ATHLETIC/ACTIVITIES DIRECTOR CONTRACT OF EMPLOYMENT

THIS AGREEMENT, made and entered into this 1st of July, 2026, by and between the BOARD OF EDUCATION OF COAL CITY COMMUNITY UNIT SCHOOL DISTRJCT NO. 1, GRUNDY AND WILL COUNTIES, ILLINOIS (hereinafter referred to as the "Board"), and JOHN CHERRY, an individual (hereinafter referred to as the "ATHLETIC/ACTIVITIES DIRECTOR"),

WITNESSETH:

WHEREAS, the Board desires to employ JOHN CHERRY as ATHLETIC/ACTIVITIES DIRECTOR for this School District and for him to perform such duties as are required by this Contract, by the ATHLETIC/ACTIVITIES DIRECTOR 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 one (1) year, commencing July 1, 2026 and ending June 30, 2027;

WHEREAS, the Board at a regular meeting held on the 1st of July, 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 ATHLETIC/ACTIVITIES DIRECTOR; and

WHEREAS, the ATHLETIC/ACTIVITIES DIRECTOR is willing to enter into and execute this Contract on the basis of the same being a one-year Contract.

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 JOHN CHERRY as ATHLETIC/ACTIVITIES DIRECTOR for this School District and JOHN CHERRY 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.

2. TERM. The term of this Contract will be for a period of one (1) year, commencing July 1, 2026 and ending June 30, 2027. The Contract Year shall commence on July 1 and continue through the subsequent June 30.

3. STUDENT PERFORMANCE AND ACADEMIC IMPROVEMENT GOALS. The ATHLETIC/ACTIVITIES DIRECTOR, in consultation with the Superintendent shall develop the ATHLETIC/ACTIVITIES DIRECTOR 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 ATHLETIC/ACTIVITIES 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 ATHLETIC/ACTIVITIES DIRECTOR is and will be, throughout the term of this Contract, unless terminated as hereinafter provided, a High School ATHLETIC/ACTIVITIES DIRECTOR and will assist the chief administrative and instructional leader of those attendance centers in this School District and shall assume the administrative responsibilities and athletic leadership in said attendance centers for the planning, operation and evaluation of the athletic program in said attendance centers, under the supervision of the Superintendent 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 ATHLETIC/ACTIVITIES DIRECTOR agrees that he 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, the submission of recommendations to the Superintendent concerning the appointment, retention, promotion and assignment of all district athletic personnel. The ATHLETIC/ACTIVITIES DIRECTOR further agrees that he 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 ATHLETIC/ACTIVITIES DIRECTOR further agrees that he must also perform such other duties as may from time to time be assigned by the Board or the Superintendent. The ATHLETIC/ACTIVITIES DIRECTOR hereby agrees to faithfully perform the duties of ATHLETIC/ACTIVITIES DIRECTOR for the school building to which he is assigned 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, objectives and goals as provided for under this Contract.

5. SALARY. The ATHLETIC/ACTIVITIES DIRECTOR will receive from and after the effective date of this Contract an annual salary of **$95,000.00** for the 2026-2027 Contract Year. 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 certificated 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 ATHLETIC/ACTIVITIES 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 certificated staff, the ATHLETIC/ACTIVITIES 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 ATHLETIC/ACTIVITIES DIRECTOR must, throughout the term of this Contract, furnish to the Board of Education a valid and appropriate license to act as ATHLETIC/ACTIVITIES DIRECTOR for the assigned attendance center 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 ATHLETIC/ACTIVITIES DIRECTOR undertake consultative work, speaking engagements, writings, lecturing or other such professional duties and obligations unrelated to the duties as ATHLETIC/ACTIVITIES 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 ATHLETIC/ACTIVITIES DIRECTOR: (a) the ATHLETIC/ACTIVITIES DIRECTOR working relationships with the Board of Education, the Superintendent, the faculty, staff and community; (b) the performance of the ATHLETIC/ACTIVITIES 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 ATHLETIC/ACTIVITIES DIRECTOR 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 ATHLETIC/ACTIVITIES DIRECTOR by April 1 of the year in which this Contract expires. Notice of intent not to renew this Contract must be given by the ATHLETIC/ACTIVITIES 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 8.

10. DISCHARGE FOR CAUSE. Throughout the term of this Contract the ATHLETIC/ACTIVITIES 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 ATHLETIC/ACTIVITIES 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 ATHLETIC/ACTIVITIES 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 therefore. Within ten (10) days after receipt of such notice of discharge for cause, the ATHLETIC/ACTIVITIES DIRECTOR may request a closed session hearing before the Board of Education on the discharge. At such hearing, the ATHLETIC/ACTIVITIES 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 his own choosing, at his expense.

11. NOTICE OF RECLASSIFICATION OF ATHLETIC/ACTIVITIES DIRECTOR. Throughout the term of this Contract, or any extension hereof, the ATHLETIC/ACTIVITIES DIRECTOR shall be subject to reclassification, by demotion or reduction in rank, in accordance with the terms, provisions and procedures of Section 10-23.8b 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 ATHLETIC/ACTIVITIES DIRECTOR to a position of similar rank and equal salary during the term of this Contract.

