SUPERINTENDENT EMPLOYMENT CONTRACT

THIS AGREEMENT, made and entered into this 20th day of August, 2025, by and between the **BOARD OF EDUCATION OF COMMUNITY UNIT SCHOOL DISTRICT NO. 5, MCLEAN and WOODFORD COUNTIES, ILLINOIS** (hereinafter referred to as the "Board") and **DR. KRISTEN KENDRICK-WEIKLE** (hereinafter referred to as "Superintendent").

W I T N E S S E T H :

WHEREAS, the Board is the duly elected, qualified, and acting governing body of COMMUNITY UNIT SCHOOL DISTRICT NO. 5, MCLEAN and WOODFORD COUNTIES, ILLINOIS (the "District"); and

WHEREAS, the parties have agreed, and do hereby agree, to the employment of Dr. Kristen Kendrick-Weikle as Superintendent of said District under a performance-based contract specifically per Illinois Compiled Statutes 105 ILCS 5/10-23.8 and other applicable statutory enactments. Said performance-based contract shall be linked to student performance and academic improvement attributable to the responsibilities and duties of the Superintendent. Such performance-based contract shall be governed by the standards and goals identified in paragraph 7 below and such additional goals as subsequently established by the Board and the Superintendent pursuant to said paragraph 7;

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. The Board hereby employs the aforesaid Superintendent and the Superintendent hereby accepts employment from said Board to the position of Superintendent of the District for a period of five (5) years commencing July 1, 2025 and ending June 30, 2030.

2. The Superintendent shall furnish to the Board evidence of her possession of a valid and appropriate license to act as Superintendent in accordance with the laws of the State of Illinois. Failure to maintain licensure for serving as Superintendent in the State of Illinois shall be grounds for immediate termination of this Employment Contract pursuant to paragraph 23.

3. The employment of said Superintendent to the position of Superintendent of the District, the duties and responsibilities of such Superintendent, and the respective duties and obligations of each party to the other shall at all times be in accordance with and subject to the provisions of the statutes of the State of Illinois, the rules and regulations of the Illinois State Board of Education in such case made and provided, and to the lawful rules and regulations of the Board in force from time to time during the period of such employment.

4. This Agreement anticipates the employment and services rendered by the Superintendent for a twelve (12) month period in each school year, subject to the exclusions of legal holidays and other school holidays which are authorized by the Board of Education and/or the laws of this State, and subject to the allocated vacation allowance hereinafter referenced.

5. The Superintendent shall maintain her principal residence within the geographical boundaries of the District during the term of this Agreement.

6. As compensation for the services set forth in this Agreement to be performed by said Superintendent, the Board agrees to pay said Superintendent an annual salary of Two Hundred Thirty-Seven Thousand Dollars ($237,000) for the 2025-2026 school year, payable in twenty-four (24) equal installments on the 15th and 30th day of the month retroactive to the 15th day of July, 2025, and inclusive of any amounts already paid since that date.

The parties agree that the compensation for each subsequent year of this Agreement shall be no less than Two Hundred Thirty-Seven Thousand Dollars ($237,000), payable under the same schedule as above referenced. For each succeeding year of the Agreement the Superintendent may receive an annual salary increase, based upon the performance indicators to be agreed to by the parties pursuant to the following paragraph 7.

Notwithstanding the preceding paragraph, if the Superintendent submits an irrevocable notice of retirement to the Board President prior to June 1, 2026 for the end of the 2029-2030 school year, the Superintendent's annual salary shall be the following amounts for the 2026-2027, 2027-2028, 2028-2029, and 2029-2030 school years:

