

SUPERINTENDENT'S EMPLOYMENT CONTRACT (2023-2026)

THIS AGREEMENT is made on February 1, 2023, between **DR. NEIL LESINSKI** ("Superintendent") and the **BOARD OF EDUCATION OF COMMUNITY HIGH SCHOOL DISTRICT NO. 155, MCHENRY COUNTY, ILLINOIS** ("the Board") (collectively, "the parties").

A. EMPLOYMENT AND COMPENSATION

1. Salary and Term of Employment. The Board employs the Superintendent for a multi-year period of three (3) years, commencing on July 1, 2023, and terminating on June 30, 2026. For the 2023-2024 contract year, the Superintendent will be paid a base salary of \$198,621. The Superintendent's annual salary for the remaining contract years under this Contract will be determined solely by the Board after the completion of the Superintendent's annual performance evaluation but will not be less than the Superintendent's annual salary for the prior contract year.

"Contract years" under this Contract are from July 1 through the following June 30. The Superintendent's salary will be payable in equal installments in accordance with the rules of the Board governing payments of other administrative staff members in the District. The Superintendent accepts employment upon the terms and conditions set forth in this Contract.

2. Teachers' Retirement System and Health Insurance Security Fund. In addition to the annual salary stated in Section A.1 and all other creditable earnings within the Contract, the Board will pick up and 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 has no 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 Superintendent's contribution rate in a given contract year increases, the Board will not pick up any increase over the rates in effect at the commencement of this Contract. If the rate for the Superintendent's required contributions is reduced, the Board's payment of same will be reduced accordingly. The Superintendent has 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.

3. Creditable Earnings. The parties 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 will 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, and as a condition of continued employment, the Superintendent must hold and maintain a valid and properly registered professional educator license issued by the Illinois State Educator Preparation and Licensure Board, with the necessary endorsement(s) qualifying him to act as the Superintendent in the District. The Superintendent also must satisfy any other license renewal and training and prequalification requirements necessary to enable him to legally evaluate licensed staff members and educational support personnel.

2. **Medical Examination.** The Superintendent will 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 District during the term of this multi-year Contract. Upon acceptance of this Contract, the Superintendent does not lose any previously acquired tenure credit with the District.

4. **Criminal Background Investigation and Sexual Misconduct Employment History Checks.** 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 District.

5. **Employment Representations.** The Superintendent represents that he is not under contract with any other employer, including but not limited to school districts or cooperatives, for any portion of the term covered by this Contract. The Superintendent further represents that all information provided to the District in the process of application for employment was true and complete.

C. BENEFITS

1. **Mileage and Reimbursement of Business Expenses.** The Board will reimburse the Superintendent during the term of this Contract for necessary automobile travel incurred in connection with the Superintendent's employment responsibilities that are outside the District, at the highest permissible mileage allowance permitted under the *Internal Revenue Code* and the regulations promulgated thereunder. The Superintendent will, at least quarterly, provide the Board with proper itemization and substantiation of all allowable reimbursable mileage. The Board also will reimburse the Superintendent in conformance with District procedures for

reasonable expenses incurred in the performance of his duties. The Superintendent will itemize and substantiate all expenses incurred pursuant to this provision in accordance with the regulations of the *Internal Revenue Code*, as amended.

2. **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. The Board makes such provision and 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. The Board or its designee may request the electronic data or property maintained and related to the District on the Superintendent's cell phone, and the Superintendent will retain and promptly provide the requested information.

3. **Insurance.** The Board will provide the Superintendent with the following Board-paid insurance benefits during the term of this Contract:

- a. 100% of the premium for individual or family hospitalization/medical insurance, as provided under any group program effective in the District, to the extent the Superintendent enrolls in such insurance program;
- b. Liability indemnification and protection, as provided under the District's liability insurance policies; and
- c. Term life insurance, in the amount of two (2) times the total compensation and benefits payable to the Superintendent under Sections A.1, A.2, and C.2 of this Contract, as provided under any group program effective in the District and subject to all eligibility conditions of the group program carrier.

If, at any time during the term of this Contract, the Board's payment of insurance premiums or any other stipend or benefit under this Contract is deemed to constitute a discriminatory or otherwise impermissible benefit under law or regulation or other official guidance subjecting the Board to potential penalties, benefit plan failures, or new or increased tax payments, then the Board may, in its discretion, decrease or modify its payment for such insurance.

