

## SUPERINTENDENT CONTRACT

This Contract is made this 11th day of September, 2023, by and between the Board of Education of Indian Prairie Community Unit School District No. 204, DuPage and Will Counties, Illinois (“the Board”) and Dr. Adrian Talley (“the Superintendent”).

The Board and the Superintendent agree as follows:

1. CONTRACT TERM

Dr. Adrian Talley is hereby employed as Superintendent of Schools for Indian Prairie Community Unit School District No. 204, for a three-year term from July 1, 2023 through June 30, 2026. As used herein, the phrase “Contract Year” refers to each period from July 1 to June 30 within the Contract term.

The Superintendent will notify the Board in writing no later than February 1 of the final year of this Contract, if he does not intend to renew the Contract at the end of the Contract term.

2. MULTI-YEAR CONTRACT

The Board and the Superintendent agree that this Contract is a multi-year contract within the meaning of Section 10-23.8 of the *School Code*. By accepting the terms of a multi-year contract, the Superintendent waives all rights granted him under Sections 24-11 through 24-16 of the *School Code* only for the term of the multi-year contract. However, the Superintendent does not waive any previously acquired tenure with the School District pursuant to the law.

3. PERFORMANCE STANDARDS

This is a performance-based contract pursuant to Section 10-23.8 of the Illinois *School Code*. The Board and the Superintendent agree that the goals and indicators set forth in Appendix A are linked to student performance and academic improvement. The goals stated in Appendix A shall be met by the Superintendent.

The Superintendent will annually cause a written report to be prepared for the Board of Education with respect to each of the goals identified in Appendix A, unless specific reports are required more or less frequently in the goals. The reports will assess whether the specific programs, plans and actions initiated have been effective in increasing student performance and obtaining academic improvement in the District’s schools. The reports may include, as appropriate: information from other administrators and staff; results of State or District tests and assessments; annual rates of attendance, retention, expulsions, graduation, student mobility and chronic truancy; results from parent, student and community surveys; and such other information as the Superintendent determines relevant. The Superintendent will discuss each report with the Board and make recommendations with respect to further actions.

Prior to the end of June, 2024 and the end of June of each subsequent year of this Contract, the Board and the Superintendent will either extend the current goals or, if the Board determines that the goals have been met, establish new student performance and academic improvement goals (including the indicators of student performance and academic improvement determined to measure such goals) for the next Contract Year, a copy of which will be included and incorporated herein.

Once the student performance and academic improvement goals have been attained, this Contract may be extended. The Board has determined that the Superintendent has met the goals and indicators of student performance and academic improvement as stated in the predecessor contract.

4. DUTIES

The duties and responsibilities of the Superintendent will include those duties set forth in the job description for the Superintendent, those obligations imposed by the laws of the State of Illinois, and any other duties normally performed by a Superintendent that from time to time may be assigned to the Superintendent by the Board.

5. COMPENSATION

For services rendered pursuant to this Contract, the Board agrees to pay to the Superintendent for the period from July 1, 2023 through June 30, 2024, an annual salary of Three Hundred Twenty-Two Thousand Two Hundred Three and No/100 Dollars (\$322,203.00). For each subsequent Contract Year, the Superintendent's annual salary will be increased by the percentage increase awarded to the District's teachers for BA Step 1 for the corresponding school year, as reflected in the then-current collective bargaining agreement between the Board and the Indian Prairie Education Association (IPEA), including any subsequent increases that may be agreed upon by the Board and IPEA for the applicable school year.

This annual salary will be paid in equal installments in accordance with the District's procedures for payment of salary to licensed members of the professional staff.

6. PROFESSIONAL LICENSE

The Superintendent will, at all times, possess a valid Professional Educator License for the State of Illinois, properly endorsed for the position of Superintendent, and provide the Board with such License and Endorsement.

7. OUTSIDE RESPONSIBILITIES

Nothing herein will prohibit the Superintendent from engaging in compensable or non-compensable employment or activities, including but not limited to professional consultation, speaking engagements, writing, teaching at a college or university, or holding office or otherwise accepting responsibilities related to a professional organization.

However, the Superintendent will not engage in any employment or activities which prevent him from performing his duties and responsibilities as provided herein, or which could be reasonably considered to be a conflict of interest.

