

SUPERINTENDENT'S MULTI-YEAR CONTRACT OF EMPLOYMENT

THIS AGREEMENT, made and entered into this 1st day of December, 2021, by and between the BOARD OF EDUCATION OF COAL CITY COMMUNITY UNIT SCHOOL DISTRICT NO. 1, GRUNDY AND WILL COUNTIES, ILLINOIS (hereinafter referred to as the "Board"), and CHRISTOPHER T. SPENCER, an individual (hereinafter referred to as the "Superintendent"),

WITNESSETH:

WHEREAS, the Board desires to employ CHRISTOPHER T. SPENCER as Superintendent for this School District to perform such duties as are required by this Contract, by the policies, rules and regulations of the Board and by the laws and statutes of the State of Illinois, as presently exist or are hereafter made or amended, for a period of four (4) years, commencing July 1, 2022 and ending June 30, 2026; and

WHEREAS, the Board at a regularly-scheduled meeting held on the 1st day of December, 2021, by motion duly made, seconded and carried by majority per a roll call vote, has authorized the execution of this Superintendent's Multi-Year Contract of Employment with the Superintendent; and

WHEREAS, the Superintendent is willing to enter into and execute this Contract on the basis of the same being a multi-year Contract as provided for in Article 10, Section 23.8 of the School Code.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt of which is hereby acknowledged, it is agreed between the parties as follows:

1. EMPLOYMENT. The Board hereby employs CHRISTOPHER T. SPENCER as Superintendent for this School District and CHRISTOPHER T. SPENCER hereby accepts such employment and agrees to perform such duties as are provided by this Contract, by the policies, rules and regulations of the Board and by the laws and statutes of the State of Illinois.

2. TERM. The term of this multi-year Contract will be for a period of four (4) years, commencing July 1, 2022 and ending June 30, 2026. The parties acknowledge and agree that this Contract is a performance-based multi-year Contract as provided for and defined in Article 10, Section 23.8 of the School Code, as amended.

3. ACADEMIC IMPROVEMENT AND STUDENT PERFORMANCE GOALS. This Contract is a performance-based contract linked to student performance and academic improvement of the schools within the District. The Superintendent shall strive to meet the goals during the term of this Contract. The parties agree the goals and indicators are linked to student performance and academic improvement of the schools within the District.

Annually the Superintendent, with the assistance of the District's administrative team, shall (a) evaluate student performance, which shall include but not be limited to student performance on standardized tests such as the Illinois Assessment of Readiness, the Illinois Science Assessment, and the SAT, completion of the curriculum, attendance and dropout rates; (b) review the curriculum and instructional services of the District; and (c) report to the Board on his findings as to (i) student performance and (ii) recommendations, if any, for curriculum or instructional changes as a result of his evaluation of student performance. In addition, the Superintendent and the Board will develop his goals for the forthcoming year and those goals shall be set forth in the Superintendent's annual evaluation document which will annually be attached hereto and made a part hereof as Exhibit A. In the event that the Superintendent and the Board fail to agree on those goals to be included in said document, the Board shall establish the goals.

4. DUTIES. The Superintendent is and will be throughout the term of this Contract, unless terminated as hereinafter provided, the chief executive officer of the School District in charge of those certain administrative, educational, and financial matters which pertain to the public schools of said School District and the entire operations thereof, and the Superintendent agrees that he must perform all acts and duties for and on behalf of the Board under and pursuant to the School Code of the State of Illinois. The Superintendent further agrees that he must also perform such other duties as may from time to time be assigned by the Board and must also comply with all applicable policies, rules and regulations of the Board as the same are in effect from time to time throughout the term of this Contract.

The Superintendent hereby agrees to faithfully perform the duties of Superintendent of Schools for the School District and to devote such time, skill, labor, and attention to his employment during the term of this Contract as is reasonably required to meet the responsibilities, duties, objects, and goals as provided for under this agreement.

5. SALARY. The Superintendent will receive from and after the effective date of this Contract a salary as specified herein. The Superintendent's annual salary for the 2022-23 Contract Year shall be \$155,000.00. The Superintendent's salary for the 2023-24 Contract Year shall be the same as the prior year adjusted by the Consumer Price Index for the immediate preceding calendar year. The Superintendent's salary for the 2024-25 Contract Year shall be the same as the prior year adjusted by the Consumer Price Index for the immediate preceding calendar year. The Superintendent's salary for the 2025-26 Contract Year shall be the same as the prior year adjusted by the Consumer Price Index for the immediate preceding calendar year. For purposes of this Paragraph, the Consumer Price Index shall be that published by the Illinois Department of Revenue at <http://www.revenue.state.il.us/LocalGovernment/PropertyTax/CPIhistory.pdf>; provided, however, that in no event shall it be less than 1.0% or greater than 2.0%.

