

## SUPERINTENDENT CONTRACT

This Contract is made this 6th day of December 2021, 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 a four-year term from July 1, 2021 through June 30, 2025. As used herein, the phrase "Contract Year" refers to each period from July 1 to June 30 within the Contract term.

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 June 30, 2022, students will be assessed in the area of mathematics and reading to determine growth with all data examined through an equity lens where all results are disaggregated across all racial/ethnic, gender, social/economic, and special services groups.
  - b. By June 30, 2022 the district-wide average SAT score will be a composite score of 1180 with all data examined through an equity lens where all scores are disaggregated across all racial/ethnic, gender, social/economic, and special services groups.
  - c. By June 30, 2022, 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. We will develop a baseline for how well students are performing on the AP exams.
  - d. Building upon last year's achieved goal of the district implementing evidence-based programs and practices in all schools and grade levels that explicitly address students' social and emotional competencies, each school will have a specific goal related to social/emotional wellbeing.

2. Hire and retain high quality, effective teachers, school leaders and support staff.

By June 30, 2022, 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 Illinois State Board of Education's School Financial Profile designation of "Recognition," the highest designation awarded.

4. Be student and community focused.

By June 30, 2022, the district will host at least 10 opportunities for the community (i.e., adults and students) to give their input about the school system. Additionally, three community education opportunities will be created and executed in order to broaden the community's understanding of the school district.

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, 2022 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. The Board has determined that the Superintendent has met the goals and

indicators of student performance and academic achievement, as stated in the original, predecessor contract.

4. Duties: The duties and responsibilities of the Superintendent will include those duties set forth in the job description for the Superintendent, 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 Contract, the Board agrees to pay to the Superintendent for the period from July 1, 2021 through June 30, 2022, an annual salary of Two Hundred Sixty-Three Thousand Eight Hundred Twenty-Three and No/100 Dollars (\$263,823.00). For each subsequent Contract Year, the Superintendent's annual salary will be increased by the average percentage increase awarded to the District's teachers for base salary for the corresponding school year, as reflected in the then-current collective bargaining agreement between the Board and the Indian Prairie Education Association.

This annual salary will be paid in equal installments in accordance with the District's procedures for payment of salary to licensed members of the professional staff.

6. Professional License: The Superintendent will, at all times, possess a valid Professional Educator 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, in its sole discretion, may limit the amount of other employment or activities permitted pursuant to 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 or other conditions that will 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 and receive 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 ten (10) 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:

a. Elective Deferrals: 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.

b. Non-Elective Employer Contributions: In addition to the annual salary stated in Paragraph 5 of this Contract, the Board will make an annual non-elective employer contribution to a tax-sheltered annuity of the Superintendent's choice in accordance with Section 403(b) of the Internal Revenue Code, in the amount of Nine Thousand Dollars (\$9,000.00), contributed in a lump sum no later than December 31 of each Contract Year. The Board and the Superintendent agree that the Superintendent does not have the option to receive such 403(b) contributions directly or in cash.

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

20. 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.

21. 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 Contract 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 Contract, 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 Contract 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 to present evidence, witnesses and defenses on the grounds of non-renewal. The Board's decision after such hearing will be final.

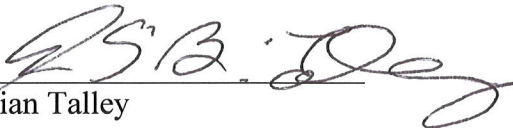
22. Miscellaneous:

- 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 of 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. The parties specifically agree that the Superintendent Contract dated January 13, 2020 is hereby superseded and of no further effect.
- e) 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 full force and effect.

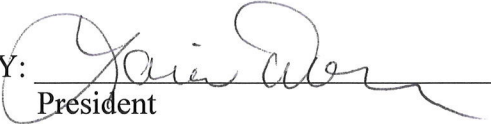
*[Signature page follows.]*

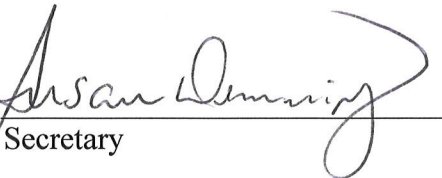
Executed by the Superintendent and by the Board, through its duly authorized President and Secretary, on the date written above.

SUPERINTENDENT

  
\_\_\_\_\_  
Dr. Adrian Talley

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

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

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