

DUPAGE HIGH SCHOOL DISTRICT 88
PERFORMANCE-BASED SUPERINTENDENT’S CONTRACT

This Employment Contract is made and entered into this 12th day of June, 2023, effective July 1, 2023, by and between the Board of Education of DuPage High School District 88, DuPage County, Illinois, (the “Board”), and Dr. Jean Barbanente, (the “Superintendent”). The Board and the Superintendent agree as follows:

1. **TERM.** In accordance with the provisions of Section 10-23.8 of the School Code (105 ILCS 5/10-23.8), the Superintendent is hereby employed as the superintendent of the School District under this multi-year performance-based contract for the period beginning July 1, 2023 through June 30, 2028. The contract year under this contract is July 1 through the immediately following June 30. The Board has determined that all of the Superintendent’s prior performance and improvement goals have been met.

2. **DUTIES.** The Superintendent shall have charge of the administration of the schools under the direction of the Board as follows: The Superintendent shall be the chief executive officer of the Board; shall direct and assign teachers and other employees of the schools under the Superintendent’s supervision; shall organize, reorganize and arrange the administrative and supervisory staff, including instruction and business affairs, as best serves the Board subject to the approval of the Board; shall select all personnel subject to the approval of the Board; shall from time to time suggest regulations, rules, and procedures deemed necessary for the well ordering of the School District, and, in general, perform all duties incident to the office of the superintendent and such other duties as may be prescribed by the Board from time to time and as set forth in the Board’s Policies.

Unless excused by the Board President or designee or in the event of an emergency, the Superintendent shall attend all Board meetings and provide administrative recommendations on each item of business considered by the Board.

3. **OUTSIDE ACTIVITIES.** The Superintendent shall confine her professional and employment activities to the business of the School District, except as provided in this Section or as otherwise approved by the Board President. On an occasional, short-term basis reported to the Board’s President, the Superintendent shall be permitted to undertake writing, teaching, and speaking engagements. Any consulting work undertaken by the Superintendent for compensation must be accomplished on the Superintendent’s vacation days, holidays, or other non-duty days. The Board’s President shall be notified of the nature of the foregoing activities, which shall not interfere with the performance of her duties as Superintendent.

4. **PERFORMANCE GOALS AND INDICATORS.** This is a performance-based contract, a fundamental principle of which is that achievement of the Board’s strategic plan will enhance student performance and achieve academic improvement. In addition to the duties set forth above, those duties prescribed by the laws and regulations of 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, the Superintendent shall annually, with the assistance of her administrative team: (1) evaluate student performance, including but not limited to student performance on standardized tests, successful completion of the curriculum, and attendance, (2) review the curriculum and instructional services, (3) review school finances, and (4) report to the school board on her findings as to student performance and recommendations, if any, for curriculum or instructional changes as a result of the evaluation of student performance. The Parties plan to also attach “Tasks and Schedules for Implementation of the Strategic Plan” as additional goals and indicators of her performance and duties. The parties agree that the goals within this paragraph and, when added, said tasks and schedules are goals and indicators of student performance and academic improvement within the schools of the School District pursuant to Section 10-23.8 of the School Code (105 ILCS 5/10-23.8).

By June 30 of each contract year, the Board will establish, in consultation with the Superintendent, tasks and schedules to be accomplished during the next contract year and such longer term tasks to be accomplished in later contract years to implement the strategic plan and other duties of the Superintendent. In the event the Board fails by June 30 of each contract year to establish the tasks and schedules for the following contract year, the Superintendent shall establish tasks and schedules which are substantially consistent with the strategic plan and the Superintendent’s other duties and notify the Board in writing of such tasks and schedules by no later than July 15 of the next contract year. All such tasks and schedules made during the life of this contract shall not be considered an amendment nor shall it be deemed that the Board and the Superintendent have entered into a new contract, nor that the termination date of the existing contract has been extended.