Such annual salary shall be paid in equal installments in accordance with the policies of the Board of Education established from time to time with respect to the payment of salaries to other licensed members of its professional staff, but in no event shall said payments be made in less than twelve (12) monthly installments.

The Board has the right to adjust the annual salary of the Superintendent during the term of this Contract in its sole and absolute discretion; provided, however, that unless any reduction

in salary is uniform with a similar reduction of salaries for the School District's licensed staff, the Superintendent shall be entitled to notice and a hearing as provided in the case of discharge for cause. Any such adjustment in salary may be made during the term of this Contract, which shall be in the form of an amendment hereto and which, after its adoption by the Board of Education, shall be attached hereto and made a part hereof.

The parties hereby acknowledge and agree that any adjustment in salary as aforesaid will not be construed as an extension of this Contract nor will it be construed as a new Contract or in any other way affect the terms hereof.

6. **LICENSE.** The Superintendent must, throughout the term of this Contract, furnish to the Board of Education a valid and appropriate license to act as Superintendent of Schools in accordance with the laws and statutes of the State of Illinois and the rules and regulations of the State Board of Education.

7. **OTHER WORK.** Only with the prior consent of the Board of Education, by Board action, may the Superintendent undertake consultative work, speaking engagements, writings, lecturing or other such professional duties and obligations unrelated to his duties as Superintendent of this School District; provided, however, that the Board of Education President shall have the authority to grant permission for such other work in the event that time does not permit presenting the question to the full Board of Education for prior approval. No Board approval will be required for any such work performed by the Superintendent during periods of his vacation. The applicable requirements and provisions of 110 ILCS 100/1, and the decisional laws of the State of Illinois in respect to same in such case made and provided.

8. **EVALUATION.** During the term of this Contract, the Board shall review with the Superintendent: the Superintendent's working relationships with the Board of Education, the faculty, staff, and community; the performance of the Superintendent in fulfilling the duties and responsibilities set forth under this Contract and in the Board of Education's policies; and the Superintendent's progress and attainment of established goals, including those goals and indicators set forth in paragraph 3 above. Such review shall be in closed session and may be made semi-annually or annually as the Board of Education may determine from year to year; provided, however, that the review shall be made no later than January 31 of the then-current contract year.

9. **NOTICE OF INTENT NOT TO RENEW CONTRACT.** Notice of intent not to renew this Contract, other than in the case of discharge for cause, must be given by the Board to the Superintendent by January 1 of the year in which this Contract expires. Notice of intent not to renew this Contract must be given by the Superintendent to the Board by January 1 of the year in which this Contract expires. The provisions of the School Code, as amended from time to time, and the decisional law of the State of Illinois shall apply to this paragraph 9.

10. **DISCHARGE FOR CAUSE.** Throughout the term of this Contract the Superintendent shall be subject to discharge for cause; provided, however, that the Board shall not act in an arbitrary or capricious fashion with respect to such discharge. Failure of the Superintendent to comply with the terms and conditions of this Contract shall also be sufficient cause for discharge as provided in this Contract.

In the event of discharge for cause, the Board shall deliver to the Superintendent, in the manner provided by law, notice of said discharge for cause. Such notice, when given by the Board, must be in writing stating the specific reason or reasons therefor. Within ten (10) days after receipt of such notice of discharge for cause, the Superintendent may request a closed session hearing before the Board of Education on the discharge. At such hearing, the Superintendent shall have the right to present evidence, witnesses, and defenses on the grounds for discharge, may cross-examine witnesses, and may have present at any such hearing counsel of his own choosing, at his expense. In addition, at the meeting at which the closed hearing is held, the Board will receive public comment on the discharge from individuals wishing to make such comment, subject to the customary rules, regulations and procedures of the Board.

11. WAIVER OF TENURE RIGHTS. The parties hereby acknowledge and agree that by accepting the terms of this multi-year Contract the Superintendent waives all right to contractual continued service (tenure) granted him under Article 10, Sections 24-11 through 24-16 of the School Code, as amended, or any successor or other statute, for the duration of his employment as Superintendent of this School District.

