

DIRECTOR OF CURRICULUM, INSTRUCTION, ASSESSMENT
AND INSTRUCTIONAL TECHNOLOGY
CONTRACT OF EMPLOYMENT

THIS AGREEMENT, made and entered into this 4th day of February, 2026, 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 JENNIFER KENNEY, an individual (hereinafter referred to as the “Director”),

W I T N E S S E T H:

WHEREAS, the Board desires to employ JENNIFER KENNEY as Director of Curriculum, Instruction, Assessment and Instructional Technology for this School District and for her to perform such duties as are required by this Contract, by the Director of Curriculum, Instruction, Assessment and Instructional Technology’s job description, 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 three (3) years, commencing July 1, 2026 and ending June 30, 2029;

WHEREAS, the Board at a regular meeting held on the 4th day of February, 2026, by motion duly made, seconded, and carried by majority per a roll call vote, has authorized the execution of this Contract of Employment with the Director; and

WHEREAS, the Director is willing to enter into and execute this Contract on the basis of the same being a multi-year performance-based contract, as provided for in Article 10, Section 23.8a of the School Code (105 ILCS 5/10-23.8a).

NOW, THEREFORE, in consideration of the promises 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 JENNIFER KENNEY as Director of Curriculum, Instruction, Assessment and Instructional Technology for this School District and JENNIFER KENNEY hereby accepts such employment and agrees to perform such duties as are provided by this Contract, by the job description, by the policies, rules, and regulations of the Board, and by the laws and statutes of the State of Illinois.

The Board and the Director agree that this Contract is a multi-year performance-based contract pursuant to Section 10-23.8a of the School Code. Consequently, by accepting the terms of this Contract, the Director hereby waives all rights granted under Sections 24-11 through 24-16 of the School Code. The Director’s employment during the term of this Contract shall not qualify as “consecutive school terms of service” as that term is used in Section 24-11, shall not qualify as a probationary period, and shall not be counted toward attainment of contractual continued service

status (i.e. tenure) as a teacher of the School District.

2. TERM. The term of this Contract will be for a period of three (3) years, commencing July 1, 2026, and ending June 30, 2029. The Contract Year shall commence on July 1 and continue through the subsequent June 30.

3. STUDENT PERFORMANCE AND ACADEMIC IMPROVEMENT GOALS. The Director, in consultation with the Superintendent, shall develop the Director's goals for the Contract Year. The Parties agree that these goals will be linked to student performance and academic improvement and will be submitted to the Board for its approval and attached hereto and made part hereof as Exhibit A. In the event that the Director, Superintendent, and Board fail to agree on the goals to be included in said document, the Superintendent and the Board shall establish the goals.

4. DUTIES. The Director is and will be throughout the term of this Contract, unless terminated as hereinafter provided, the administrator required to assist the Superintendent and Chief School Business Official with various responsibilities related to curriculum, assessment, technology staff development and the application and administration of non-competitive and competitive grants. The Director will act under the supervision of the Superintendent and the Board and in accordance with the policies, rules, and regulations of this Board of Education and the laws and statutes of the State of Illinois. The Director agrees that she must perform all acts and duties as assigned for and on behalf of the Board under and pursuant to 105 ILCS 5/1-1 *et seq.* (hereinafter the "School Code") including, but not limited to, planning and coordinating curriculum and instruction program development, monitoring of all federal and state non-competitive grants, applying for and monitoring of competitive grants, recommending instructional technology needs and developing and maintaining District websites. The Director further agrees that she must also perform such other duties as may from time to time be assigned by the Board or the Superintendent.

The Director hereby agrees to faithfully perform the duties of Director of Curriculum, Instruction, Assessment and Instructional Technology for the District and to devote such time, skill, labor and attention to her employment during the term of this Contract as is reasonably required to meet the responsibilities, duties, objectives and goals as provided for under this Contract.

5. SALARY. The Director will receive from and after the effective date of this Contract an annual salary of **\$125,699.42** for the 2026-2027 Contract Year. The Director's annual salary for the 2027-2028 Contract Year shall be determined by the Board by March 1, 2027, but shall increase by no less than 2.5% over the Director's 2026-2027 salary. The Director's annual salary for the 2028-2029 Contract Year shall be determined by the Board by March 1, 2028, but shall increase by no less than 2.5% over the Director's 2027-2028 salary.

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 Director 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 Director 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. LICENSURE. The Director must, throughout the term of this Contract, furnish to the Board of Education a valid and appropriate license to act as Director for her assigned position 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 Director undertake consultative work, speaking engagements, writings, lecturing, or other such professional duties and obligations unrelated to the duties as Director 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. The applicable requirements and provisions of 110 ILCS 100/1, and the decisional laws of the State of Illinois with respect to same shall apply to this paragraph.

8. EVALUATION. During the term of this Contract, the Superintendent shall review with the Director: (a) the Director's working relationships with the Board of Education, the Superintendent, the faculty, staff, and community; (b) the performance of the Director in fulfilling the duties and responsibilities set forth under this Contract, in the job descriptions, and in the Board of Education's policies, rules, and regulations; and (c) the Director's progress and attainment of established goals. Such review shall be made annually.

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 Director by March 1 of the year in which this Contract expires. Notice of intent not to renew this Contract must be given by the Director to the Board by March 1 of the year in which this Contract expires. The provisions of Article 10, Section 23.8b 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 Director 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 Director 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 Director, 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 Director may request a closed session hearing before the Board of Education on the discharge. At such hearing, the Director 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 her own choosing, at her expense.

