

**OSWEGO COMMUNITY UNIT SCHOOL DISTRICT NO. 308  
EXECUTIVE DIRECTOR'S CONTRACT**

**Executive Director's Name:** Dr. Bryan D. Zwemke  
**Contract Year:** 2023-2024  
**2023-2024 Base Salary:** \$138,000.00  
**Board Meeting Approval:** June 5, 2023

AGREEMENT made by and between the BOARD OF EDUCATION OF OSWEGO COMMUNITY UNIT SCHOOL DISTRICT NO. 308 ("the Board"), and Bryan D. Zwemke ("Executive Director"), ratified by a motion adopted at the regular above-mentioned meeting date of the board, and as documented in the minutes of that meeting.

IT IS AGREED:

**A. EMPLOYMENT AND COMPENSATION**

1. Employment and Work Year. The Executive Director is hereby hired and retained to work from July 1, 2023 to June 30, 2024 as the Executive Director of Human Resources for Oswego Community Unit School District No. 308, Oswego, Illinois.
2. Salary. In consideration for the base salary of \$138,000.00 for the 2023-2024 contract year, the Executive Director hereby agrees to devote such time, skill, labor and attention to this employment during the term of this Agreement and to perform faithfully the duties of the Executive Director as set forth in this Agreement or in policies or rules established by the Board.

The annual salary shall be paid in equal installments in accordance with the policy of the Board governing payment of salary to other members of the administrative staff.

Any salary or other adjustment or modification made during the term 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 Executive Director, nor as an extension of the termination date of this contract.

3. Teacher's Retirement System and Health Insurance Security Fund. In addition to the salary provided herein, the Board shall pay the retirement contribution to the Illinois Teachers Retirement System and the Teachers' Health Insurance Security Fund (THIS) contribution. Both parties acknowledge that the Executive Director does not have the option of choosing to receive the contributed amounts directly, instead of having such contributions paid by the Board to the State of Illinois TRS, and that such contributions are made as a condition of employment to secure the Executive Director's future services, knowledge, and experience.

**B. BENEFITS**

1. Insurance. The Board shall provide 80% for medical and dental insurance premiums, and 100% for vision insurance premiums for the Executive Director and the members of the

Executive Director's immediate family during the term of this Agreement in accordance with the basic insurance coverage provided to members of the professional staff.

2. Sick and Personal Leave. The Executive Director shall annually be entitled to twelve (12) days of sick leave and two (2) days of personal leave. Unused personal leave days will accumulate as sick leave days. Earned sick leave may accumulate to a maximum of 340 days. Every sick day that is issued for the current school year and eventually not utilized during that school year will be multiplied by 1.5 at the end of the school year (e.g., 10 unused sick days on June 30, 2024 will be converted in a credit of 15 sick days for the Executive Director's use.) This unused sick day multiplier will not be in effect during the four (4) years prior to retirement.
3. Vacation. The Executive Director will be entitled to twenty-five (25) work days of paid vacation annually. These twenty-five (25) vacation days will be granted on July 1 of each year, provided the Executive Director has no more than twenty-five (25) unused vacation days accumulated from previous year(s). In the event the Executive Director's vacation bank exceeds twenty-five (25) days as of July 1, the Executive Director will be granted only the number of vacation days that when added to previously accumulated vacation days will constitute a vacation bank of fifty (50) vacation days. Requests for vacation leave shall be made to the Superintendent or designee and shall be subject to the Superintendent's or designee's approval.
4. Term Life and Long-Term Disability Insurance. The Board shall provide \$100,000.00 of Term Life insurance and Long-Term Disability benefits for the Executive Director during the term of this Agreement.
5. In-District Travel. The Board shall provide the Executive Director \$200.00 each month for in-district travel expenses.

#### **C. CONDITIONS OF EMPLOYMENT**

1. Professional Educator License (PEL). During the term of this contract, the Executive Director shall furnish to the Board a valid and properly registered PEL issued by the State of Illinois Teachers' Licensure Board qualifying him/her to act as an Executive Director of the School District.

#### **D. DUTIES AND EVALUATION**

1. Duties. The duties and responsibilities of the Executive Director of Human Resources of this District shall be all those duties incident to the Executive Director's position as set forth in the Executive Director's job description and Board policies, those obligations imposed by Illinois law upon the Executive Director, and such other duties as from time-to-time may be assigned to the Executive Director by the Superintendent or designee.

During the term of this contract, the Executive Director shall spend one day identified by the Superintendent or designee serving as a substitute teacher in an area for which the Executive Director is endorsed.

The Executive Director 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.

2. Evaluation. Annually, the Superintendent or designee shall review with the Executive Director and assess the Executive Director's overall performance.

#### **E. RENEWAL AND TERMINATION OF CONTRACT**

1. Renewal. This contract may be extended at the end of any contract year by mutual agreement of the Board and the Executive Director.
2. Non-Renewal or Reclassification. In the event the Board determines not to renew the Executive Director's employment, this contract shall expire on June 30, 2024. Written notice of non-renewal or written notice of reclassification shall be given to the Executive Director by the Board in accordance with any applicable requirements of the School Code.

3. Grounds for Termination.

This employment contract may be terminated at any time during its term by:

- a) Receipt of an annual summative evaluation rating of "Needs improvement" or "Unsatisfactory".
- b) Mutual agreement. During the term of this contract, the Board and the Executive Director may mutually agree, in writing, to terminate this Agreement.
- c) Permanent Disability. If illness, incapacity, or any other condition causes the Executive Director to be absent in one school year, after exhaustion of all available leave, for more than 90 consecutive work days, such absence may be considered a permanent disability and the Board, at its discretion, may terminate this Agreement, whereupon the respective duties, rights and obligations of the Parties shall terminate.
- d) Cause. Throughout the term of this Agreement, the Executive Director shall be subject to discharge for cause provided, however, that the Board does not arbitrarily or capriciously call for dismissal, and that the Executive Director shall have the right to service of written charges. Discharge for cause shall be for any conduct, act, or failure to act by the Executive Director which is detrimental to the best interests of the School District. The Executive Director's failure to comply with the terms and conditions of this contract shall also be sufficient cause for purposes of discharge as provided in this contract.

#### **F. NOTICES / MISCELLANEOUS**

1. All notices under this contract shall be deemed sufficient if given in writing and served upon the Executive Director and the President of the Board personally or by certified mail, return receipt requested. Notices shall be addressed to the Executive Director at the address furnished by the Executive Director and on file in the Executive Director's personnel file and to the President of the Board at the District Administrative Center.
2. It is the responsibility of the Executive Director to inform the Superintendent or his/her designee, if the Executive Director is named a finalist for any other position outside of School District 308.

3. This Agreement has been executed in Illinois, and shall be governed in accordance with the laws of the State of Illinois in every respect.
4. Paragraph headings and numbers have been inserted for convenience or reference only, and if there shall be any conflict between the headings or numbers and the text of this Agreement, the text shall control.
5. This agreement may be executed in one or more counterparts, each of which shall be considered an original, and which taken together shall be considered one and the same instrument.
6. This Agreement contains all of 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.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in their respective names, and in the case of the Board, by its President, on the day and year first written above.

EXECUTIVE DIRECTOR

BOARD OF EDUCATION  
OSWEGO COMMUNITY UNIT  
SCHOOL DISTRICT NO. 308

\_\_\_\_\_  
Dr. Bryan Zwemke

By:\_\_\_\_\_  
President

ATTEST:

\_\_\_\_\_  
Secretary