2026-2027	$248,900
2027-2028	$262,700
2028-2029	$278,400
2029-2030	$295,000

7. Performance and Improvement Goals: The Board shall cooperate with and assist the Superintendent in the duties herein relegated to the Superintendent. The Board agrees that the Superintendent shall have all necessary resources and requisite control of the operations, including finances and development of personnel and educational programs. In accordance with 105 ILCS 5/10-23.8, the Board and Superintendent agree that all performance and improvement goals contained in previous employment contracts have been met. Pursuant to 105 ILCS 5/10-23.8, the following are goals for this employment contract in accordance with said law. Annually, the Superintendent, with the assistance of her administrative team, shall (1) evaluate student performance, including, but not limited to, student performance on standardized tests, successful completion of the curriculum, and attendance and drop-out rates; (2) review the curriculum and instructional services; (3) review school finances; and (4) report to the Board on her findings as to (a) student performance

and (b) her recommendations, if any, for curriculum or instructional changes as a result of her evaluation of student performance. The parties may agree to modify or remove applicable goals as the case may be. Additional goals shall be developed annually before September 30th of each contract year unless such date is extended by mutual agreement of the parties. The Board and Superintendent shall meet and attempt in good faith to mutually agree upon such goals. By July 31st of the 2025-2026, 2026-2027, 2027-2028, 2028-2029, and 2029-2030 school years, the Board shall determine in their annual evaluation if goals have been met. The Superintendent shall remind the Board President in writing thirty (30) days in advance of any deadline set forth in this paragraph 7.

8. The Superintendent shall be entitled to four (4) weeks (twenty (20) working days) of vacation, in each annual contract period, to be taken by the Superintendent at such time or times as are mutually satisfactory to her and the Board and consistent with the responsibilities of the office. Said vacation time shall be exclusive of the winter and spring breaks when school is not in session and of all legal holidays and other school holidays as authorized by the Board of Education and/or the laws of this State or the United States. It is understood that such vacation time shall not be cumulative and shall be used during each annual contract year. However, each contract year the Superintendent may exchange a maximum of five (5) unused vacation days for payment at her then current per diem.

9. The Superintendent shall be entitled to sixteen (16) working days of sick leave in each annual contract period commencing July 1, 2025. Such sick leave can be accumulated.

10. The Board of Education shall defend, hold harmless, and indemnify the Superintendent from any and all demands, claims, suits, actions, and legal proceedings brought against the Superintendent in her individual capacity, or in her official capacity as agent and employee of the Board of Education provided the incident arose while the

Superintendent was acting within the scope of her employment and not in violation of State law or Unit 5 rules and/or regulations.

11. In addition to all other TRS creditable earnings within this Contract, but subject to the limitation on total creditable earnings in paragraph 12, the Board agrees to compensate, or to pay on behalf of the Superintendent, the Superintendent's required Teacher Retirement System (TRS) employee contribution, including the health insurance contribution (THIS) to TRS, not to exceed the required percentages of contribution for TRS and THIS existing as of the date of this Agreement. However, if legislation is enacted that limits the employer's ability to perform its obligations or otherwise reduces its obligations under this paragraph, the Board shall pay the difference to the Superintendent as salary to the extent the Board's total cost for salary and pick up of the TRS and THIS contribution equals the Board's total cost before enactment of such legislation. In the unlikely event that the Board's obligations under this paragraph to pay the Superintendent's required contributions, having first been reduced, are thereafter reinstated, the salary shall be decreased to the extent that the Board's total cost for salary and pick up of the TRS and THIS contribution equals the Board's total cost before such reinstatement in required contributions. The Board's and Superintendent's implementation herein shall be in implementation of this provision of the Contract and shall not constitute or require an amendment to the Contract.

12. Notwithstanding the provisions found in the preceding Section 11 or any other provision herein, beginning with the 2026-2027 contract year, in no event shall the Superintendent's total TRS creditable earnings be increased from one year to the next year by an amount greater than 6%.

13. During the term of this Agreement, the Superintendent, in the Superintendent's capacity as Superintendent, shall be the Chief Executive Officer of the District in charge of, and responsible for, all administrative, educational, and financial matters pertaining to said

District, and the Board, acting both individually and collectively in their or its official capacity, shall promptly refer complaints, suggestions, or criticisms which come to their attention to said Superintendent for the Superintendent's information, study, recommendations, and actions for the benefit of the District in total. The Superintendent shall keep the Board and its individual members informed of all material matters impacting the finances of the District, its educational mission or its standing in the public.

