

## ***FINAL OFFICIAL COPY***

### **SUPERINTENDENT'S EMPLOYMENT CONTRACT (2024-2028)**

AGREEMENT made this the \_\_\_\_ day of June 2024, between the **BOARD OF EDUCATION OF COMMUNITY CONSOLIDATED SCHOOL DISTRICT NO. 64, COOK COUNTY, ILLINOIS**, (hereinafter referred to as the "Board"), and **DR. BEN COLLINS**, (hereinafter referred to as the "Superintendent"), collectively referred to as the "Parties"). This performance-based Contract replaces the employment contract currently in effect between the Board and Superintendent as of the commencement date of this Contract in Paragraph A.1. In accordance with the provision in 105 ILCS 5/10-23.8 of *The Illinois School Code*, the Superintendent and Board confirm and acknowledge that the Superintendent has met the goals and indicators of student performance and academic achievement, as stated in the original, predecessor contract.

#### **A. EMPLOYMENT AND COMPENSATION**

1. **Salary and Term of Employment.** The Board hereby employs the Superintendent for a multi-year period of four (4) years, commencing on July 1, 2024, and terminating on June 30, 2028. The annual salary for the 2024-2025 Contract Year shall be \$234,900.00. The annual salary shall be payable in equal installments in accordance with the rules of the Board governing payments of other administrative staff members in the District. The Superintendent's annual salary for the subsequent Contract Years shall be determined solely by the Board provided his annual salary shall not be lower than it was in the previous Contract Year. 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. The term "Contract Year" shall refer to each period under this Contract commencing on July 1 and ending on June 30. The Superintendent hereby accepts employment upon the terms and conditions hereinafter set forth.

2. **Teachers' Retirement System and Health Insurance Security Fund.** In addition to the annual salary stated in paragraph A.1 of this Contract, the Board shall pay on behalf of the Superintendent to the State of Illinois Teachers' Retirement System ("TRS") and the Teacher Health Insurance Security Fund ("THIS") the Superintendent's required contributions to said pension system and health fund. The Superintendent shall not have any right or claim to said amounts, except as they may become available at the time of retirement or resignation from the State of Illinois Teachers' Retirement System and the Teacher Health Insurance Security Fund. Both Parties acknowledge that the Superintendent did not have the option of choosing to receive the contributed amounts directly, instead of having such contributions paid by the Board to the Teachers' Retirement System and Teacher Health Insurance Security Fund, and further acknowledge that such contributions are made as a condition of employment to secure the Superintendent's future services, knowledge, and experience.

If legislation is enacted that limits the employer's ability to perform 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. The Board and Superintendent's implementation herein shall be in implementation of this provision of this Contract and shall not constitute or require an amendment to this Contract.

## **B. CONDITIONS OF EMPLOYMENT**

1. **License.** During the term of this Contract, the Superintendent shall hold and maintain a valid and properly registered license issued by the State of Illinois qualifying him to act as Superintendent of the School District.

2. **Employment Representations.** The Superintendent represents that he is not under contract with any other school district for any portion of the term covered by this Contract. The Superintendent further represents that all information provided to the District in the process of application for employment was true and complete.

3. **Medical Examination.** If the Superintendent is a new employee of the School District, as a required condition of new employment, and prior to commencing duties under this Contract, the Superintendent shall submit to a physical examination by a physician licensed in Illinois to practice medicine and surgery in all its branches, and shall provide the Board with evidence of physical fitness to perform duties assigned and freedom from communicable disease pursuant to paragraph 24-5 of the Illinois *School Code*. The Superintendent shall further submit, whether a new employee of the School District, at Board expense, to a physical or mental examination by a physician licensed in Illinois to practice medicine and surgery in all its branches whenever the Board deems such examination necessary and in accordance with applicable law; the Superintendent also agrees to comply with all health requirements established by law.

4. **Waiver of Tenure.** The Superintendent acknowledges that, pursuant to the *Illinois School Code*, he waives any right to tenure in the School District by virtue of entering into this multi-year Contract and any multi-year extension thereof.

5. **Criminal Background Investigation and Sexual Misconduct Employment History Checks.** The Superintendent understands that the Board has relied on the information the Superintendent provided to the District in the application process in making its decision concerning employment and that the Board reserves the right to terminate this Contract in the event any information the Superintendent provided to the District during the application process is untrue, inaccurate, or demonstrably incomplete.

As required under Section 10-21.9 of the Illinois *School Code*, the Superintendent further acknowledges that the continuation of this Contract is contingent on the Board deeming acceptable the results of periodic re-checks of the Statewide Sex Offender Database and the Statewide Murderer and Violent Offender Against Youth Database as such re-checks are periodically required by law. The Board reserves the right to terminate this Contract should any required, periodic re-check result in the Superintendent being deemed by the Board (in accordance with applicable law) unacceptable to work in the School District.

