year. The Board's contribution shall be made in two 50% increments no later than October 1 and April 1 respectively of each contract year, so long as the Superintendent has completed the prior contract year.

16. **Restructure of Benefits:** If, at any time during the term of this Contract, the Board's payment of insurance premiums is deemed or interpreted to constitute a discriminatory or illegal benefit under law or regulation subjecting the Board or Superintendent to potential penalties or increased tax payments, then the Board may, in its discretion, determine to decrease its payment for such insurance and make a corresponding increase in the Superintendent's salary or other compensation to offset the cash value of the reduction in such insurance premium benefit. The Board's action to change the Superintendent's insurance benefit and/or the Superintendent's salary or other compensation pursuant to this Paragraph shall be in implementation of this provision of this Contract and shall not constitute or require an amendment to this Contract.

17. **Cell Phone:** The Board has determined that, by virtue of the job duties, the Superintendent may need to be reachable by the Board and other District staff members 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 stipend for the duration of Contract for the use of a personal cell phone for District-related business, equal to the stipend provided to other District administrators. The Board shall make such 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.

18. **Medical Examination:** The Board may require the Superintendent to have at least one comprehensive health examination each year of this Contract by a physician selected by the

Board, in consultation with the Superintendent, and who is licensed to practice medicine in all its branches. The Board shall pay the cost of such examination to the extent not covered by the Superintendent's Health Insurance Plan. A report generally describing the Superintendent's health and fitness to perform the Superintendent's duties shall be presented to the Board, filed separately from the Superintendent's personnel file, and treated as confidential information by the Board. The Superintendent shall further submit to, and furnish the Board with reports of, such health examinations as the Board may from time to time require at its expense and in accordance with applicable law.

19. **Other Work:** The Superintendent shall devote his professional time, attention, and energy exclusively to the business of the School District. He shall not be otherwise employed or engaged for remuneration unless previously approved in writing by the Board President.

20. **Termination of Contract:** This Contract may be terminated by:
- A. Agreement of the parties.
 - B. The Superintendent's death.
 - C. Disability of the Superintendent. Should the Superintendent be unable to perform the duties and obligations of this Contract, by reason of illness, accident, or other causes, and such disability exists for a period of sixty (60) calendar days in any one hundred eighty (180) calendar-day period, or if such disability is permanent, irreparable, or of such nature as to make the performance of the Superintendent's duties impossible, the Board may, at its option, terminate the Superintendent's employment upon fourteen (14) days written notice to the Superintendent and the opportunity for a hearing

before the Board in closed session on the issues of disability and performance.

- D. Discharge for cause. "For cause" shall mean any conduct, act, or failure to act by the Superintendent which is substantially detrimental to the best interest of the School District; however, the Board may not call for discharge arbitrarily or capriciously. In the event of discharge for cause, the Superintendent shall be provided with written reasons, notice of hearing, and a fair hearing before the Board. If the Superintendent chooses to be accompanied by counsel at such hearing, all such personal expenses shall be paid by the Superintendent. If the Board and the Superintendent enter into a severance agreement in resolution of a dispute under this subparagraph D, the salary and any benefits provided for in such agreement shall be limited to twenty weeks from the date of termination in accordance with the Illinois Government Severance Pay Act. No such salary and benefits shall be provided by the Board if the termination is for misconduct as defined in the Act.
- E. Unilateral termination by the Board. Effective no earlier than July 1, 2029, the Board may, at its option, and by a minimum of ninety (90) days' written notice to Superintendent, unilaterally terminate this Contract during its term without cause. In the event of such termination, the Board shall pay to the Superintendent, as liquidated damages for breach of contract, the remaining compensation and health insurance benefits owed under this Contract. The payment by the Board under this paragraph shall be the Superintendent's

exclusive remedy for any claims of breach of this Contract due to the Board's unilateral termination.

F. Unilateral termination by the Superintendent. The Superintendent may unilaterally and voluntarily terminate this contract during its term, subject to the following conditions. In the event of unilateral termination with at least one hundred eighty-days' notice to the Board and an effective date at the end of the school year, the Superintendent shall pay to the Board fifteen thousand and no/100 (\$15,000.00) dollars, which relates to some of the aggregate costs to the Board of the search to obtain the Superintendent's successor and any interim replacement. In the event of unilateral termination with less than one hundred eighty days' notice or an effective date not at the end of the school year, the Superintendent shall pay to the Board, as liquidated damages, thirty thousand and no/100 (\$30,000.00) dollars, which relates to much of the aggregate costs to the Board of the search to obtain the Superintendent's successor and any interim replacement. The payment of liquidated damages by the Superintendent under this paragraph shall be the Board's exclusive remedy for any claims of breach of this Contract due to the Superintendent's unilateral termination. This paragraph, however, does not apply if the parties mutually agree to end this Contract or to termination for disability which qualifies the Superintendent for disability benefits from TRS.