The Board and the Superintendent will also conduct at least one mid-year review by no later than the Board’s first meeting in February of each contract year and at such other times each contract year at the request of the Superintendent and/or Board and as the business of the Board permits. By May 31 of each contract year, the Board shall, as part of the annual evaluation of the Superintendent determine whether the tasks and schedules for the contract year have been met and if adequate progress has been made toward meeting those tasks and schedules to be completed in later contract years.

The primary measure of the performance and effectiveness of the Superintendent each year shall be whether the Superintendent has met the tasks and schedules for that contract year and has made adequate progress toward completion of the tasks and schedules which are to be accomplished in a later contract year, as such tasks and schedules are set by the Board in consultation with the Superintendent to implement the strategic plan and other duties of the Superintendent. Accomplishment of these tasks and schedules will also serve to indicate enhancement of student performance and academic improvement.

The Board will make its best effort to determine as part of its annual evaluation of the Superintendent whether the tasks and schedules for implementation of the strategic plan have been achieved and student academic performance improved. If so, the Board will consider an extension or rollover of this contract, although nothing prevents the Board and the Superintendent from entering into a new contract at the end of this contract even if the tasks and

schedules for implementation of the revised strategic plan were not achieved and/or student academic performance was not improved.

The Board and the Superintendent recognize that achievement of the tasks and schedules of the strategic plan and improvement of student academic performance is dependent on continued Board support of the strategic plan, including 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 the strategic plan. In such circumstances or where the Board is unwilling or unable to support the strategic plan, either financially or in principle, the Board and the Superintendent will modify or delete any of the strategic plan, tasks, or schedules as appropriate.

5. EVALUATION. The Board shall annually evaluate, discuss, and assess, in writing, the performance of the Superintendent by no later than May 31 of each contract year. If the Board has not completed the evaluation by May 31 of each contract year and the Superintendent, after May 31, has notified the Board in writing of such failure, the Board shall complete the evaluation within thirty (30) days after its receipt of such notice from the Superintendent. Provided, however, that any failure to evaluate or assess the performance of the Superintendent as provided herein shall not preclude the Superintendent's suspension (with or without pay) or termination hereunder.

This evaluation and assessment shall be reasonably related to the duties of the Superintendent, the goals, and objectives of the Board for the period in question and the goals and related tasks provided for in Section 4 of this contract.

The Superintendent shall submit to the Board a recommended format for this written evaluation and assessment of the Superintendent's performance. The Board shall meet and discuss the evaluation format with the Superintendent, attempting in good faith to agree on the development and adoption of a mutually agreeable evaluation format, but the Board shall ultimately determine such format.

6. LICENSURE. The Superintendent shall hold and maintain in force at all times during the term of this contract, a valid Illinois educator's license with the required endorsement for the Superintendent's service under this contract.

7. SALARY. The Board, as compensation for the duties set forth in this contract, shall pay the Superintendent a salary of Two Hundred Forty-Six Thousand Nine Hundred Forty-Eight and 13/100 Dollars \$246,948.13 for the time period of July 1, 2023 through June 30, 2024. In each subsequent contract year, the Board shall pay the Superintendent a salary of such amount that provides the Superintendent with a six percent (6%) increase in TRS creditable earnings over her TRS creditable earnings in the immediately prior contract year. The salaries set forth in this section shall not require any further or additional action by the Board, and shall not be considered an amendment, nor shall it be deemed that the Board and the Superintendent have entered into a new contract or that the termination date of this contract has been extended.

Salary shall be payable in equal installments in the same manner as the salaries of other twelve-month administrators in the School District are paid, less applicable withholdings.

The Board retains the right to increase the Superintendent's salary during the term of this contract and shall not make any other adjustments to the amount of salary provided in this Contract EXCEPT AS SET FORTH IN Section 8.H below. The Board further retains the right to increase the benefits provided to the Superintendent.