## **C. BENEFITS**

1. **Travel Reimbursement.** The Board will reimburse the Superintendent for transportation costs related to his professional duties undertaken for the School District at the federal mileage rate established by the *Internal Revenue Service* and in accordance with the District's travel reimbursement procedures.

2. **Reimbursement of Business Expenses.** The Board shall reimburse the Superintendent for reasonable monthly expenses incurred in the performance of his duties as provided under District procedures. Substantiation of all expenses incurred pursuant to this provision shall be made by the Superintendent in accordance with the regulations of the *Internal Revenue Code*, as amended.

3. **Insurance.** The Board will provide the Superintendent with the following Board paid benefits:

- a. Individual or family hospitalization and medical insurance, and individual or family dental insurance, as provided under any group program effective in the District and paid in full by the Board;
- b. Long-term disability insurance coverage, as provided under any group program effective in the District, which provides benefits in the amount of 70% of salary coordinated with TRS disability insurance benefits, and subject to all eligibility conditions of the District's group program carrier;
- c. Liability indemnification and protection, as provided under the District's liability insurance policies; and
- d. Term life insurance, in an amount equal to the Superintendent's annual salary, subject to all eligibility conditions of the District's group program carrier.

If, at any time during the term of this Contract, the Board's payment of insurance premiums is deemed to constitute a discriminatory benefit under law or regulation subjecting the Board to potential penalties or increased tax payments, then the Board may, in its discretion, determine to decrease its payment for such insurance and make a corresponding increase in the Superintendent's salary or other compensation to offset the cash value of the reduction in such insurance premium benefit. The Board's action to revise a benefit under this paragraph shall be in implementation of this provision of this Contract and shall not constitute or require an amendment to this Contract.

4. **Vacation.** The Superintendent shall be entitled to a paid vacation of twenty-two (22) working days in each fiscal year. Vacation days shall be scheduled in consultation with the Board President. Vacation must be taken within the twelve-month annual period or shall be lost and unavailable for use; however, the Superintendent may exchange up to five (5) unused vacation days for a payment at his then per diem rate for each unused day prior to June 30<sup>th</sup> each Contract Year. The Superintendent shall also be entitled to all legal and school holidays as designated on the District calendar. Winter, Spring, and Summer recess periods shall constitute working days. The Board shall not pay the Superintendent for any accrued, unused vacation days unless payment is required by law. Any required vacation payment shall be made after the

Superintendent's receipt of his final paycheck for regular earnings and after his last day of service.

5. **Sick and Personal Leave.** The Superintendent shall be granted fifteen (15) paid sick leave days, as defined in Section 24-6 of the *Illinois School Code*, per Contract Year which may be accumulated to a maximum of 340 days. The Superintendent shall be granted paid personal leave of 3 working days each Contract Year pursuant to the same terms as personal days are provided the teachers in the District and which may be accumulated to a maximum of 6 days.

6. **Professional Organizations/Meetings and Continuing Education.** Subject to approval of the Board, the Board shall pay up to \$10,000.00 per Contract Year for expenses, dues, and membership fees to a reasonable number of professional organizations, continuing education offerings, and to attend appropriate professional meetings at the local, state, and national levels. Any unused funds for one Contract Year may be rolled over into the following Contract Year.

7. **Civic Organizations.** The Superintendent shall participate in local civic and fraternal organizations in the interest of promoting a better understanding of the District and its concerns. Subject to its approval, the Board shall pay the dues incurred through membership in such organizations.

8. **Deferred Compensation and Annuities.** From the annual salary stated in paragraph A.1 of this Contract, the Superintendent may (1) annually defer compensation pursuant to and in accordance with the terms of an eligible state deferred compensation plan as described in Section 457(b) of the *Internal Revenue Code* if adopted by the Board, or (2) authorize a salary reduction in order that the Board may purchase an annuity product for the Superintendent as described in Section 403(b) of the *Internal Revenue Code* and in accordance with the District's 403(b) Plan, provided that the Superintendent confirms that any such deferrals or reductions for purchase of annuities are within *Internal Revenue Code* limitations.

