

## **SUPERINTENDENT CONTRACT**

This Agreement made this 13th day of January, 2020, by and between the Board of Education of Indian Prairie Community Unit School District No. 204, DuPage and Will Counties (hereinafter "Board"), and Dr. Adrian Talley (hereinafter "Superintendent").

The Board and the Superintendent agree as follows:

1.     Term: Dr. Adrian Talley is hereby employed as Superintendent of Schools for Indian Prairie Community Unit School District No. 204, DuPage and Will Counties, for the period July 1, 2020 to June 30, 2023.

This Contract may be renewed or extended by mutual agreement of the Board and the Superintendent upon the determination by the Board that all of the performance and improvement goals set forth in paragraph 3 of this Contract have been met.

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: The parties agree that this contract is "performance-based" as provided in Section 10-23.8 of the *School Code* and is linked to student performance and academic improvement. The Board and the Superintendent agree that the following goals shall be met by the Superintendent.

**GOALS:**

1. Help all students grow socially, emotionally, and academically.
  - a. By the end of the 2020-21 school year, the average Aimsweb student growth percentile in reading and math will be greater than the 60th percentile.
  - b. By the end of the 2020-21 school year the district-wide average SAT score will be a composite score of 1180.
  - c. By the end of the 2020-21 school year, the percentage of seniors with a post-secondary experience (AP/dual credit/credential) will be at least 92% with increased participation in each student group.
  - d. By the end of the 2020-21 school year, the percentage of students receiving out of school suspensions will be at or below 1.0%.
  - e. By the end of the 2020-21 school year, the district will fully adopt and implement evidence-based programs and practices in all schools and grade levels that explicitly address students' social and emotional competencies.
2. Hire and retain high quality, effective teachers, school leaders and support staff.

By June 30 of each year, the retained proportion of teachers rated excellent will be maintained at or above 95% at the early childhood/elementary, middle, and high school levels.

3. Manage resources efficiently and effectively.

By June 30 of each year, the District will receive the School Financial Profile designation of "Recognition."

4. Be student and community focused.

By June 30 of each year, 95% of community members will give the District an "A" or "B" when asked to grade the District on a survey.

The Board and the Superintendent agree that the following indicators are linked to student performance and academic improvement within the schools of the District, and will be used to measure the Superintendent's efforts at achievement of the stated goals:

**INDICATORS:**

- Work with the Board of Education to identify, prioritize and set policies and governance procedures that maximize the success of all students.
- Establish a vision, expect continuous improvement, and develop a focused plan for achieving district goals.
- Establish processes to communicate and collaborate effectively.

- Lead the creation of instructional systems designed for high student achievement.
- Manage and organize the district's resources (human, fiscal, operational and material) to accomplish district goals.
- Promote the success of the district by acting with integrity, fairness and in an ethical manner.

The Superintendent will annually cause a written report to be prepared for the Board of Education with respect to each of the goals identified above, unless specific reports are required more or less frequently in the goals. These 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 schools. Such 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; 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, 2021 and the end of June of each subsequent year of this Contract, the Board and the Superintendent shall either extend the current goals or, if the Board determines that the goals have been met, establish new student performance and 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 shall be included and incorporated herein. Once the student performance and academic improvement goals have been attained, this Contract may also be extended.

4. *Duties:* The duties and responsibilities of the Superintendent will include those duties set forth in the job description for the Superintendent attached hereto as Exhibit A and incorporated herein by reference, 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 per this Agreement, the Board agrees to pay the Superintendent for the period of July 1, 2020 to June 30, 2021, an annual salary of Two Hundred and Fifty-Five Thousand and No/100 Dollars (\$255,000.00). Prior to June 1, 2021, the

Board will determine the Superintendent's annual salary for the 2021-2022 contract year, which shall equal or exceed his annual salary for the 2020-2021 contract year. Prior to June 1, 2022, the Board will determine the Superintendent's annual salary for the 2022-2023 contract year, which shall equal or exceed his annual salary for the 2021-2022 contract year. The Board's action to establish the Superintendent's salary under this paragraph shall be in implementation of this provision of this Contract and shall not constitute or require an amendment to this Contract.

This annual salary will be paid in equal installments in accordance with the policy of the Board governing payment of salary to other licensed members of the professional staff.

The Board and the Superintendent may mutually agree upon a schedule for consulting work to be performed by the Superintendent prior to July 1, 2020. The dates and number of days will be determined by the parties by mutual agreement. For said consulting work, the Board shall pay to the Superintendent the amount of Nine Hundred Eighty and 77/100 Dollars (\$980.77) per day.

6. *Professional License:* The Superintendent will, at all times, possess a valid professional 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. The Superintendent will advise the Board of any employment or activities for which he receives compensation.

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

8. Evaluation and Review: The Board will appraise the performance of the Superintendent as 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 shall 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 shall advise the Board President confidentially of any illnesses, disabilities or afflictions which will or may substantially interfere with the Superintendent's performance of his duties.

10. 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 a hearing before the Board in closed executive session.

In the event that the Superintendent's disability is a result of illness or injury sustained in the scope of his employment and otherwise 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 shall 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 shall exceed the amount approved in the annual budget, they shall require the prior approval of the Board. The Superintendent will notify the Board of attendance at such state and national meetings, conventions, etc.