21. **Non-Renewal at the End of the Contract Term:** If the Board or the Superintendent decides not to renew this Contract at the end of its term, notice of such intention

and an opportunity for a closed session hearing shall be given by April 1 of the last year of this contract in accordance with Section 10-21.4 of the Illinois School Code. The Superintendent shall notify the Board of its obligations by March 1, and the Board shall give notice of intention not to renew this contract by April 1, of the last year of this contract. If the Superintendent timely gives notice of the Board's obligations and the Board then fails to give the Superintendent timely notice in accordance with this paragraph, this contract shall be automatically extended for one additional year as provided in Section 10-21.4.

22. **Licensure:** The Superintendent shall furnish to the Board before beginning employment under this Contract a valid and appropriate license to act as Superintendent of Schools, and for the 2026-2027 school year, to act as Principal. Such license shall be maintained and in effect at all times during the term of this Contract.

23. **Notice:** Any notice or communication permitted or required under this contract shall be made in writing and shall become effective on the day of service thereof by personal service or by first class mail, registered or certified, return receipt requested, postage prepaid, sent to the parties at their respective addresses listed below, or at such other addresses as the parties may from time to time advise in writing.

If to the Board, to:

President – Board of Education
7329 W. 63rd Street
Summit, IL 60501

And to the President's District email address

If to Superintendent, to:

Dr. Brandon Cotter
Home address on file with School District

And to his District email address

24. **Miscellaneous:**

- A. The parties may execute this Contract in one or more counterparts, each of which shall be considered an original, and all of which taken together shall be considered the same instrument.
- B. This Contract contains all the terms agreed upon by the parties with respect to its subject matter and replaces and supersedes all prior employment agreements, arrangements, and communications between the parties concerning such subject matter whether oral or written. No modification or amendment of this Contract, other than provided above, shall be valid or binding on the parties unless it is in writing and executed by the Board and Superintendent.
- C. This Contract has been executed in Illinois and shall be governed by the laws of the State of Illinois in every respect. Jurisdiction and venue for all disputes shall be the Circuit Court located in Cook County, Illinois, or the federal district court for the Northern District of Illinois.
- D. Paragraph headings and numbers have been inserted for convenience only; if there is any conflict between any headings or numbers and text, the text shall control.
- E. If any provision of this Contract is subsequently declared by the proper legislature or judicial authority to be unlawful or unenforceable, all other provisions of this Contract shall remain in full force and effect.
- F. This Contract shall be deemed dated and become effective on the date the last of the parties signs as set forth below the signature of their duly authorized representatives.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed in their respective names and in the case of the Board, by its President and Secretary.

BOARD OF EDUCATION, ARGO COMMUNITY HIGH SCHOOL DISTRICT 217, COOK COUNTY, ILLINOIS

By:  Dated: May 21, 2026
John McGinn (May 21, 2026 11:38:04 EDT)
President

ATTEST BY:  Dated: 5/20/26
Secretary

SUPERINTENDENT

By:  Dated: 4/23/26
Dr. Brandon Cotter

EXHIBIT A
PERFORMANCE GOALS AND INDICATORS

Goal 1: Student Growth and Postsecondary Readiness

The Superintendent shall support continued student achievement and postsecondary readiness, with a focus on sustaining recent progress and expanding opportunities for all students.

Indicators of success may include, but are not limited to:

- Continued performance in areas reflecting college and career readiness.
- Maintenance or expansion of student participation in advanced or college-level coursework and programs.
- Evidence of ongoing student progress as reflected in district data and reports.

Goal 2: Financial Stewardship and Operational Leadership

The Superintendent shall provide effective financial oversight and operational leadership to support the district's priorities and long-term stability.

Indicators of success may include, but are not limited to:

- Development and management of the district's annual budget in alignment with Board priorities.
- Maintenance of sound financial practices and overall fiscal stability.
- Implementation of operational practices that support efficient and effective district functioning.

Goal 3: Communication, Community Engagement, and Governance

The Superintendent shall promote clear communication, positive community relationships, and effective collaboration with the Board of Education.

Indicators of success may include, but are not limited to:

- Ongoing communication with staff, families, and the community regarding district matters.
- Opportunities for stakeholder input and engagement.
- Support of Board operations through timely information and collaboration.

BC Superintendent Contract 26-31

Final Audit Report

2026-05-21

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