In addition to all other contributions to retirement plans made under this Contract and the salary stated in paragraph A.1. of this Contract, the Board shall make a one-time contribution in July of the 2024-2025 Contract Year to an eligible deferred compensation plan as described in Section 457(b) of the *Internal Revenue Code* if adopted by the Board, or (2) to an annuity product for the Superintendent as described in Section 403(b) of the *Internal Revenue Code* and in accordance with the District's 403(b) Plan, equal to 4.0% of the Superintendent's base salary for the 2024-2025 contract year, totaling \$9,396.00. In addition to the Board contribution, the Board shall pay on behalf of the Superintendent to the State of Illinois Teachers' Retirement System ("TRS") and the Teacher Health Insurance Security Fund ("THIS") the Superintendent's required contributions to said pension system and health fund.

9. **Cell Phone and Laptop.** The Board has determined that, by virtue of his job duties, the Superintendent needs to be immediately reachable by the Board and other District administrators and staff in the event of emergencies outside normal work hours and/or when the Superintendent is away from the District. Accordingly, the Board will provide the Superintendent with a monthly stipend in the amount of \$60.00 for the use of his own personal cell phone for District-related business. The Board shall make such provision and payments for a business purpose, and not for purposes of compensation of the Superintendent; however, the Superintendent may use the phone for both District and personal business in accordance with

*Internal Revenue Service* guidelines. The Board will supply the Superintendent with a laptop computer.

#### **D. POWERS AND DUTIES**

1. **Duties.** The Superintendent shall have charge of the administration of the schools under the direction of the Board; he shall be the chief executive officer for the Board; he shall recommend the selection, retention and dismissal of, and direct and assign, teachers and other employees of the School District under his supervision; he shall organize and direct the administrative and supervisory staff; he shall make recommendations to the Board concerning the budget, building plans, location of sites, and the selection of textbooks, instructional material, and courses of study; he shall direct the keeping of all records and accounts, and aid in the making of all reports, as required by the Board; he shall recommend rules, regulations, and procedures deemed necessary for the welfare of the School District; and, in general, he shall perform all other duties incident to the office of the Superintendent as the Board may delegate to him or as required by law. The Board shall pay up to \$7,000.00 per Contract Year for the costs of executive coaching services for the Superintendent.

2. **Extent of Service.** The Superintendent shall devote his entire time, attention, and energy to the business of the School District and related professional activities. With the permission of the Board, the Superintendent may attend university courses, seminars, or other professional growth activities; serve as a consultant to another district or educational agency for a short-term duration without loss of salary; lecture and engage in writing activities and speaking engagements. The Superintendent may not jeopardize the functioning of the School District by any lengthy and conspicuous absence for such professional activities.

3. **Performance Goals and Indicators.** In accordance with the requirements of Section 10-23.8 of the *Illinois School Code*, the Parties have agreed on performance goals for the Superintendent with respect to student performance and academic improvement, including indicators listed beneath the goals that shall be used by the Board to measure the Superintendent's performance. Annually, the Superintendent, with the assistance of his administrative team, shall (1) evaluate student performance, including, but not limited to, student performance on standardized tests, successful completion of the curriculum, and attendance; (2) review the curriculum and instructional services; (3) review school finances; and (4) report to the Board on his findings as to (a) student performance and (b) his recommendations, if any, for curriculum or instructional changes as a result of his evaluation of student performance. The presentation of the report shall constitute the achievement of the goals and indicators of student performance and academic improvement as required by Section 10-23.8 of the *Illinois School Code*. The Board and Superintendent may review these performance goals and indicators at any time by mutual agreement. The Board's and Superintendent's decision to add or revise performance goals shall be in implementation of this provision of this Contract and shall not constitute or require an amendment to this Contract.

4. **Additional Performance Goals.** Annually, the Board and Superintendent shall also agree to additional performance goals and indicators by September 1 of each Contract Year, which will be attached hereto and incorporated in this Contract as Appendix A. The additional goals are not intended to be performance goals within the meaning of the *Illinois School Code*. Prior to the Board's annual evaluation of the Superintendent, the Superintendent shall give a "State of the District" presentation during the open session portion of a public Board meeting

during which he will provide a summary of his additional performance goals, his progress toward meeting such goals, and how such goals align with the District's mission and vision. The Board's and Superintendent's decision to add or revise the additional performance goals shall be in implementation of this provision of this Contract and shall not constitute or require an amendment to this Contract.

The Board shall determine whether the Superintendent has met the additional performance goals using the criteria described in the goals themselves, as well as Board members' own judgment as to whether the Superintendent has exhibited the leadership, guidance, and effort needed to achieve the goals. The Board shall make this determination after (1) an evaluation of the Superintendent and (2) after the completion of the Superintendent's "State of the District" presentation. The Board shall issue its determination in writing and present it to the Superintendent in closed executive session during the annual evaluation required under paragraph G of this Contract.