12. PARTIAL DISABILITY. In the event the Superintendent becomes partially disabled during the term of this Contract by reason of illness, accident, or other cause, and in the further event such partial disability continues for an uninterrupted period of more than ninety (90) days, the Board in its sole and absolute discretion may make a proportionate deduction from the salary to be paid to the Superintendent hereunder, notwithstanding the provisions of paragraph 5 above. The term "partial disability" as defined herein is a sickness or illness such that the Superintendent is able to partially, but unable to completely, perform his contemplated duties under the terms hereof. In the event a dispute arises between the parties hereto as to whether or not the Superintendent is partially disabled as defined herein, then in order to determine such controversy, the Superintendent must, upon being directed to do so by the Board, be examined by a competent and impartial physician who resides outside the area of District No. 1, selected by the Board and paid for by it, which physician will render his or her report in writing to the Board regarding his or her findings as to whether or not the Superintendent is partially disabled and, if possible, the extent that he is unable to partially perform his duties as Superintendent of the District.

During any period of such partial disability less than ninety (90) days, the Board shall pay to the Superintendent his then existing salary including the continuation of all benefits provided hereunder; provided, however, that such benefits do not duplicate the sick leave benefits provided for in paragraph 14 hereof.

13. TOTAL OR PERMANENT DISABILITY. In the event the Superintendent remains partially disabled and such partial disability continues for more than one (1) year, or, in the event the Superintendent becomes totally or permanently disabled during the term of this Contract, then the Board shall, upon determining the length of such partial disability or upon determining that the Superintendent is totally or permanently disabled, pay to the Superintendent all benefits provided herein which have accrued to the date of such total or permanent disability. Thereafter, this Contract will terminate without further action on the part of either party hereto. The term "totally or permanently disabled" as defined herein is a sickness or illness such that the

Superintendent is unable, in the Board's continuing discretion, to substantially perform his contemplated duties as Superintendent under the terms hereof. In the event a dispute arises between the parties hereto as to whether or not the Superintendent is totally or permanently disabled, then in order to determine such controversy, the Superintendent shall, upon being directed so to do by the Board, be examined by a competent and impartial physician who resides outside the area of District No. 1, selected by the Board and paid for by it, which physician will render his or her report in writing to the Board regarding his or her findings as to whether or not the Superintendent is totally or permanently disabled with regard to the performance of his duties as Superintendent of this District.

14. SICK AND EMERGENCY LEAVE. The Superintendent will be entitled to twelve (12) sick leave days per school year without loss of pay. If the Superintendent accumulates one hundred (100) unused sick days at the end of any school year, he shall be granted fourteen (14) sick days for the next ensuing school year. If the Superintendent accumulates one hundred fifty (150) unused sick days at the end of any school year, he shall be granted sixteen (16) sick days for the next ensuing school year. If the Superintendent accumulates two hundred (200) unused sick days at the end of any school year, he shall be granted twenty-five (25) sick days for the next ensuing school year. The Superintendent's sick leave may accumulate to a maximum of 410 days. Sick leave shall be interpreted to mean personal illness, quarantine at home, or serious illness or death in the immediate family or household of the Superintendent. The Board may require a physician's certificate as a basis for pay to the Superintendent during any sick leave of five (5) or more consecutive weekdays.

The Superintendent will also be entitled to two (2) personal business leave days per year, cumulative to four (4). Unused personal business leave days shall not accumulate from year to year beyond four (4) but shall be converted to unused sick leave days.

15. VACATION. The Superintendent will receive twenty (20) paid working days of vacation in each year this Contract is in effect, exclusive of legal school holidays. Vacation days in excess of two consecutive school days shall be taken subject to approval by the President of the Board of Education or his designee. Any unused vacation days shall be taken within six (6) months of the year in which they are earned. Unused vacation days shall not accumulate from year to year, nor shall the Superintendent be entitled to compensation for unused vacation days.

16. TRAVEL AND EXPENSE REIMBURSEMENT. The Superintendent shall provide at his sole expense an automobile needed by him for the performance of his official duties on behalf of the District under this Contract. During the term of this Contract, the Board will reimburse the Superintendent for all reasonable travel expenses, lodging, and meals during travel to and from areas outside the District, provided he has been directed to incur said expense and request is made therefor in accordance with the rules and regulations of the Board.

