

**BOARD OF EDUCATION
MAHOMET-SEYMOUR COMMUNITY UNIT SCHOOL DISTRICT NO.3
Mahomet, Illinois**

Agenda Item No.: 9.B.1.

Date: March 21, 2022

Presented by: Max McComb

ACTION

TOPIC:
Approval of New Superintendent Contract

SUPERINTENDENT EMPLOYMENT CONTRACT

THIS CONTRACT made this ____ day of _____, 2022, by and between Board of Education of Mahomet Community Unit School District No. 3 (hereinafter referred to as “the Board” or “the District”), and Dr. Kenneth Lee (hereinafter referred to as “the Superintendent”), pursuant to a Motion of the Board at a meeting of the Board held on March 21, 2022, as found in the Minutes of that meeting.

WITNESSETH:

For and in consideration of the mutual promises hereinafter contained, it is covenanted and agreed by and between the parties as follows:

1. **TERM.** The Board hereby employs Dr. Kenneth Lee as the Superintendent in and for the District for a period of four (4) years, commencing July 1, 2022 and ending June 30, 2026.

2. **DUTIES.** The duties and responsibilities of the Superintendent shall be all those duties incident to the office as set forth in the District’s job description for this position (hereby incorporated as Exhibit A of this Contract); those obligations imposed by the laws of the State of Illinois; such other duties incidental to the office of the Superintendent as from time to time may reasonably be assigned to the Superintendent by the Board.

3. **SALARY.** In consideration of the performance of the duties of Superintendent, the Board shall pay to the Superintendent for the period extending from July 1, 2022 through June 30, 2023, the sum of Two Hundred Ten Thousand and 00/100 Dollars (\$210,000.00), which salary shall be paid in equal installments, in accordance with the payroll procedures of the District. For the 2023-2024, 2024-2025 and 2025-2026 contract years, the Superintendent shall be paid such annual salary as may be determined by the Board, pursuant to provisions described herein, but in no case less than the salary set for the preceding year. It is provided, however, that by so doing, it shall not be considered that the Board has entered into a new Contract with the Superintendent, or that the termination date of this Contract has been in any way extended.

4. **PENSION.** In addition to the Superintendent’s salary, the Board shall pay on behalf of the Superintendent all required contributions to the Teachers’ Retirement System (TRS) in the form of an employer paid pension contribution pursuant to 40 ILCS 5/16-152, *et seq.* 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. 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 further acknowledge that such contributions are made as a condition of employment to secure the Superintendent’s future services, knowledge and experience.

5. **T.H.I.S.** In addition to the Superintendent’s salary, the Board shall pay such amount as may be required by law on behalf of the Superintendent to the Teacher Health Insurance Security 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. 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' 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.

6. **EVALUATION.** No later than March 1 of each contract year, the Board shall conduct an evaluation of the Superintendent's achievement of the established performance-based criteria and the working relations among the Superintendent, the Board, the faculty, the staff and the community. The Superintendent's salary for the upcoming subsequent contract year will also be reviewed at that time. However, in the final year of this Contract, the Board shall conduct an evaluation of the Superintendent's achievement no later than February 1.

Failure of the Board to complete its evaluation by March 1 of each contract year (or February 1 of the last year) shall not be deemed a breach of this Contract unless the Superintendent, after March 1 (or after February 1 of the last year), has notified the Board in writing of such failure and the Board then fails to complete the evaluation and review within thirty (30) days after its receipt of such notice from the Superintendent.

7. **PERFORMANCE GOALS AND OBJECTIVES.** The Superintendent acknowledges that pursuant to Section 10-23.8 of The School Code, 105 ILCS 5/10-23.8, this multi-year contract is subject to performance-based goals and indicators. The Parties agree the goals and indicators are linked to student performance and academic improvement of the schools within the District.

Annually, the Superintendent, with the assistance of the administrative team, shall: (1) evaluate the assessment results of standardized tests given by the District and the State and annually present recommendations to the Board for the improvement of such results; (2) evaluate the District's curriculum and annually make recommendations to the Board to ensure that the District's curriculum is aligned to the appropriate standards as required by the Illinois State Board of Education; (3) evaluate student attendance and drop-out rates and annually recommend to the Board a plan to improve student attendance and graduation rates; (4) direct the evaluation of textbooks and other instructional materials to ensure that all materials are up to date and appropriate; and (5) evaluate the District technology plan and annually recommend improvements thereto to the Board.

