

SUPERINTENDENT'S EMPLOYMENT CONTRACT (2026 – 2029)

AGREEMENT made this _____ day of February, 2026, between the **BOARD OF EDUCATION OF CHAMPAIGN UNIT SCHOOL DISTRICT NO. 4, CHAMPAIGN COUNTY, ILLINOIS**, hereafter referred to as the "Board," and **DR. GEOVANNY PONCE**, hereafter referred to as the "Superintendent."

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, 2026, and terminating on June 30, 2029, at an annual base salary of Three Hundred Seventy-Five Thousand Dollars and Zero Cents (\$375,000.00), payable in equal installments in accordance with the rules of the Board governing payments of other administrative staff members in the District. For the subsequent Contract Years, the annual salary shall be increased by three percent (3%) over the preceding Contract Year's annual salary if all goals set forth by the Board are satisfactorily met by the Superintendent as determined by the Board. The term "Contract Year" shall refer to each period under this Contract commencing on July 1 and ending on June 30.

From May 1, 2026, through June 30, 2026, the Superintendent shall be responsible for meeting from time to time with members of the Board and the current administration for the purpose of planning and effectuating a smooth and successful transition of leadership. The Superintendent and Board President shall agree upon the dates that the Superintendent shall meet with members of the Board and current administration during this time frame, and the Board President shall approve all such transition days. The Superintendent shall be provided such reasonable materials as are needed for the performance of his transition responsibilities. The Board hereby agrees to pay any such agreed upon transition days at the Superintendent's per diem rate of 1/260 of the 2026-2027 salary with a maximum of twenty (20) days paid prior to July 1, 2026, and to provide the TRS/THIS benefits as provided in paragraph A.2. The Superintendent shall be eligible for reimbursement of his travel expenses up to a maximum of \$2500.00, provided that he furnishes itemization of all such expenses. The provisions of Sections B, C, D, E, and G are not effective until July 1, 2026. The Superintendent hereby accepts employment upon the terms and conditions hereafter set forth.

2. **Teachers' Retirement System and Health Insurance Security Fund.** In addition to the annual salary stated in paragraph A.1 of this Contract, the Board shall pay on behalf of the Superintendent to the State of Illinois Teachers' Retirement System ("TRS") and the Teacher Health Insurance Security Fund ("THIS") the Superintendent's required member contributions on creditable earnings to the defined benefit pension plan and health fund. 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 and THIS. If the rate for the Superintendent's required contributions is reduced, the Board's payment of same will be reduced accordingly. The Superintendent shall have no right to receive any portion of the rate differential. 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 THIS, and further acknowledge that such contributions are made as a condition of employment to secure the Superintendent's future services, knowledge and experience. The Superintendent does not have the right to receive payment for any amounts that would have been contributed to the TRS or THIS by the Board on his behalf had the Superintendent's required contributions not been limited by TRS or THIS due to the application of the established limit for contributions to the pension plan or due to a refund of an overpayment of contributions because of a decrease in the applicable member rate, if any.

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.** As a required condition of new employment, and prior to commencing duties under this Contract, the Superintendent shall submit to a physical examination by a licensed medical provider and shall provide the Board with evidence of physical fitness to perform duties assigned and freedom from communicable disease. As a condition of employment, the Superintendent shall further 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; the Superintendent also agrees to comply with all health requirements established by law.

3. **Waiver of Tenure.** The Superintendent acknowledges that, pursuant to the Illinois *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. **Criminal Background Investigation and Sexual Misconduct Employment History Checks.** As a required condition of new employment, the Superintendent shall authorize a criminal background investigation by the Board, pursuant to the Illinois *School Code* and a DCFS Child Abuse Registry background investigation, and an employment history check for sexual misconduct pursuant to Public Act 102-0702. The Superintendent acknowledges that this Contract is contingent upon the Board deeming acceptable the results of the criminal background investigation as well as a DCFS Child Abuse Registry check, a Statewide Sex Offender Database check, a Statewide Murderer and Violent Offender Against Youth Database check, and the

employment history check for sexual misconduct. The Superintendent understands that the Board has relied on the information the Superintendent provided to the District in the application process in making its decision concerning employment and that the Board reserves the right to terminate this Contract in the event any information the Superintendent provided to the District during the application process is untrue, inaccurate, or demonstrably incomplete.

As required under Section 10-21.9 of the Illinois *School Code*, the Superintendent further acknowledges that the continuation of this Contract is contingent on the Board deeming acceptable the results of periodic re-checks of the Statewide Sex Offender Database and the Statewide Murderer and Violent Offender Against Youth Database as such re-checks are periodically required by law. The Board reserves the right to terminate this Contract should any required, periodic re-check result in the Superintendent being deemed by the Board (in accordance with applicable law) unacceptable to work in the School District.

5. 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, 2026. The Superintendent further represents that all information provided to the District in the process of application for employment was true and complete, and that the Superintendent is otherwise qualified for employment with the Board.

6. Residency. As a required condition of employment, the Superintendent shall reside within the corporate boundaries of Champaign Unit School District No. 4 no later than January 1, 2027. Failure to comply with this residency requirement shall constitute grounds for termination pursuant to Section F of this Contract.

C. BENEFITS

1. Automobile Allowance. The Board will provide the Superintendent with a Three Hundred Fifty Dollar and Zero Cents (\$350.00) monthly automobile allowance in lieu of in-district transportation reimbursement for work-related travel within Champaign County in accordance with the Board's travel expense reimbursement policy, if applicable, and applicable law.