12. *Insurance:* The Board shall 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 (death benefit equal to two and one-half times annual salary), in accordance with applicable District plans.

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 shall 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 five (5)

unused vacation days, at a per day rate which shall 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 or will be lost.

15. Teachers' Retirement System Contributions: Unless prohibited by law, in addition to the compensation paid to the Superintendent as aforesaid, the Board shall 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 shall be made by the Board in addition to the compensation paid as aforesaid so that the Superintendent's net compensation after retirement payments shall not be less than the said compensation.

If the Board's payments in accordance with this paragraph 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 of this Contract and shall not constitute or require an amendment to this Contract.

16. Automobile Expenses: The Superintendent shall be provided a vehicle allowance of Five Hundred and No/100 Dollars (\$500.00) per month for in-district travel. The Board shall 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:* From the annual salary stated in Paragraph 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.

18. *Sick Leave:* For each contract year the Superintendent shall be credited with the number of sick days allocated to regularly employed teachers under the then current collective bargaining agreement with the Indian Prairie Education Association, to a maximum accumulation of 340 days. The Superintendent shall 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. *Moving Expenses:* The Board will reimburse the Superintendent in the actual amount of his moving expenses, not to exceed Fifteen Thousand and No/100 Dollars (\$15,000.00) for expenses incurred in relocating to Illinois prior to July 1, 2020. Reimbursement will be paid by the Board to the Superintendent, after the Superintendent submits appropriate documentation of the expenses.

20. *Termination by Agreement:* During the term of this Contract, the Board and Superintendent may mutually agree in writing to terminate this Contract.

21. *Unilateral Termination:* 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 shall 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.

22. *Non-Renewal:* Notice of intent not to renew this contract shall be given to the Superintendent by the Board by March 1 of the year in which the Agreement expires. Said notice shall be in writing and state the specific reason for non-renewal. Failure to provide the notice of intent not to renew by the Board shall extend this contract for one (1) additional year. Within ten (10) days after receipt of a notice of intent not to renew this Agreement, the Superintendent may request a closed session hearing on the dismissal. Such hearing shall occur on or before May 1<sup>st</sup> of the contract year in which this Agreement 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 of presenting evidence, witnesses and defenses on the grounds of non-renewal. The Board decision after such hearing will be final.

23. *Criminal History Records Check:* This Agreement is contingent upon the following: By July 1, 2020, the Superintendent must submit to a fingerprint-based criminal history records check in accordance with *School Code* Section 10-21.9. The results of the check must be satisfactory to the Board. In the event that the Superintendent fails to submit to the required fingerprint-based criminal history records check, or the results of the check are not satisfactory to the Board, the Board may declare this Agreement null and void.

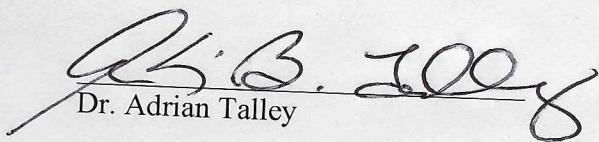
24. Miscellaneous:

- 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) Paragraph 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.
- d) This Contract contains all 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.
- e) This Contract will inure to the benefit of and be binding upon the Board and the Superintendent, their successors and assigns.
- f) If any paragraph or provision of this Contract is found unlawful and/or unenforceable by a court of competent jurisdiction, the remainder of the Contract will continue in force and effect.

*[Signature page follows.]*

Executed by the Superintendent and by the Board, through its duly authorized President and Secretary, on the date written above.

SUPERINTENDENT



Dr. Adrian Talley

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

BY: \_\_\_\_\_  
President

BY: \_\_\_\_\_  
Secretary

## AMENDMENT TO SUPERINTENDENT CONTRACT

This Amendment is entered into on June 14, 2021, 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").

WHEREAS, the Board and the Superintendent entered into a Superintendent Contract on January 13, 2020, for the time period from July 1, 2020 through June 30, 2023 ("the Contract"); and

WHEREAS, the Contract includes certain terms addressing use and cash-in of vacation days; and

WHEREAS, the Superintendent will be unable to use vacation days as planned due to workload resulting from the coronavirus pandemic; and

WHEREAS, the Board and the Superintendent wish to amend the Contract to permit payment for an increased number of unused vacation days, as provided herein;

NOW THEREFORE, the Board and the Superintendent agree as follows:

1. Notwithstanding the cash-in limit set forth in Section 14 of the Contract, on or before June 30, 2021, the Superintendent shall be permitted to cash-in and be paid for up to ten (10) unused vacation days at a per-day rate calculated on the basis of the District's established practice for vacation cash-in.
2. All other provisions of the Contract will remain in full force and effect.

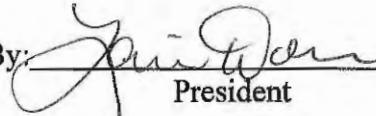
IN WITNESS WHEREOF, this Amendment has been executed by the Superintendent and the Board on the date identified above.

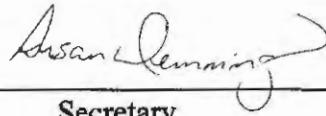
SUPERINTENDENT



Dr. Adrian Talley

BOARD OF EDUCATION OF  
INDIAN PRAIRIE COMMUNITY UNIT  
SCHOOL DISTRICT NO. 204

By:   
President

Attest:   
Secretary