8. VACATION, SICK LEAVE, BENEFITS AND OTHER COMPENSATION.

A. VACATION. The Superintendent will be entitled to twenty-five (25) business days of vacation each contract year with full pay, to be taken at the discretion of the Superintendent, exclusive of, and in addition to, all legal school holidays observed by the Board. EXCEPT TO THE EXTENT PROHIBITED BY Section 8.H below, the Superintendent shall receive a payment in July 2023 for up to five (5) unused vacation days remaining from the 2022-2023 contract year for payment in lieu of using those vacation days; the vacation days so exchanged will be paid to the Superintendent on a per diem basis (1/240). EXCEPT TO THE EXTENT PROHIBITED BY Section 8.H below, the Superintendent may exchange up to five (5) unused vacation days remaining as of June 1 of the 2023-2024 contract year for payment in lieu of using those vacation days; the vacation days so exchanged will be paid to the Superintendent on a per diem basis (1/240) in June 2024. Any other unused vacation days remaining at the end of each contract year shall be forfeited and shall not be taken, compensated, or considered as accumulated. The parties agree that the terms of this paragraph provide the Superintendent with a reasonable and adequate opportunity to use all of the paid vacation days granted herein, and that this contract constitutes reasonable notice to the Superintendent of its terms.

B. SICK LEAVE. The Superintendent shall have the same number of paid sick leave days as provided to the District's teachers, including personal days that can be used as sick leave, notwithstanding any Board policy, practice, or precedent to the contrary.

C. LONG-TERM DISABILITY. The Board shall provide long-term disability insurance for the Superintendent, provided the Superintendent meets the ordinary qualification requirements of the Board's insurer, such that the Superintendent would be compensated in accordance with benefits afforded all District Office administrators, with full cost of the premium paid by the Board. However, such disability insurance benefits are subject to reductions for earnings as provided in the Monthly Benefit Section of the District's Long-term Disability Policy. In the event the Superintendent is terminated pursuant to Section 12.B of this contract, the Board shall continue to pay the full cost of the premium for such long-term disability insurance from the date of termination to the termination date set forth in this contract; the parties

expressly agree that this obligation shall survive the termination of this contract for that purpose.

D. PROFESSIONAL DUES AND EXPENSES. Membership fees in Board approved community service organizations, the Illinois Association of School Superintendents, the American Association of School Superintendents, as well as other organizations and associations to which the Superintendent is expected to belong, shall be paid by the Board, to the extent provided for in the Board's annual budget or as otherwise approved by the Board.

The Superintendent shall be expected to attend appropriate professional meetings at the local, state, and national levels. To the extent provided in the Board's annual budget or as otherwise approved in advance by the Board, the reasonable and necessary costs of attendance shall be paid by the Board.

The Board shall provide the Superintendent with professional periodicals to the extent provided in the Board's annual budget or as otherwise approved by the Board.

The Superintendent shall inform the Board in writing each contract year of professional memberships, conferences attended, and professional periodicals purchased at the Board's expense.

E. CONTRIBUTIONS TO TEACHERS' RETIREMENT SYSTEM. In addition to the annual salary set forth above, the Board shall pick-up and pay each year during the term hereof to the Illinois Teachers' Retirement System (TRS) a sum equal to the amount, which is required to be paid by, or on behalf of, the Superintendent to TRS and the Teacher Health Insurance Security Fund (THIS) on the creditable salary and benefits provided by this contract pursuant to Section 16-152.1 of the Illinois Pension Code, as amended from time to time. Although designated by the Illinois Pension Code as employee contributions, the amounts herein required to be picked up by the Board shall be paid by the Board in lieu of contributions by the Superintendent. The Superintendent shall not have the option of choosing to receive directly the amounts contributed to TRS or THIS by the Board on the Superintendent's 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.

F. LIFE INSURANCE. The Board shall provide for group term life insurance from the Board's insurer in the face amount of two (2) times the Superintendent's annual salary during the term of this contract (not to exceed a face amount of Five Hundred Thousand [\$500,000.00] Dollars), with the full cost of the premium paid by the Board, provided the Superintendent meets the ordinary qualification requirements of the Board's insurer. The Superintendent shall also have the option, if provided by the Board's insurer, to purchase, at her own expense, an additional amount of

insurance which, together with the insurance provided by the Board, shall not exceed a total face amount of Five Hundred Thousand (\$500,000.00) Dollars.