4. **Vacation.** The Superintendent is entitled to a paid vacation of 25 working days in each contract year. Any vacation time in excess of three (3) consecutive school days is subject to mutual agreement by the Board President and the Superintendent. Vacation must be taken within the twelve-month contract year in which it was earned. Any unused vacation days will be lost and not available for use or payment, provided, however, that with the exception of the final contract year of this Contract, unused vacation days may be carried over with the approval of the Board. The Superintendent also is entitled to all legal and school holidays as designated on the District calendar. Winter, Spring, and Summer breaks are work days unless specifically

scheduled and deducted from the vacation days listed above. If any earned vacation days must be paid to the Superintendent upon his resignation/termination and departure from the District, the payment required by law or this Contract will be made after the Superintendent's last day of service and after his receipt of final paycheck for regular earnings and, as such, is not intended to be part of the Superintendent's creditable earnings for that contract year.

5. Sick Leave. The Superintendent is granted sick leave, as defined in Section 24-6 of the *School Code*, of 14 working days per year, which may be accumulated to a maximum of 340 days or such other maximum number of days the Board makes available to the certified professional staff.

6. Professional Meetings and Civics Organizations Attendance. The Superintendent is encouraged 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 by and for the Superintendent will be paid by the Board in accordance with the Board's travel and expense reimbursement policy and procedures. In addition, the Board will pay for all dues and membership fees for the Superintendent's membership in four (4) professional or civic organizations; dues and membership fees for additional professional or civic organizations shall be subject to prior Board approval. The Superintendent is not to be absent from his duties at the District for more than five (5) working days for attendance at such professional and/or civic organization activities without utilizing accumulated vacation. Further, the Superintendent will notify the Board President of meetings for both professional and civic organizations at the local level, while attendance and payment for attendance at state and national professional activities will be submitted by the Superintendent to the Board President for approval.

7. Annuities and Deferred Compensation. From the annual salary stated in Section A.1 of this Contract, the Superintendent may authorize a salary reduction in order that the Board may purchase a 403(b)-eligible product for the Superintendent as described in Section 403(b) of the *Internal Revenue Code*, in accordance with the Board's 403(b) Plan if offered, and provided that the Superintendent confirms that any deferrals and/or reductions are within *Internal Revenue Code* limitations. Nothing in this Contract limits the Superintendent's ability to participate in the TRS Supplementary Savings Plan (457(b) plan) at his own expense.

In addition, the Board will make an annual non-elective employer contribution for each contract year on behalf of the Superintendent in the amount 8.0% of the annual salary stated in Section A.1 of this Contract toward any 403(b) annuity or 457(b), 401(a), or other qualified deferred compensation plan considered creditable under the TRS regulations as may be available in the District. The Superintendent will not be offered a cash benefit for this non-elective contribution.

D. POWERS AND DUTIES

1. Duties. The Superintendent will have charge of the administration of the schools under the direction of the Board; he will be the chief executive officer for the Board; he will recommend the selection, retention, and dismissal of, and direct and assign, teachers and other

employees of the District under his supervision; he will organize and direct the administrative and supervisory staff; he will 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 will direct the keeping of all records and accounts, and aid in the making of all reports, as required by the Board; he will recommend rules, regulations, and procedures deemed necessary for the welfare of the District; and, in general, he will 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 is responsible for and deemed to have knowledge of, all of the policies, rules, and regulations established by the Board and will 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 term, salary and benefits afforded under this Contract are not reduced.

2. Extent of Service. The Superintendent will devote his entire time, attention, and energy to the business of the District and related professional activities. With the permission of the Board, the Superintendent may attend university courses, seminars, or other professional growth activities; serve as a consultant to another district or educational agency for a short-term duration without loss of salary; and lecture and engage in writing activities and speaking engagements. The Superintendent may not jeopardize the functioning of the District by any lengthy and conspicuous absence.

3. Performance Goals and Indicators. In accordance with the requirements of the Illinois *School Code*, the parties agree that performance goals for the Superintendent have been established with respect to student performance and academic improvement, including the indicators listed beneath the goals that will be used by the Board to measure the Superintendent's performance. The performance goals and criteria are set forth in Appendix A of this Contract and are incorporated by reference. The Board will 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 will make this determination after an evaluation of the Superintendent and will issue its determination in writing and present it to the Superintendent.

Additionally, the Board reserves the right to establish, with input from the Superintendent, additional annual goals for the Superintendent that are not intended to be performance goals within the meaning of the *School Code*. The Superintendent's annual goals for 2023-2024 are attached as Appendix B. The Board's and Superintendent's decision to add, modify, or replace performance goals will be in implementation of this provision of this Contract and does not constitute or require an amendment to this Contract.