Prior to the end of October in each subsequent year of this Contract, the Board and the Superintendent shall establish such additional student performance and academic improvement goals including the indicators of student performance and academic improvement determined to measure such goals as the parties deem necessary for the then current school year, a copy of which shall be attached hereto as Exhibit B and incorporated herein.

During the term of this Contract, the parties may mutually agree to modifications of the Superintendent's evaluation criteria by a written amendment of Exhibit B signed by both parties. It is provided, however, that by so doing, it shall not be considered that the Board has entered into a new Contract with the Superintendent or that the termination date of this Agreement has been in any way extended.

8. **EXTENSION AT END OF TERM.** At the time of the Superintendent's final evaluation and assessment under this Contract, which shall occur no later than February 1, 2026, the Board and Superintendent shall engage in discussions from which the parties may mutually agree to extend the employment of the Superintendent for a period not to exceed five (5) years. If the Board determines not to extend the Contract, the Board shall notify Superintendent in writing in accordance with 105 ILCS 5/10-21.4 so that Superintendent receives the notice not later than February 1, 2026. Failure of the Board to provide said notice by February 1, 2026 shall automatically extend this Contract for one (1) additional year pursuant to the law, at such salary and terms then in place.

9. **DISCHARGE FOR CAUSE.** Throughout the term of this Contract, the Superintendent shall be subject to discharge for cause, provided, however, the Board shall not arbitrarily or capriciously call for dismissal and the Superintendent shall have the right to service of written charges, notice of hearing and a hearing before the Board. If the Superintendent chooses to be accompanied by counsel at such hearing, all such personal expenses shall be paid by the Superintendent. Discharge for cause shall be deemed a dismissal of the Superintendent on the grounds of incompetence, material breach of this contract, cruelty, negligence, where the interest of the school is required, or for other sufficient reasons or causes under the laws or statutes of the State of Illinois. Failure to comply with the terms and conditions of this Contract after notification and a reasonable opportunity to correct any remediable cause, where appropriate, shall also be sufficient cause for purposes of discharge as provided in this Contract.

10. **DISABILITY.** Should the Superintendent be unable to perform the duties and obligations of this Contract, by reason of illness, accident or other cause beyond the Superintendent's control and such disability exists after the exhaustion of accumulated leave days and vacation days during any school year, the Board, in its discretion, may make a proportionate deduction from the salary stipulated. If such disability continues for ninety (90) days after the exhaustion of accumulated leave days and vacation days during any school year, or if such disability is permanent, irreparable or of such nature as to make the performance of the Superintendent's duties impossible, the Board, at its option, may terminate this Contract, whereupon the respective duties, rights and obligations of the parties shall terminate. Prior to termination for disability, the Superintendent may request a hearing before the Board in closed session.

11. **TERMINATION BY AGREEMENT.** During the term of this Contract, the Board and the Superintendent may mutually agree, in writing, to terminate this Contract.

12. **CRIMINAL RECORDS CHECK.** Pursuant to 105 ILCS 5/10-21.9, boards of education are prohibited from knowingly employing a person who has been convicted of committing or attempting to commit the named crimes therein. If a fingerprint based criminal records check required by Illinois law is not completed at the time this Contract is signed, and the subsequent investigation report reveals there has been such a conviction, this Contract shall immediately become null and void.

13. **LICENSURE.** The Superintendent shall furnish the Board, during the life of this Contract, a valid and appropriate license to perform duties as Superintendent in accordance with the laws of the State of Illinois and as directed by the Board.

14. **OTHER WORK.** The Superintendent may undertake consultative work, speaking engagements, writing, lecturing, or other professional duties and obligations which do not interfere with her obligations to the District.

15. **RESIDENCY.** By a date not later than December 31, 2022, the Superintendent shall establish and maintain the Superintendent's residence within the boundaries of the District.

16. **RELOCATION EXPENSE.** The Board shall pay up to a maximum of Five Thousand and 00/100 Dollars (\$5,000.00) to Superintendent for expenses incurred in the primary relocation of Superintendent and Superintendent's family, furniture, household goods and related expenses from their current residence to a residence within the boundaries of the District.