14. The Superintendent may undertake speaking engagements, writing, lecturing, and other professional duties, services or obligations incident to the Superintendent's office and those of the Superintendent's profession so long as same do not interfere with the performance of the Superintendent's duties as Superintendent and so long as they do not provide additional compensation to the Superintendent without the prior approval of the Board President, or if unanticipated compensation is given the Superintendent for such outside activity, the Superintendent shall report same to the Board President.

15. The Board shall reimburse the Superintendent, and/or pay on the Superintendent's behalf, professional dues for the Superintendent's membership in the Illinois Association of School Administrators, the American Association of School Administrators, and such other professional organizations as are approved in advance by the Board. A list of organizational memberships will be provided to the Board on an annual basis.

16. Subject to Board approval, all reasonable expenses incurred by the Superintendent in conjunction with performing the duties of the Superintendent's office for such purposes, such as, but not limited to, meeting of school and municipal/state officials, service organization dues, luncheon meetings, etc., shall be reimbursed. It should be understood that the Board encourages the Superintendent to participate in community activities, to enhance communication between related public bodies and the general public and the school administration, and to maintain an awareness of community input and desires.

17. In lieu of mileage reimbursement for travel in connection with official business, the Board shall pay Superintendent an annual stipend of Four Thousand Five Hundred Dollars ($4,500) in two (2) equal installments of Two Thousand Two Hundred Fifty Dollars ($2,250) during the months of July and January.

18. The Superintendent shall be entitled to, and is hereby granted, all benefits in accordance with the Board's policy for all other administrative and/or certified personnel, providing such benefit is not inconsistent with the terms of this Agreement.

19. The District shall at its sole cost provide Superintendent and her dependents major medical, vision, and dental coverage available under its group plan. Notwithstanding the foregoing, in the event that any health reform legislation or other law shall prohibit or otherwise restrict the Board from providing the health insurance benefit herein described while providing a lesser benefit to other certified employees, the Board retains the right to limit participation of the Superintendent and her dependents in the District health plans to the same terms and conditions provided to other certified employees. In such event, the monetary equivalent of the difference in premium cost for the Superintendent's elected coverage and the lesser cost actually paid by the Board in order to comply with such prohibition or restriction shall be paid to the Superintendent as salary to the extent that any such additional payment does not result in a penalty to the Board under the rules governing TRS.

If Superintendent "retires" from the District at the end of the term of this Agreement, the Board shall continue to provide and pay for the Superintendent and her spouse's major medical, vision, and dental insurance coverage until the earlier of: (1) the date upon which Superintendent becomes eligible for Medicare; or (2) the date Superintendent dies. The Board shall provide such insurance coverage under the District's health plan if available at

that time and subject to the continuing availability through the District's health plan, at the coverage level selected by the Superintendent under the District's health plan at Board expense.

If the Superintendent and/or her spouse are ineligible to receive insurance through the District for any reason except a voluntary lapse in coverage, the Board shall pay up to an amount equivalent to what the Board would have paid for the ineligible person(s) if eligible for the District's health plan towards the premium costs for the ineligible person(s) under any applicable plans available through the Teachers' Retirement Insurance Program (TRIP) or any successor plans provided by the Teachers' Retirement System or the State of Illinois selected by the Superintendent for the same time period. If the premiums cannot be paid directly by the Board for any reason, the Board shall reimburse the Superintendent and her spouse up to an amount equivalent to what the Board would have paid for the ineligible person(s) if eligible for the District's health plan towards for the same coverage from any source, under any comparable plans selected by the Superintendent for the same time period.