In advance of accepting employment or activities for which he receives compensation, the Superintendent must advise the Board in writing of such employment or activity. If the employment or activity is of a continuing nature, it will require Board approval. The Board, in its sole discretion, may limit the amount of other employment or activities permitted pursuant to this paragraph.

8. EVALUATION AND REVIEW

The Board will appraise the performance of the Superintendent and provide him with a written evaluation in accordance with the evaluation process that has been mutually developed.

9. MEDICAL EXAMINATION

The Superintendent will have an annual physical examination performed by a physician selected by the Superintendent. The Board will pay the cost of said annual physical. The Superintendent will direct the examining physician to deliver the resulting medical certification of fitness for duty to the President of the Board. This report will be treated as confidential information by the Board. The Superintendent will advise the Board President confidentially of any illnesses or other conditions that will substantially interfere with the Superintendent's performance of his duties.

10. WORKER'S COMPENSATION

In the event that the Superintendent sustains a work-related illness or injury that is compensable under the Illinois *Worker's Compensation Act*, the Board will pay the Superintendent his full salary for any period of temporary total disability, without regard to whether the Superintendent has exhausted accumulated sick leave and vacation time. However, any temporary total disability payments payable pursuant to worker's compensation insurance coverage will be assigned to the Board.

11. PROFESSIONAL ACTIVITIES AND ORGANIZATIONS

The Superintendent is encouraged to be a member of service organizations and various professional organizations. The Board will pay the membership costs for the regional and Illinois Association of School Administrators, the American Association of School Administrators and such other organizations as approved from time to time by the Board. Costs related to attending state and national meetings and conventions of these organizations will be paid by the Board. If expenditures for such professional and service club memberships and conference attendance will exceed the amount approved in the annual budget, they require the prior approval of the Board. The Superintendent will notify the Board of attendance at such state and national meetings and conventions.

12. INSURANCE

The Board will provide the Superintendent and eligible dependents with family health, vision and dental insurance, and individual disability insurance, accidental death and dismemberment insurance, and group term life insurance (with a death benefit equal to two and one-half times his annual salary), in accordance with applicable District plans.

If providing health or dental insurance in accordance with this section could result in the Board being obligated to pay a penalty, excise tax, charge, or other fee due to changes and/or interpretations of the Internal Revenue Code or other laws affecting the provision of insurance benefits, or rules and regulations thereunder, the Board and the Superintendent will revisit health insurance coverage options to avoid the imposition of such penalty, excise tax, charge, or fee.

13. FLEXIBLE BENEFIT PLAN

The Superintendent may participate, at his expense, in the Flexible Benefit Plan available to all employees, in accordance with its terms.

14. VACATION

The Superintendent will be granted twenty (20) days annual vacation. The Superintendent may, at the end of any Contract Year, “cash-in” and be paid for up to ten (10) unused vacation days, at a per-day rate which will be calculated on the basis of the established District practice for vacation cash-in, provided that such cash-in will not cause the Superintendent’s creditable earnings to increase to the point at which the Board would incur a penalty with the Teachers’ Retirement System. Vacation days not subject to cash-in must be used by the Superintendent by the end of the Contract Year in which they are granted, or will be lost.

15. TEACHERS' RETIREMENT SYSTEM CONTRIBUTIONS

Unless prohibited by law, in addition to the compensation paid to the Superintendent as identified above, the Board will pay to the Teachers’ Retirement System of the State of Illinois the employee contributions payable upon such compensation as required by Section 16-152 of the Illinois Pension Code, and also the employee contributions required under Section 6.6 of the State Employees Group Insurance Act. Such payments will be made by the Board in addition to the compensation identified above so that the Superintendent’s net compensation after retirement payments is not less than the said compensation.

If the Board’s payments in accordance with this Section 15 are prohibited by law, the Board and the Superintendent agree to discuss, in good faith, a mutually agreeable increase in the Superintendent’s salary. The Board’s action to increase or otherwise change the Superintendent’s salary under this paragraph shall be in implementation of this provision and shall not constitute or require an amendment to this Contract.

16. AUTOMOBILE EXPENSES

The Superintendent will be provided a vehicle allowance of Five Hundred and No/100 Dollars (\$500.00) per month for in-district travel. The Board will reimburse the Superintendent for documented expenses incurred for out-of-district travel at the IRS rate in effect at the time the mileage is incurred.