17. **VACATION.** The Superintendent shall be entitled to twenty (20) working days of vacation annually, in each year of this Contract, exclusive of legal holidays. Vacation shall be taken subject to approval of the Board and shall be taken within twelve (12) months of the year in which it is earned, except that five (5) unused vacation days may be carried over for use in the following contract year. Vacation shall not accumulate to more than twenty-five (25) days at any time.

18. **SICK LEAVE.** The Superintendent shall be entitled to the same number of sick leave days annually as other licensed staff of the District, and earned sick leave shall be cumulative pursuant to Board policy, the same as for other licensed staff of the District.

19. **PERSONAL LEAVE.** The Superintendent shall be entitled to the same number of personal leave annually as other licensed staff of the District, and earned personal leave shall be cumulative pursuant to Board policy, the same as for other licensed staff of the District.

20. **MEDICAL INSURANCE.** The Board shall pay the monthly rate established in the collective bargaining agreement between the District and its licensed staff toward insurance premiums for the family major medical insurance coverage available through the District's group insurance carrier.

21. **MEDICAL EXAMINATION.** Upon the request of the Board, the Superintendent shall submit to the Board President a medical doctor's certification confirming the Superintendent's fitness to perform the duties of a Superintendent. The medical exam shall consist of a comprehensive physical examination including standard tests deemed necessary by a licensed physician. This exam shall be at the Board's expense. The report shall be placed in the Superintendent's personnel file or other confidential file as required by law. Further, the Superintendent shall submit to and furnish the Board with such health examinations as the Board may from time to time require at its expense.

22. **TERM LIFE INSURANCE.** Provided the Superintendent meets the ordinary qualification requirements of the Board's insurer, the Board shall pay all premiums associated with Two Hundred Thousand Dollars (\$200,000.00) of term life insurance on the life of the Superintendent only. This insurance carrier and coverage shall be of the Board's choosing and will allow the Superintendent to designate the beneficiary of the policy.

23. **ANNUITY.** The Board, in accordance with applicable state and federal laws, shall pay in addition to the salary set forth above the sum of Six Thousand Five Hundred and 00/100 Dollars (\$6,500.00) per year to a tax-deferred annuity program selected by the Superintendent.

24. **PROFESSIONAL DUES.** The Superintendent shall be encouraged to attend appropriate professional meetings at local, state and national levels. Within budget constraints and as approved by the Board, such costs of attendance shall be paid by the Board upon receipt of a full, itemized account of such costs. The Board shall pay the cost of the Superintendent's membership dues in the Illinois Association of School Administrators, the American Association of School Administrators, the Illinois Association of School Business Officials, and any other professional or local civic organizations to be agreed upon by the parties.

25. **MILEAGE AND EXPENSE REIMBURSEMENT.** The Superintendent shall be entitled to travel reimbursement at the Internal Revenue Service rate for vouchered reimbursable mileage expenses incurred by the Superintendent while using the Superintendent's personal vehicle for the conduct of approved District business. Reimbursement shall be pursuant to the District's policies, rules and regulations. Mileage shall be computed from Mahomet, Illinois, or other origin of the trip, to the destination and back to Mahomet, Illinois. Any travel out of state, or any extended or unusual travel expenses must be pre-approved by the Board. The Board shall reimburse the Superintendent in the amount of One Hundred Dollars (\$100.00) per month for the use of his personal cell phone in connection with the performance of his job duties. The Superintendent shall make his cell phone number available to the Board and Administration to be reachable via the phone.

26. **NOTICE.** Any notice required under this Contract shall be in writing and shall become effective on the day of mailing thereof by first class, registered or certified mail, postage prepaid, addressed:

To The Board:

President, Board of Education
Mahomet C.U.S.D. No. 3
1301 S. Bulldog Drive
Mahomet, IL 61853

To Superintendent:

Dr. Kenneth Lee
(The address listed in current
school district records)

27. **CONTENT OF AGREEMENT.** 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. Except as may otherwise be provided herein, no subsequent alteration, amendments, change or addition to this contract shall be binding upon the parties unless reduced in writing and duly authorized and signed by each of the parties.

28. **AGREEMENT GOVERNED BY ILLINOIS LAW.** This Contract is executed in Illinois, and shall be governed in accordance with the laws of the State of Illinois in every respect.