2. Reimbursement of Business Expenses. Except for in-district travel and mileage reimbursement as provided in paragraph C.1., 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.

3. 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. 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.

4. **Insurance.** The Board will provide the Superintendent with the following Board-paid benefits:
 - a. Fully paid family hospitalization/medical insurance, as provided under any group program effective in the District;
 - b. Liability indemnification and protection, as provided under the District's liability insurance policies; and
 - c. Term life insurance, in the amount of the Superintendent's base salary for each fiscal year, as provided under any group program effective in the District and subject to all eligibility conditions of the group program carrier, with the Board paying 100% of the premiums; and

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 further in its discretion, make a corresponding increase in the Superintendent's salary or other compensation to offset the diminished cash value, if any, of the change in such insurance premium benefit.

5. **Vacation.** The Superintendent shall be entitled to a paid vacation of twenty-four (24) 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 Contract Year in which it was granted or will be forfeited and unavailable for use or compensation. At no time may the Superintendent have available for use more than twenty-four (24) days of vacation. The Superintendent shall also be entitled to all legal holidays as designated on the District calendar. Winter, Spring, Fall, and Summer recess periods shall constitute working days unless specifically scheduled and credited toward the vacation days listed above. The Board shall not pay the Superintendent for any accrued, unused vacation days unless payment is required by law. Any required vacation payment shall be made after the Superintendent's receipt of his final paycheck for regular earnings and after his last day of service.

6. **Sick and Personal Leave.** The Superintendent shall be granted paid sick leave, as defined in Section 24-6 of the Illinois *School Code*, of fifteen (15) working days each Contract Year which may be accumulated to a maximum of 340 days. The Superintendent shall be granted paid personal leave of four (4) working days each Contract Year, which do not accumulate and

must be used in the Contract Year in which they earned. The Superintendent is not entitled to compensation for any earned but unused personal leave days.

7. **Professional Organizations.** The Board shall reimburse the Superintendent for all dues and membership fees to the following professional organizations: AASA, the School Superintendent's Association; ALAS, the Association of Latino Administrators and Superintendents; and IASA, the Illinois Association of School Administrators.

8. **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.

9. **Moving Expenses.** Pursuant to the residency requirement in paragraph B.6, the Board shall reimburse the Superintendent for up to Fifteen Thousand Dollars and Zero Cents (\$15,000.00) towards the reasonable expenses incurred in the Superintendent's move of his household to within the District's boundaries. The Superintendent shall provide itemization of the expenses incurred prior to the Board's reimbursement of the same.

10. **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.

11. **Non-Elective Board Contribution to 403(b).** In addition to the base salary in Section A.1 of this Contract, the Board shall make an Eleven Thousand Two Hundred Fifty Dollar (\$11,250.00) fully vested non-elective employer contribution by June 30 each Contract Year, toward an annuity policy or custodial account for the Superintendent as described in Section 403(b) of the *Internal Revenue Code*, in accordance with the Board's 403(b) Plan, provided and to the extent the Board maintains a 403(b) Plan that allows for non-elective employer contributions. The Superintendent does not have the option to receive this non-elective contribution in cash.

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, provided the Superintendent's salary and benefits afforded under this Contract are not reduced.

2. Extent of Service. The Superintendent shall devote his entire time, attention, and energy to the business of the School District and related professional activities.

3. Performance Goals and Indicators. In accordance with the requirements of the Illinois *School Code*, the parties agree that the following performance goals for the Superintendent have been established with respect to student performance and academic improvement, including the indicators listed beneath the goals that shall be used by the Board to measure the Superintendent's performance. 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 such as the Illinois 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 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 Illinois *School Code*.

4. Board-Superintendent Communications. No later than September 1, 2026, and annually thereafter, the Board and the Superintendent shall meet to discuss and agree upon the processes and procedures regarding their communications and working relationship. The Superintendent shall notify the Board President and Secretary of the Board by July 1 of each Contract Year of the parties' obligation to meet. 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 meet and discuss.

In addition, the Board members, individually, and the Board collectively, shall promptly refer to the Superintendent any criticisms or complaints about the Superintendent or the administration of

the School District for his attention and, if warranted, his study and recommendations. Nothing in this Paragraph impairs or otherwise impacts the Board's discretion to renew, non-renew, extend, amend, or terminate this Contract in accordance with those provisions.

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 January 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 December 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 January 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 such a hearing and shall bear his own costs in relation to requesting such a 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; or
- d. Death of 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. Reasons for discharge for cause shall be given in writing to the Superintendent,

who shall be entitled to ten (10) days' notice and a hearing before the Board to discuss such causes following receipt of the written reasons for discharge. 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 December. As required under the Illinois *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 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.

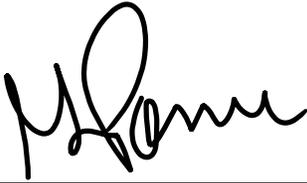
6. **Advice of Counsel.** Both parties have had the opportunity to seek advice of counsel.

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 _____ day of February 2026, upon formal approval by the Board at a duly convened meeting held this same date.

SUPERINTENDENT



Dr. Geovanny Ponce

**BOARD OF EDUCATION,
CHAMPAIGN UNIT
SCHOOL DISTRICT NO. 4
CHAMPAIGN COUNTY, ILLINOIS**

President

ATTEST:

Secretary