17. ANNUITIES AND DEFERRED COMPENSATION

- a. Elective Deferrals: From the annual salary stated in Section 5 of this Contract, the Superintendent may (1) annually defer compensation pursuant to and in accordance with the terms of an eligible deferred compensation plan as described in Section 457(b) of the Internal Revenue Code if adopted by the Board and/or (2) 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 such deferrals and reductions are within Internal Revenue Code limitations.
- b. Non-Elective Employer Contributions: In addition to the annual salary stated in Section 5 of this Contract, the Board will make an annual non-elective employer contribution to a tax-sheltered annuity of the Superintendent's choice in accordance with Section 403(b) of the Internal Revenue Code, in the amount of Nine Thousand Dollars (\$9,000.00), contributed in a lump sum no later than December 31 of each Contract Year. The Board and the Superintendent agree that the Superintendent does not have the option to receive such 403(b) contributions directly or in cash.

18. SICK LEAVE

For each Contract Year, the Superintendent will be credited with the number of sick days allocated to regularly employed teachers under the then-current collective bargaining agreement between the Board and the Indian Prairie Education Association, to a maximum accumulation of 340 days. The Superintendent will be granted an additional three (3) days of personal leave annually which, if not used for personal reasons, may be used or accumulated as sick leave.

19. TERMINATION

- a. Mutual Agreement: During the term of this Contract, the Board and Superintendent may mutually agree in writing to terminate this Contract.
- b. Disability: If the Superintendent is unable, with reasonable accommodation, to perform the duties and obligations of this Contract, because of illness, accident or some other cause beyond the Superintendent's control, if such disability exists for a period of more than one hundred eighty (180) consecutive days or more than one

hundred eighty (180) out of two hundred ten (210) consecutive calendar days after the exhaustion of accumulated sick leave days and vacation days, the Board, at its option, may terminate this Contract, whereupon the respective duties, rights and obligations of the parties will terminate. Prior to termination for disability, the Superintendent may request and receive a hearing before the Board in closed executive session.

- c. For Cause: The Board may terminate this Contract for cause, including (but not limited to) the reasons set forth in Section 10-22.4 of the Illinois *School Code* and/or any act or omission by the Superintendent which is substantially detrimental to the best interests of the School District. In that event, reasons for discharge for cause will be given in writing to the Superintendent, who will be entitled to notice and a hearing before the Board to discuss the causes. The Superintendent may choose to be accompanied by legal counsel, at his expense. The Board hearing will be conducted in closed session and will be convened within thirty (30) days of the Superintendent's receipt of the notice of reasons for discharge. The Board will not arbitrarily or capriciously call for dismissal of the Superintendent.

The Board may suspend the Superintendent with pay pending completion of the requirements of this subsection. After the effective date of dismissal, the Superintendent will not be entitled to further payments of compensation of any kind under this Contract, except that the Superintendent will be entitled to any vested benefits payable under the terms and provisions of the Illinois Teachers' Retirement System.

- d. Unilateral Termination by the Board: The Board may, at its option, and by a minimum of 90 days' notice given to the Superintendent, unilaterally terminate this Contract, without cause. In the event of such termination, the Board will pay to the Superintendent, as severance pay, the lesser of the following: (1) an amount equal to twenty (20) weeks of compensation, or (2) all of the aggregate compensation and the cash value of fringe benefits that the Superintendent would have received had this Contract been in force until the termination date set forth in this Contract. However, pursuant to the Illinois Government Severance Pay Act (5 ILCS 415/1, *et seq.*), no severance pay will be provided if the Superintendent is discharged for misconduct as defined in the Act.
- e. Unilateral Termination by the Superintendent: The Superintendent may, at the Superintendent's option, and by a minimum of one hundred eighty (180) days' prior written notice to the Board with an effective date at the end of the school year, unilaterally terminate this Contract during its term effective no earlier than June 30, 2025. In the event of such unilateral termination, the Superintendent will pay to the Board, as liquidated damages, the sum of Twenty Thousand Dollars (\$20,000.00), which sum relates to some of the aggregate costs to the Board of the search to obtain the Superintendent's successor and a portion of the cost of any interim replacement. In the event of unilateral termination with less than one-hundred-eighty (180) days' notice or an effective date not at the end of the school

year, the Superintendent will pay to the Board, as liquidated damages, Thirty-Five Thousand Dollars (\$35,000.00), which sum relates to some of the aggregate costs to the Board of the search to obtain the Superintendent's successor and a portion of the cost of any interim replacement.