11. NOTICE OF RECLASSIFICATION OF DIRECTOR. Throughout the term of this Contract, or any extension hereof, the Director shall be subject to reclassification, by demotion or reduction in rank, in accordance with the terms, provisions and procedures of the Illinois School Code. Nothing, however, shall be construed so as to limit the authority of the Board to order the lateral transfer of the Director to a position of similar rank and equal salary during the term of this Contract.

12. SICK AND PERSONAL BUSINESS LEAVE. The Director will be entitled to the same benefits outlined in the collective bargaining agreement between the Board of Education and the Coal City Community Unit Education Association/ IEA/NEA, specifically Section 4.2.

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

13. 261-DAY WORK SCHEDULE AND VACATION. The Director shall be expected to work two hundred sixty-one (261) days during each year that this Contract is in effect, exclusive of the legal school holidays set forth in Section 24-2 of the Illinois School Code; provided, however, those legal holidays on which the Board determines to hold school, teacher institute days, parent teacher conferences, or staff development activities, as allowed by Public Act 96-640, shall not be excluded as work days. The parties acknowledge that the Director will work during spring break and winter holiday break, unless he uses approved vacation days during those times. The Director will receive twenty (20) paid working days of vacation in each year this Contract is in effect, exclusive of holidays recognized by the School District. Vacation shall be taken subject to approval by the Superintendent, but at the Director's option, such 20-day vacation period need not be taken at any one time but must be taken within the Contract Year. Unused vacation days shall not accumulate from year to year, nor shall the Director be entitled to compensation for unused vacation days.

14. TRAVEL AND EXPENSE REIMBURSEMENT. The Director shall provide at her sole expense an automobile needed by her for the performance of her official duties on behalf of the District under this Contract. During the term of this Contract, the Board will reimburse the Director 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.

15. INSURANCE BENEFITS. During the term of this Contract, the Board shall provide group health, vision, dental, accident, and life insurance coverage benefits for the Director and her 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 Director 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 Director at the time they become effective for said other employees, without further action on the part of the Director. In accordance with the provisions of Article 10, Section 22.3 of the Illinois School Code, the Director 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 licensed employees of the School District.

16. QUALIFIED TAX-DEFERRED PROGRAMS. At the request of the Director, the Board shall, in accordance with State and Federal law, withhold a designated amount of her salary and transfer said amount to a qualified tax-deferred annuity program of the District's 403 (b) Plan.

In addition to the salary set forth in paragraph 5 above, the Board shall pay on behalf of the Director, her entire required member contributions to the Teachers' Retirement System of the State of Illinois (hereafter "TRS") and to the Teachers Health Insurance Security Fund (hereafter "THIS"). It is the intention of the parties to qualify these payments by the Board on the Director's behalf as a "picked up" payment sheltered from federal income taxation pursuant to Section 414(h) of the Internal Revenue Code of 1986, as amended. The purpose of such direct employer payments shall be to defer federal income taxation of such amounts, consistent with the provisions of Internal Revenue Code section 414-h(2) and Tax Opinions 81-35 and 81-36.

17. MEMBERSHIPS IN PROFESSIONAL SOCIETIES. The Board will, during the term of this Contract, pay the Director's annual membership dues to a professional organization for Directors of Special Populations and such other organizations as determined by the Board.

The Director 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 Director may continue her 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.

18. TUITION REIMBURSEMENT. The Director will be eligible for tuition reimbursement for 100 percent of tuition costs incurred during this Contract for her completion of the doctoral program in which she is currently enrolled at Illinois State University. The Director is eligible for this reimbursement pursuant to the same conditions and procedures as found in the collective bargaining agreement between the Board of Education and the Coal City Community Unit Education Association/ IEA/NEA. See Section 10.2 (E) and (F), for example, for provisions regarding timing, grades, and continued employment with the District. Additionally, this tuition reimbursement is conditioned upon the Director's completion of that doctoral program and receipt of a doctorate. If the Director does not complete the doctoral program and receive a doctorate, all tuition reimbursement received pursuant to this paragraph and/or previous employment contracts/addenda is subject to repayment to the District.

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

20. BREACH OF AGREEMENT. Failure of the Director to fulfill the obligations set forth in this Contract will be considered to be a violation of the Director'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 Director or non-renewal of this Contract as provided above, or reclassification as also provided 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 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 Director shall have all rights and remedies provided by law.

21. 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.

The headings, captions, and numbers used in this Contract are for reference purposes only and not intended to have any effect on the interpretation of the Contract.

This Contract contains all the terms agreed upon by the parties and supersedes all prior agreement, arrangements, and communications between the parties concerning this agreement, whether written or oral. Except as may be otherwise provided herein, no subsequent alteration, amendments, change, or addition to this Contract shall be binding upon the parties unless reduced to writing and duly authorized and signed by each party.

This Contract shall be governed and construed in accordance with the laws of the State of Illinois. The parties agree that venue for all actions between the parties shall lie solely in the state court having jurisdiction over Grundy County, Illinois, and the Director hereby submits to the jurisdiction of that court.

This Contract may be executed in one or more counterparts, each of which shall be considered an original, and all of which taken together shall be considered one and the same instrument.

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

Its Secretary

JENNIFER KENNEY
Director of Curriculum, Instruction, Assessment and Instructional Technology