G. HEALTH AND DENTAL INSURANCE. The Board shall provide, for the Superintendent and members of Superintendent's immediate family, the health and dental benefit program, as may be amended from time to time, which the Board generally offers its employees commonly referred to as Plan B. The Board shall pay all of the premiums for such program so long as it is able to do so without incurring any additional cost, tax, or penalty for doing so. In the event that the Board's payment of such premiums would result in it incurring any additional cost, tax, or penalty, then the Board's premium payment shall automatically be reduced to the maximum amount that may be paid without incurring such additional cost, tax or penalty, and the Superintendent will receive the amount by which the premium payments were reduced in another form of compensation, EXCEPT TO THE EXTENT PROHIBITED by Section 8.H below. The implementation of this section shall not be considered an amendment, nor shall it be deemed that the Board and the Superintendent have entered into a new contract or that the termination date of this contract has been extended.

H. LIMITATION ON COMPENSATION. Notwithstanding any provision of this contract, or any other agreement, contract, incentive, policy, practice or precedent to the contrary, in no event will the Superintendent be eligible for or entitled to the receipt of any salary or compensation increase, incentive or benefit during the term of this contract, or any extension thereof, that would cause her total TRS-creditable compensation, salary and fringe benefits, as defined by TRS ("total TRS-creditable compensation") to increase by more than six percent (6%) over her prior year's total TRS-creditable compensation, or the maximum amount which would not require the payment of any employer or employee contribution, penalty or other payment to any State pension or retirement system or the State of Illinois, whichever is less. Execution of this contract by the Superintendent includes her acknowledgement and agreement to the foregoing limitation. The total compensation received by the Superintendent as set forth in this contract and limited by this provision constitutes the entire compensation, salary and benefits paid to the Superintendent by the Board. The Superintendent, in further consideration of her receipt of such total compensation, agrees to waive and otherwise forgo the receipt of any such increase, incentive or benefit that would cause her total TRS-creditable compensation for any year during the term of this contract to exceed the foregoing limitation.

The compensation, salary and benefits set forth in this contract shall not be increased beyond the foregoing limitation but may be decreased for sufficient cause or in order to comply with the requirements of any subsequently enacted applicable law or regulation. Any such decrease in salary or benefits shall not be considered an amendment nor shall it be deemed that the Board and the Superintendent have entered into a new contract, or that the termination date of this contract has been extended.

9. EXPENSES.

A. REIMBURSEMENT. The Board shall reimburse the Superintendent for reasonable and proper expenses incurred by the Superintendent in the continuing performance of the Superintendent's duties under this contract in an amount not to exceed the amount budgeted by the Board.

B. AUTOMOBILE EXPENSES. The Board shall reimburse the Superintendent for automobile expenses incurred in the use of the Superintendent's personal automobile for school business at the then-current IRS per mile reimbursement rate in an amount not to exceed the amount budgeted by the Board.

This reimbursement is to be in addition to, and independent of, the reimbursement paid under Paragraph 9.A. above for travel not involving the Superintendent's use of the Superintendent's personal automobile. The Superintendent shall submit appropriate substantiation for all automobile expenses incurred. To the extent that this reimbursement is unsubstantiated, it shall be included in the Superintendent's taxable income.

10. TENURE. By accepting this contract, the Superintendent waives all rights granted her under Sections 24-11 through 24-16 of the School Code, as may be amended from time to time, solely for the term of the contract. The Superintendent shall not lose her previously acquired tenure credit with the district.

11. TERMINATION OF EMPLOYMENT CONTRACT.

This contract may be terminated by:

A. Mutual agreement of the parties.

B. Disability of the Superintendent. The Board may terminate this contract during its term by written notice to the Superintendent at any time after the Superintendent has exhausted any accumulated sick leave and such other leave as may be available and is permanently disabled or has been absent from the Superintendent's employment for whatever cause for an additional continuous period of ninety (90) days. All obligations of the Board shall cease upon such termination, except as provided in Section 8.C of this Agreement.