The payment of liquidated damages by the Superintendent under this subsection will be the Board's exclusive remedy for any claims of breach of this Contract due to the Superintendent's unilateral termination. However, this subsection does not apply in the event that the parties mutually agree to end this Contract or to termination for disability pursuant to the subsection above.

20. NON-RENEWAL

Notice of intent not to renew this Contract will be given to the Superintendent by the Board by March 1 of the year in which the Contract expires. Said notice will be in writing and state the specific reason for non-renewal. Failure to provide the notice of intent not to renew by the Board will extend this contract for one (1) additional year. 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 non-renewal. Such hearing will occur on or before May 1<sup>st</sup> of the Contract Year in which this Contract expires. Evidence of the specific reason for non-renewal must be presented by the Board to the Superintendent at the hearing. The Superintendent has the right to present evidence, witnesses and defenses on the grounds of non-renewal. The Board's decision after such hearing will be final.

21. MISCELLANEOUS

- a. This Contract has been executed in Illinois, and will be governed in accordance with the laws of the State of Illinois in every aspect.
- b. Section headings and numbers have been inserted for convenience of reference only, and if there is any conflict between any such headings or numbers and the text of this Contract, the text will control.
- c. This Contract may be executed in one or more counterparts, each of which will be considered an original, and all of which taken together will be considered one and the same instrument. Facsimile and PDF copies of the parties' signatures on this Contract will be deemed originals.
- d. 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. The parties specifically agree that the Superintendent Contract dated December 6, 2021 is hereby superseded and of no further effect.

- e. If any provision of this Contract is declared by any court of competent jurisdiction to be unlawful and/or unenforceable, the legality and enforceability of the remaining provisions will not be affected, and the unlawful or unenforceable provision will be deemed to be amended to the minimum extent necessary to render it legal and enforceable. If the provision cannot be so amended, the parties will promptly negotiate in good faith a replacement provision that will as closely as possible reflect the parties' original intent.

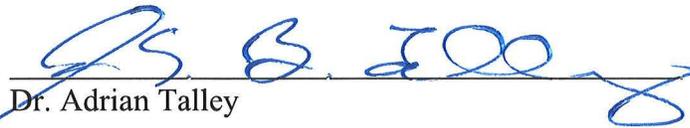
IN WITNESS WHEREOF, this Contract is executed by the Superintendent and by the Board, through its duly authorized President and Secretary, on the date written above.

BOARD OF EDUCATION OF INDIAN PRAIRIE  
COMMUNITY UNIT SCHOOL DISTRICT NO. 204,  
DuPage and Will Counties, Illinois

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

Attest:  \_\_\_\_\_  
Secretary

SUPERINTENDENT

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Dr. Adrian Talley

## Appendix A to Superintendent Contract

### GOALS AND INDICATORS

Goal 1: Ensure that learning environments have caring relationships, engaging lessons, and challenging curriculum and instruction.

Indicators:

- a. Provide all students equitable experiences by ensuring their needs are known and met to increase performance and reduce disparities in student outcomes.
- b. Provide all students with high-quality curriculum and instruction to meet or exceed standards and/or demonstrate greater than predicted growth on standardized assessments.
- c. Provide all students comprehensive programs and interventions to support their social and emotional growth.

Goal 2: Foster strong connections to value staff and ensure equity and elevation of voice.

Indicators:

- a. Create professional development opportunities for staff that build their capacity as educators, address issues related to equity, and provide support.
- b. Establish formal and informal methods in which the District leadership will engage with staff continually to ensure a collaborative and productive working environment.
- c. Focus on the hiring and retention of staff as well as establish practices that support staff well-being.

Goal 3: Ensure communication, engagement, and connection with the learning community.

Indicators:

- a. Provide various opportunities throughout the year to directly engage parents and other community stakeholders to build a dialogue about the school system.
- b. Continue a commitment to the goal of inclusion and diversity and champion the diversity of all stakeholders found within the District.
- c. Harness the skills, resources, and opportunities found within the community by working with community members, businesses, and organizations to strengthen the school system.

Goal 4: Optimize resources and operations.

Indicators:

- a. Ensure that all facilities, equipment, and infrastructure are properly maintained and support the environment.
- b. Review fiscal practices yearly to ensure efficient use of funds, sound financial practices, and equitable resource distribution to support the District's goals.
- c. Ensure the equitable distribution of resources to support the District's goals.