For purposes of this section, the term "retire" shall mean to discontinue employment from the District and to refrain from providing services as a professional educator, Superintendent, consultant, or other similar or related service to any public, private or parochial school or other entity that provides paid health care benefits. Termination for cause is not considered retirement. In the event Superintendent begins to receive benefits under this provision and subsequently provides services to another entity as set forth above, Superintendent shall immediately notify Board and Board's obligations under this provision shall terminate. The term of this section shall survive the final year of employment of the Superintendent under this Agreement.

20. The Board agrees to provide the Superintendent with term life insurance in an amount of Three Hundred Thousand Dollars ($300,000), with beneficiaries at the

Superintendent's designation. If the Superintendent "retires" from the District at the end of the term of this Agreement, the Board shall continue provide the Superintendent with a Board paid $300,000 group term life insurance policy until the earlier of: (1) the date upon which Superintendent becomes eligible for Medicare; or (2) the date Superintendent dies. For purposes of this section, the term "retire" shall mean to discontinue employment from the District and to refrain from providing services as a professional educator, Superintendent, consultant, or other similar or related service to any public, private or parochial school or other entity that provides paid life insurance benefits. Termination for cause is not considered retirement. The term of this section shall survive the final year of employment of the Superintendent under this Agreement.

21. From the annual salary stated in paragraph 6 herein, the Superintendent may authorize elective salary contributions on her behalf to her Section 403(b) account in accordance with the Board's 403(b) Plan, and provided that the Superintendent confirms that any such contributions alone or when combined with the Board's match contributions are within Internal Revenue Code limitations. Subject to the limitation in paragraph 12 herein, the Board will match the Superintendent's annual contributions to any said 403(b) account made pursuant to a salary reduction agreement (i.e. elective deferrals), provided the Board's match contribution shall not exceed twelve percent (12%) of the Superintendent's annual salary stated in paragraph 6 herein.

22. This contract may be terminated by mutual agreement of the parties, by retirement of the Superintendent, and by disability of the Superintendent. In the event of disability or illness or incapacity, after the Superintendent's sick leave and such other leave as may be available has been exhausted and the Superintendent has been absent from employment for whatever cause for an additional continuous period of sixty (60) work days, all obligations of the District to the Superintendent shall cease. By the execution of this

Agreement, the Superintendent waives any claim against the District and/or the Board and its individual members for disability.

If a question exists concerning the capacity of the Superintendent to return to the Superintendent's duties, the Board may require the Superintendent to submit to a medical examination to be performed by a medical doctor licensed to practice in the State of Illinois. The Board and the Superintendent shall mutually agree upon the medical doctor who shall conduct the examination, which shall likewise be done at the expense of the Board. If the Board and the Superintendent cannot agree upon a medical doctor, then each party shall choose one medical doctor, those two medical doctors shall choose a third medical doctor, and the majority opinion shall prevail. The Board and the Superintendent shall each pay the expense of their respective medical doctor's fee and share equally the expense for a third medical doctor. The medical doctor(s) shall limit his or her report to the issue of whether the Superintendent has a continuing disability which prohibits the Superintendent from performing the Superintendent's duties. Such medical opinion, or in the event of more than one opinion, the majority medical opinion, shall be binding upon both parties.

The Board agrees to reimburse the Superintendent up to $2,000 annually towards the cost of long-term disability insurance during the term of this Agreement.

23. The Superintendent may be discharged at any time for cause as provided by statute and which shall be deemed, but not limited to, neglect of duties or breach of contract. The Superintendent shall be given written notice of the reason(s) for discharge and afforded a hearing before the Board and the opportunity to present evidence, witnesses and defenses on the reason(s) given for discharge. If the Superintendent so chooses, the Superintendent may be accompanied by legal counsel, however, the Superintendent shall bear any cost involved therein. The Superintendent shall be provided a written decision of the Board subsequent to such meeting. If the Superintendent is discharged for cause, all compensation

and benefits shall cease as of the date of discharge, unless otherwise agreed to by the Board, a longer period of coverage is provided through the District's health plan, or the Superintendent elects to continue health insurance benefits at the Superintendent's cost pursuant to COBRA, any state statute providing for the continuation of insurance benefits upon termination of employment, and/or payment for any unused vacation days pursuant to the law. Failure by Superintendent to fulfill the obligations set forth in this Agreement shall be considered to be a violation of the IASA Code of Ethics and may be reported by the Board to appropriate state and national educational authorities and associations.