C. Discharge for Cause. During the term of this contract, the Superintendent may be discharged for cause, which shall mean conduct which is seriously prejudicial to the Board, including, but not limited to, breach of this contract, the Superintendent's material failure to achieve the performance goals set forth herein

(subject to the factors and circumstances set forth in the last paragraph of Section 4 of this contract), or any cause set forth in Section 10-22.4 of the School Code.

Notice of discharge for cause shall set forth specific reasons and shall be given in writing. Within five (5) days of receipt of the notice of discharge, the Superintendent may request, in writing, a hearing before the Board, which shall be in closed session. If no hearing is timely requested, the termination shall become effective on the date specified in the Board's notice. If the Superintendent requests such a hearing and chooses to be accompanied by legal counsel at such hearing, the Superintendent shall bear any costs therein involved. At the conclusion of any hearing, the Board shall determine whether or not to terminate this contract and the Superintendent's employment, and the Superintendent shall be provided a written decision describing the results of the hearing.

In the event that the Board offers to terminate the contract by paying the amount specified in paragraph 12. D, the requirement of cause and the hearing before the Board is hereby waived by the Superintendent.

D. Termination by Board of Education. The Board may, at its option, and by a minimum of ninety (90) days' notice to the Superintendent terminate this contract during its term without cause. In the event of such termination, the Board shall pay to the Superintendent, as severance pay, all of the aggregate salary the Superintendent would have earned under Section 7 of this contract from the actual date of termination to the termination date set forth in this contract.

E. Termination by the Superintendent. The Superintendent may, at the Superintendent's option, and by a minimum of ninety (90) days' notice to the Board, terminate this contract during its term. In the event of such termination, the Superintendent shall pay to the Board, not as a penalty but solely as liquidated damages, Twenty Five Thousand Dollars (\$25,000.00), which relate to all 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 termination.

F. Death of the Superintendent.

G. Non-Renewal. Either the Board or the Superintendent may non-renew this contract without cause in accordance with the applicable non-renewal provisions, if any, of the School Code, as amended from time to time.

Nothing shall prohibit the Board from suspending the Superintendent with pay pending completion of the requirements of this section. After the effective date of dismissal, the Superintendent shall not be entitled to compensation or benefits of any kind under this contract,

except that the Superintendent shall be entitled to any vested benefits payable under the rules of the Illinois Teachers' Retirement System.

12. MISCELLANEOUS.

A. 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 her individual capacity, or in her official capacity as agent and employee of the School District, provided the incident arose while the Superintendent was acting within the scope of her employment and excluding criminal litigation and such liability coverage as is beyond the authority of the Board to provide under state law. Except that, in no case will individual Board members be considered personally liable for indemnifying the Superintendent against such demands, claims, suits, actions and legal proceedings.

B. The Board is prohibited from knowingly employing a person who has been convicted of committing or attempting to commit certain criminal offenses. If the Superintendent receives, or a required criminal background investigation report reveals, that there has been a prohibited conviction, this contract shall immediately become null and void.

C. This contract has been executed in Illinois and shall be governed in accordance with the laws of the State of Illinois in every respect.

D. If, during the term of this contract, it is found that a specific clause of the contract is illegal under federal or state law, the remainder of the contract not affected by such a ruling shall remain in force.

E. The failure of the Board to exercise, or the Board's waiver of, any of its rights, or the Board's failure to require the Superintendent to perform any particular duty, under this contract shall not be deemed a waiver of such right or duty in any future instance unless otherwise expressly so stated in writing by the Board.

F. 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 contract, the text shall control.

G. 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.

H. 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.

IN WITNESS WHEREOF, the Board caused this contract to be signed by its duly authorized officers and the Superintendent has approved and signed this contract effective on the day and year specified in Section 1 above.

Superintendent

BOARD OF EDUCATION OF
DUPAGE HIGH SCHOOL DISTRICT
88, DUPAGE COUNTY, ILLINOIS

By: _____
President, Board of Education

Attest:

Secretary, Board of Education