12. SICK AND PERSONAL BUSINESS LEAVE. The ATHLETIC/ACTIVITIES DIRECTOR will be entitled to the same benefits outlined in the collective bargaining agreement between the Board of Education and the Teacher's Association.

13. 260-DAY WORK SCHEDULE. The ATHLETIC/ACTIVITIES DIRECTOR will be expected to work 260 days during the Contract Year. He will be scheduled to work on all days when the attendance center to which he is assigned is in session.

14. VACATION. The ATHLETIC/ACTIVITIES DIRECTOR will receive twenty (20) workdays of vacation each Contract Year, exclusive of weekends and Board-approved holidays for twelve-month staff. Other Spring, Summer and Winter non-student attendance periods will constitute workdays, unless specifically scheduled and credited toward this vacation allotment. Any unused vacation days as of June 30th in a Contract Year will not accumulate or rollover to the following Contract Year and, thus, will be considered lost. The scheduling of more than five (5) consecutive vacation days will be by agreement between the Superintendent and Principal.

15. TRAVEL AND EXPENSE REIMBURSEMENT. The ATHLETIC/ACTIVITIES DIRECTOR 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 ATHLETIC/ACTIVITIES 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 therefore in accordance with the rules and regulations of the Board.

16. INSURANCE BENEFITS. During the term of this Contract, the Board shall provide group health, vision, dental, accident and life insurance coverage benefits for the ATHLETIC/ACTIVITIES DIRECTOR and his dependents to the same nature and extent as those benefits are provided to certificated members of the School District's Administration. Full premium costs for these benefits for the ATHLETIC/ACTIVITIES DIRECTOR shall be paid by the Board. The premium for his dependents, if selected, shall be paid in the same manner as afforded those covered by the licensed staffs collective bargaining agreement. The ATHLETIC/ACTIVITIES 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 provide to said employee during the term of this Contract. Such additional benefits will be automatically extended to the ATHLETIC/ACTIVITIES DIRECTOR at the time they become effective for said other employees, without further action on the part of the ATHLETIC/ACTIVITIES DIRECTOR. In accordance with the provisions of Article 10, Section 22.3 of the Illinois School Code, the ATHLETIC/ACTIVITIES 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 certificated employees of the School District.

17. **QUALIFIED TAX-DEFERRED PROGRAMS.** At the request of the ATHLETIC/ACTIVITIES DIRECTOR, the Board shall, in accordance with State and Federal law, withhold a designated amount of his 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 4 above, the Board shall pay on behalf of the ATHLETIC/ACTIVITIES DIRECTOR, his required contribution to the Teachers' Retirement System of the State of Illinois (hereafter "TRS") up to the rate of contribution required for the 2025-26 fiscal year (9.0%) and his required contribution 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 ATHLETIC/ACTIVITIES DIRECTOR 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.

Should the rate of required member contributions for TRS purposes increase during the term of this Contract, from and out of the salary set forth in paragraph 5 above, the Board shall withhold and pay on behalf of the ATHLETIC/ACTIVITIES DIRECTOR the remainder of his required contribution to TRS. 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.

18. MEMBERSHIPS IN PROFESSIONAL SOCIETIES. The Board will, during the term of this Contract, pay the ATHLETIC/ACTIVITIES DIRECTOR annual membership dues to the Illinois Principals Association, and such other organizations as determined by the Board.

The ATHLETIC/ACTIVITIES 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 ATHLETIC/ACTIVITIES DIRECTOR 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.

19. TERMINATION. During the term of this Contract, the Board and ATHLETIC/ACTIVITIES DIRECTOR may mutually agree in writing to terminate this Contract.

20. BREACH OF AGREEMENT. Failure of the ATHLETIC/ACTIVITIES DIRECTOR to fulfill the obligations set forth in this Contract will be considered to be a violation of the ATHLETIC/ACTIVITIES DIRECTOR Code of Ethics and may be reported by the Board to appropriate State and national associations of school principals and State education authorities. Such failure may also be deemed a breach of this Contract sufficient to constitute cause for discharge/dismissal of the ATHLETIC/ACTIVITIES DIRECTOR or non-renewal of this Contract as provided in paragraphs 9 and 10, above, or reclassification as provided for in paragraph 11, 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 ATHLETIC/ACTIVITIES DIRECTOR shall have all rights and remedies which are provided by law.

21. EXTENSION OF CONTRACT. Subject to the provisions of Article 10, Section 23.8a of the School Code, this Contract may be extended for one (1) additional year at the end of any year, and the terms and conditions of such extension shall require the mutual agreement of the parties hereto.

22. 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 agreements, arrangements, and communications between the parties concerning this agreement, whether written or oral. Except as may be otherwise provided herein, no subsequent alteration, amendments, changes, or additions 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 Athletic 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.

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ATHLETIC/ACTIVITIES DIRECTOR _____

JOHN CHERRY

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

By:_____ Its President

Attest: _____ Its Secretary