E. RENEWAL, EXTENSION, AND AMENDMENT OF CONTRACT

1. Non-Renewal. Notice of intent not to renew this Contract will be given to the Superintendent by the Board by April 1 of the contract year in which the Contract expires. This

notice will be in writing and state the specific reason for non-renewal. Failure to provide timely notice of non-renewal will extend this Contract for one (1) additional school year. The Superintendent will notify the President and Secretary of the Board by February 1 of the contract year in which the Contract expires that failure of the Board to give the Superintendent said notice of intent not to renew will extend this Contract for one (1) additional school year. The failure of the Superintendent to give the required reminder notice to the Board constitutes a waiver of the obligation of the Board to give its notice of intent by April 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.

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, provided that the performance goals and indicators set forth in Section D.3 of this Contract have been met. In that event, the Board will take specific action to discontinue this Contract and enter into a new contract of employment.

3. Amendment. Any salary or other adjustment or modification made during the life of this Contract will be in the form of a written amendment and will become a part of this Contract, but such adjustment or modification is not to 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:

- a. By mutual agreement, in writing;
- b. Upon the Superintendent's permanent disability (inability to perform essential job functions with or without accommodation);
- c. Via discharge for cause;
- d. Upon the death of the Superintendent; or
- e. For the Superintendent's failure to meet the performance goals and indicators set forth in Appendix A of this Contract.

2. Cause. For purposes of Section F.1.c of this Contract, "cause" means any conduct, act, or failure to act by the Superintendent that is detrimental to the best interests of the District. Reasons for discharge for cause will be given in writing to the Superintendent, who is entitled to notice and a hearing before the Board to discuss such causes. If the Superintendent chooses to be accompanied by legal counsel, he will bear any costs involved with this representation. The Board hearing will be conducted in executive session.

G. EVALUATION

The Board and Superintendent agree that they will meet at least annually to discuss and evaluate their working relationship, rapport, and understanding. Each contract year, and by the

end of March of the last contract year of this Contract, the Superintendent's performance will be evaluated by the Board and a written evaluation of that performance given to the Superintendent. As required under the Illinois *School Code*, the Board will evaluate the Superintendent in his administration of 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 Appendix A of this Contract, and toward any additional annual goals established by the Board, also may be evaluated. After said evaluation, the parties will schedule a meeting to review the evaluation and determine, if necessary, the terms and conditions for the continued future employment of the Superintendent.

H. MISCELLANEOUS

1. **Notice.** Any notice required to be given under this Contract is sufficient if it is in writing and sent by mail to the last known residence of the Superintendent or to the President of the Board at the administrative office of the District, as applicable.

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 will 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 Illinois and is to be governed in accordance with the laws of the State of Illinois in every respect.

4. **Headings and Numbers.** Section numbers and headings have been inserted for convenience of reference only. If any conflict exists between the headings or numbers and the text of this Contract, the text will control.

5. **Counterparts.** This Contract may be executed in one or more counterparts, each of which is considered an original, and all of which taken together are 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.

8. **Effect of Agreement.** This Contract inures to the benefit of and is binding on the Board and its successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Contract upon formal approval by the Board at a duly convened meeting on the date set forth at the beginning of this Contract.

SUPERINTENDENT

[Redacted Signature]

Dr. Neil Lesinski

Date: 1-30-2023

**BOARD OF EDUCATION OF
COMMUNITY HIGH SCHOOL
DISTRICT NO. 155,
MCHENRY COUNTY, ILLINOIS**

[Redacted Signature]

By: _____
President

Date: 2/1/23

ATTEST

[Redacted Signature]

By: _____
Secretary

Date: 2/3/2023

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APPENDIX A

Performance Goals and Indicators

Annually, the Superintendent, with the assistance of his administrative team, will:

1. evaluate student performance (including but not limited to student performance in 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, in a form satisfactory to the Board, constitutes 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*.

APPENDIX B

2023-2024 Annual Goals

I. Vision, Mission, and Planning

1. Fall 2023: Convene a strategic planning committee that consists of all stakeholder groups (students, staff, Board of Education, parents/guardians, and community leaders).
2. Collect and examine data focused on student achievement gaps in academic progress, social-emotional wellbeing, and postsecondary planning.
3. Collaborate with strategic plan sub committees to establish short-term (1-year) and long-term (3-5 year) measurable goals and outcomes as well as action steps for achieving each goal.
4. Present a new phase of the D155 strategic plan to the Board in June for approval.

II. Student Success

1. Utilize the ISBE Equity Journey Continuum Report to address state identified “Large Gaps” in District 155 academic proficiency, discipline practices, and access to advanced academic programs.
2. Work to increase the percentage of students with a postsecondary goal submitted in School Links.

III. Resource Stewardship

1. Work to maintain “Financial Recognition” status.
2. Work to remain in compliance with Board Policy 4:20 (fund balance to revenue ratio of 30-35%).
3. Work to increase advertising revenue.