24. If dissatisfied with the Superintendent's performance, the Board may unilaterally, at its option, notify the Superintendent of the Board's dissatisfaction. The Board shall inform the Superintendent in writing of the perceived performance deficiencies that need to be remediated. The Board shall no less than one hundred twenty (120) days and no more than one hundred fifty (150) days thereafter, evaluate the Superintendent. If the Board then concludes that the Superintendent's performance remains deficient, the Board may terminate the Superintendent. In the event of such termination, the Board shall pay to the Superintendent, as severance pay in lieu of and in full satisfaction and release of all other claims or demands, a sum representing the salary and cash value of fringe benefits the Superintendent would have earned from the date of termination to the end of the current school term, except in no event shall the severance pay provided exceed an amount greater than twenty (20) weeks of compensation. Further, severance pay shall be prohibited if the Superintendent is terminated for misconduct as that terms is defined in the General Severance Pay Act (5 ILCS 415/10).

25. Regardless of cause, upon termination of the Agreement between the Superintendent and the District, all documents and papers that have been originated prior to or during the term of the Superintendent will remain the property of the District, except those

of a personal nature which are the property of the Superintendent. The designated ownership of such papers, supplies, books, and records is of paramount agreement between the parties hereto and shall survive the termination of this or subsequent employment agreements between the parties hereto.

26. Death of the Superintendent shall automatically terminate this Agreement with payment due the estate of the Superintendent through the end of the month of death only, as well as any payments required under the Illinois Wage Payment and Collection Act.

27. If during the term of this Agreement it is found that a specific clause of the Agreement is held to be unconstitutional or illegal in form under either federal or state law, the remainder of the Agreement shall not be affected by such ruling and shall remain in full force and effect. This Agreement shall be governed under the laws of the State of Illinois.

28. Background Investigation: Under *The School Code of Illinois*, Boards of Education are prohibited from knowingly employing a person who has been convicted of committing, or attempting to commit, the named crimes therein. If a subsequent criminal background investigation report reveals that there has been such a conviction, this Agreement shall immediately become null and void. The Superintendent further agrees that she must pass a comprehensive physical examination, including a drug screening, acceptable to the Board by a physician of the Board's choosing. Should the Superintendent fail to pass such comprehensive examination or drug screening, this Agreement shall immediately become null and void though executed prior to such examination.

29. This Agreement may be modified by adopting an addendum at any time and by annually establishing the salary to be paid the Superintendent by action of the Board without the necessity of renegotiating the entire contract, except that the minimum requirements set forth in this Agreement shall always remain as the obligation of the Board to the Superintendent.

30. Each of the parties hereto acknowledge that they have had the opportunity to consult with an attorney of their choice concerning the terms and conditions of this Agreement.

31. This Agreement contains the entire agreement of the parties with respect to the subject matter contained herein, supersedes all prior oral or written agreements between the parties relating to the subject matter contained herein, and merges all prior and contemporaneous discussions or representations between them.

IN WITNESS WHEREOF, the Board has caused this Agreement to be approved and signed by its duly authorized officers, and the Superintendent has approved this Agreement this 20th day of August, 2025, for the school term commencing July 1, 2025.

BOARD OF EDUCATION OF COMMUNITY UNIT SCHOOL DISTRICT NO. 5, McLEAN and WOODFORD COUNTIES, ILLINOIS

By_____
Its President

SUPERINTENDENT

_____
Kristen Kendrick-Weikle

ATTEST:

_____
Its Secretary