#### **E. RENEWAL, EXTENSION, AND AMENDMENT OF CONTRACT**

1. **Renewal and Extensions.** During the term of this Contract, the Board and Superintendent may mutually agree to renew or extend the employment of the Superintendent for a multi-year period, provided that the performance goals and indicators set forth in paragraph D.3 of this Contract have been met. In such event, the Board shall take specific action to discontinue this Contract and enter into a new multi-year contract of employment.

2. **Non-Renewal.** Notice of intent not to renew this Contract shall be given to the Superintendent by the Board by April 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 timely notice of non-renewal shall extend this Contract for one (1) additional year. The Superintendent shall notify the President and Secretary of the Board by March 1 of the year in which the Contract expires that failure of the Board to give the Superintendent said notice of intent not to renew shall extend this Contract for one (1) additional year. The failure of the Superintendent to give the required reminder notice to the Board shall waive the obligation of the Board hereunder to give its notice of intent by April 1, 2028. 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.

3. **Modification.** Any other adjustment or modification made during the life of this Contract other than provided herein shall be by mutual agreement of the Parties and shall become a part of this Contract, but such adjustment or modification shall not be construed as a new contract with the Superintendent or as an extension of the termination date of this Contract.

#### **F. TERMINATION**

1. **Grounds for Termination.** This employment Contract may be terminated by:
  - a. Mutual agreement;
  - b. Disability (inability to perform essential job functions with or without accommodation);

- c. Discharge for cause; or
- d. Death.

2. **Disability.** The Board may terminate this Contract by written notice to the Superintendent at any time after the Superintendent has been absent from his employment by reason of illness, accident, or other cause beyond the control of the Superintendent for a continuous period of ninety (90) school days or for intermittent absences that total ninety (90) out of one hundred twenty (120) school days. All obligations of the Board under this Contract shall cease upon such notice of termination, with the exception of the long-term disability benefits afforded the Superintendent under paragraph C.3 above. In the event of a termination for disability, the Superintendent shall be entitled to compensation for each day of unused and accumulated sick leave and vacation time at his then effective per diem rate of pay (yearly salary divided by 260).

3. **Discharge for Cause.** Throughout the term of this Contract, the Superintendent shall be subject to discharge for cause, which shall mean any conduct, act, or failure to act by the Superintendent, which is detrimental to the operations of the District, as determined by the Board; however, the Board shall not make this determination arbitrarily or capriciously, and the Superintendent shall be provided a reasonable opportunity to correct any deficiency. Reasons for discharge for cause shall be given in writing to the Superintendent, who shall be entitled to notice and a hearing before the Board to discuss the reasons. The Superintendent shall be entitled to a full due process hearing and shall be allowed to present evidence, witnesses, and defenses regarding the discharge, and cross-examine any Board witnesses at the hearing. If the Superintendent chooses to be accompanied by legal counsel, he shall bear any costs involved. The Board hearing shall be conducted in executive session.

## **G. EVALUATION**

The Board and Superintendent agree that annually they shall mutually discuss and evaluate their working relationship, rapport, and understanding. The Superintendent's performance shall be appraised by the Board and a written evaluation of that performance given to the Superintendent by September 1, 2025, September 1, 2026, September 1, 2027, and March 1, 2028. As required under the *Illinois School Code*, the Board shall evaluate the Superintendent in his administration of school board policies and his stewardship of the assets of the District. The Superintendent's progress toward and attainment of the performance goals set forth in paragraph D.3 and D.4 of this Contract shall also be assessed. After such evaluation, the Parties shall schedule a meeting to review the evaluation and determine, if necessary, the terms and conditions of, and the performance goals for, the continued future employment of the Superintendent.

## **H. MISCELLANEOUS**

- 1. Any notice required to be given under this Contract shall be deemed sufficient if it is in writing and sent by mail to the last known residence of the Superintendent or the President of the Board.
- 2. This Contract has been executed in Illinois and shall be governed in accordance with the laws of the State of Illinois in every respect.

3. Paragraph headings and numbers have been inserted for convenience of reference only and, if there shall be any conflict between such headings or numbers and the text of this Contract, the text shall control.
4. 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.
5. 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.
6. This Contract shall inure to the benefit of and be binding upon the Board and its successors and assigns.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement this \_\_\_\_ day of June 2024, following formal approval by the Board at a duly convened meeting held this same day.

**SUPERINTENDENT**

**BOARD OF EDUCATION  
COMMUNITY CONSOLIDATED  
SCHOOL DISTRICT NO. 64  
COOK COUNTY, ILLINOIS**

\_\_\_\_\_  
**Dr. Ben Collins**

By: \_\_\_\_\_  
**President**

**ATTEST:**

\_\_\_\_\_  
**Secretary**

**Date:** \_\_\_\_\_

1266231.1