29. **RELEVANT LAW.** This Contract is authorized under the provisions of 105 ILCS 5/10-23.8.

30. **PARAGRAPH HEADINGS.** Paragraph headings have been inserted for convenience and reference only, and if there shall be any conflict between any such headings and the text of this Contract, the text shall control.

31. **DUPLICATE ORIGINAL CONTRACTS.** 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.

32. **SURVIVAL OF CONTRACT.** This Contract shall be binding upon the parties hereto, their successors and assigns.

33. **SAVINGS CLAUSE.** If any portion of this Contract is deemed to be illegal or unenforceable, the remainder thereof shall remain in full force and effect.

34. **EFFECTIVE DATE.** This Contract shall become effective, and be deemed dated, as of the date the last of the parties signs this Contract, as set forth below.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed in their respective names; and in the case of the Board, by its President and Secretary, on the day and year first written above.

Superintendent

**MAHOMET COMMUNITY UNIT
SCHOOL DISTRICT NO. 3**

By: _____
President, Board of Education

ATTEST:

Secretary, Board of Education

AGREEMENT

THIS AGREEMENT made this _____ day of _____, 2022, by and between the Board of Education of Mahomet-Seymour Community Unit School District No. 3 (hereinafter referred to as “the Board”) and Dr. Kenneth Lee (hereinafter referred to as “Dr. Lee”).

WITNESSETH:

WHEREAS, on _____, 2022, the Board and Dr. Lee entered into a Superintendent Employment Contract, by the terms of which Dr. Lee shall assume all duties and responsibilities as Superintendent of the School District for a period of four (4) years, commencing July 1, 2022 and ending June 30, 2026; and

WHEREAS, the Board and Dr. Lee have agreed that is in the best interests of the parties if Dr. Lee visit the School District and spend certain work days acquainting himself with the School District prior to his assumption of duties as Superintendent on July 1, 2022; and

WHEREAS, Dr. Lee is willing to use certain accumulated vacation days with his current employer, Minooka Community High School District No. 111, if the Board will compensate him in part for his use of those days; and

WHEREAS, the Board and the Superintendent wish to memorialize the terms of such agreement herein.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants set forth herein, and for other good and valuable consideration, the parties hereto agree that:

1. **Incorporation of Recitals.** The parties hereby find that all of the recitals contained in the preambles to this Agreement are full, true and correct and do incorporate them into this Contract by this reference.

2. **School Visits.** Beginning on March 22, 2022 and ending on June 30, 2022, on dates

to be agreed upon between Dr. Lee and the Board President and/or the current District Superintendent, Dr. Lee shall spend up to seven (7) full work days visiting the School District. Dr. Lee shall spend such time consulting with the current Superintendent and administration, union leadership, and other personnel, and reviewing such documents and other records as he deems necessary to learn about the District and prepare for his assumption of duties as Superintendent. Current School District administration shall cooperate with Dr. Lee in providing him with documents and/or information as he deems appropriate.

3. **Compensation.** For each full accumulated vacation day used by Dr. Lee with his current employer in order to fulfill the responsibilities set forth in Section 2, the Board shall pay to Dr. Lee the total sum of Four Hundred Dollars (\$400.00). For each one-half day of accumulated vacation days so used by Dr. Lee, the Board shall pay to Dr. Lee the total sum of Two Hundred Dollars (\$200.00). The Board shall pay Dr. Lee for a maximum of seven (7) days for such purposes.

4. **Relationship of the Parties.** The parties agree that Dr. Lee's employment with the School District shall commence on July 1, 2022. He shall perform no employment duties with the District prior to such date and shall not be considered an employee of the School District in any manner until July 1, 2022.

5. **Mileage.** In addition to the compensation provided in Section 3, the Board shall pay the Internal Revenue Service rate to Dr. Lee for mileage while traveling between his current home in Channahon, Illinois and the School District on each day he travels to the School District as provided in Section 2.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate in their respective names; and in the case of the Board, by its President and Secretary, on the day and year first above written.

Dr. Kenneth Lee

**MAHOMET-SEYMOUR COMMUNITY UNIT
SCHOOL DISTRICT NO. 3**

By: _____
President, Board of Education

ATTEST:

Secretary, Board of Education