17. INSURANCE BENEFITS. During the term of this Contract, the Board shall provide group health, vision, dental, and accident insurance for the Superintendent and his dependents to the same nature and extent as those benefits are provided to licensed members of the School District's Administration. Full premium costs for these benefits shall be paid by the Board. The Board shall also provide the Superintendent with a term life insurance policy in the amount of \$150,000. The Superintendent will also, during the life of this

Contract, be entitled to any additional benefits provided to any employee of this School District as may be established in a collective bargaining agreement or otherwise provided to said employee during the term of this Contract. Such additional benefits will be automatically extended to the Superintendent at the time they become effective for said other employees, without further action on the part of the Superintendent.

In accordance with the provisions of Article 10, Section 22.3 of the Illinois School Code, the Superintendent shall be a named insured on any comprehensive or general liability insurance policies in effect during the term of this Contract to the same extent as provided to other certificated employees of the School District.

18. QUALIFIED TAX-DEFERRED PROGRAMS. In addition to the salary set forth in Paragraph 5 above, the Board will contribute the following sums to a qualified Section 403(b) tax-deferred annuity program, or other qualified tax-deferred program, or to a Section 529 program of the Superintendent's selection: for the 2022-23 Contract Year, the sum of \$10,000; for the 2023-24 Contract Year, the sum of \$12,000; for the 2024-25 Contract Year, the sum of \$14,000; and, for the 2025-26 Contract Year, the sum of \$16,000. The Superintendent's selection shall be in writing and shall remain in full force and effect until withdrawn by the Superintendent, which withdrawal shall also be in writing.

In addition, the Board shall pay on behalf of the Superintendent his required contribution to TRS and his required contribution to THIS. It is the intention of the parties to qualify these payments by the Board on the Superintendent's behalf as "picked up" payments sheltered from Federal income taxation pursuant to Section 414(h) of the Internal Revenue Code, as amended.

19. MEMBERSHIPS IN PROFESSIONAL SOCIETIES. The Board will, during the term of this Contract, pay the Superintendent's annual membership dues to three professional organizations as agreed to between the Superintendent and the Board.

The Superintendent will, when approved to do so by the Board, attend appropriate professional meetings as the representative of the District at the local, State and national levels. In addition, upon prior approval of the Board of Education, the Superintendent may continue his professional development by attending seminars and other related activities reasonably related to the District's business and affairs in order that he may continue to participate in relevant job-related and learning experiences.

20. TERMINATION. During the term of this Contract, the Board and Superintendent may mutually agree in writing to terminate this Contract.

21. BREACH OF AGREEMENT. Failure of the Superintendent to fulfill the obligations set forth in this Contract will be considered to be a violation of the Administrator's Code of Ethics and may be reported by the Board to appropriate State and national associations of school administrators and State education authorities. Such failure may also be deemed a breach of this Contract sufficient to constitute cause for discharge/dismissal of the Superintendent or non-renewal of this Contract as provided in paragraphs 9 and 10 above if, in the opinion of the Board of Education,

such action would be in the best interests of the School District. In the event of such breach or failure, the Board shall have all other rights and remedies which are provided by law.

Failure of the Board of Education to fulfill its obligations set forth in this Contract will be considered a breach of this Contract. In such event, the Superintendent shall have all rights and remedies which are provided by law.

22. EXTENSION OF CONTRACT. Subject to the provisions of Article 10, Section 23.8 of the School Code, as appropriate, this Contract may be extended at the end of the 2023-24 Contract Year or any subsequent year, and the terms and conditions of such extension shall require the mutual agreement of the parties hereto.

23. MISCELLANEOUS. This Contract shall inure to the benefit of and will be binding upon all the parties, their legal representatives, successors, and assigns.

Nothing contained in this Contract shall be construed to deprive any party hereto of any of the rights accorded to that party by law, except where such rights are explicitly waived herein.

If any portion of this Contract is deemed to be illegal or unenforceable, the remainder shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the date first above written.

BOARD OF EDUCATION OF COAL CITY COMMUNITY
UNIT SCHOOL DISTRICT NO. 1, GRUNDY AND WILL
COUNTIES, ILLINOIS

By: _____
Its President

Attest: _____
Its Secretary

Christopher T. Spencer, Superintendent