

SUPERINTENDENT EMPLOYMENT CONTRACT & RETIREMENT AGREEMENT

HAVING FOUND THE PERFORMANCE GOALS CONTAINED IN THE PREVIOUS EMPLOYMENT CONTRACT MET IN ACCORDANCE WITH 105 ILCS 5/10-23.8, THIS CONTRACT made this 9th day of January, 2023, by and between the Board of Education of Sesser-Valier Community Unit School District No. 196 (hereinafter referred to as "the Board"), and Jason D. Henry (hereinafter referred to as "the Superintendent"), pursuant to a motion of the Board at a meeting of the Board held on January 9, 2023, as found in the minutes of that meeting.

W I T N E S S E T H:

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 Jason D. Henry as the Superintendent of Schools in and for Sesser-Valier Community Unit School District No. 196 for a period of five (5) years, commencing July 1, 2023, and ending June 30, 2028.

2. **DUTIES.** The duties and responsibilities of the Superintendent shall be all those duties incident to the office of the Superintendent as promulgated by the Board and all duties and responsibilities imposed by the laws of the State of Illinois upon the Superintendent; and in addition, the Superintendent shall serve as the chief administrative officer of the Board and shall perform such other duties as from time to time may be assigned to the Superintendent by the Board.

3. **SALARY.** In consideration of the performance of the duties of the Superintendent, the Board shall pay to the Superintendent as base annual salary, the total sum of One Hundred Fifteen Thousand and 00/100 Dollars (\$115,000.00) for the 2023-2024 contract year. For the period extending from July 1, 2024, to June 30, 2025, the Board shall pay to the Superintendent as base annual salary the total sum of One Hundred Seventeen Thousand Seven Hundred Eighty and 00/100 Dollars (\$117,780.00). Base annual salaries listed herein shall be payable in substantially equal installments in accordance with the payroll procedures of the District. For the periods extending from July 1, 2025, to June 30, 2026; July 1, 2026, to June 30, 2027; and July 1, 2027, to June 30, 2028, the Superintendent shall be paid such annual salary as may be agreed to by the Board and the Superintendent, pursuant to provisions described herein below, but in no case less than the salary negotiated for the preceding contract year.

4. **SALARY ADJUSTMENTS.** The Board retains the right to adjust the annual salary of Superintendent during the term of this Agreement, provided any salary adjustment does not reduce the annual salary below the figure paid in the previous fiscal year. Any adjustment in salary made during the life of this Agreement shall be in the form of a written amendment and shall become a part of this Agreement. It is provided, however, that by so doing, it shall not be considered that the Board has entered into a new agreement with Superintendent nor that the termination date of this Agreement has been in any way extended.

5. **PENSION.** The Board shall pay on behalf of the Superintendent in addition to the salary agreement listed above the required contribution (9.8901% of the salary listed in paragraph 3 above and 9.8901% of any amount subject to pension contribution in paragraph 20 below) to the Teachers Retirement System of the State of Illinois in the form of an employer paid pension contribution pursuant to 40 ILCS 5/16-152 et seq. the intent of which shall be to shelter the contribution from federal income taxation pursuant to Section 414(h)(2) of the Internal Revenue Code and tax rulings 81-35 and 81-36.

6. **T.H.I.S.** From and out of the salary and pension payments of the Superintendent as set forth hereinabove in paragraphs 3 and 5, the Board shall withhold any such amount as may be required by law, on behalf of the Superintendent, to the Teacher Health Insurance Security Fund.

7 **PERFORMANCE PROVISIONS.** This Contract is a performance-based Contract linked to student performance and academic improvement of the schools within the District. The Superintendent shall strive to meet the goals during the term of this Contract. 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 his administrative team, shall (1) evaluate student performance, which shall include but not be limited to, student performance on standardized tests, successful completion of the curriculum, attendance, and drop-out rates; (2) review the curriculum and instructional services; and (3) report to the Board on his findings as to (a) student performance and (b) 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.

8. **EVALUATION.** Annually, but not later than March 1st of each calendar year, the Board shall review with the Superintendent, his progress toward established goals and working relationships among the Superintendent, the Board, the faculty, the staff and the community, and shall consider the Superintendent's salary for the subsequent year of the Contract, provided that it shall be the affirmative duty of the Superintendent annually to notify the Board to begin the evaluation process. As part of the Superintendent's evaluation, the Superintendent shall create a survey on District operations to be submitted to all District staff and not less than two community groups in December, 2023. In closed session during the January, 2024, Board meeting, the Superintendent will discuss the results of the survey with the Board. The Superintendent

shall create a survey on District operations to be submitted to all District staff and not less than two community groups in December, 2025. In closed session during the January, 2026, Board meeting, the Superintendent will discuss the results of the survey with the Board. The Superintendent shall create a survey on District operations to be submitted to all District staff and not less than two community groups in December, 2027. In closed session during the January, 2028, Board meeting, the Superintendent will discuss the results of the survey with the Board. The Board and Superintendent agree that the survey results, each of them, shall be used exclusively to collaboratively develop plans for District-wide improvement.

9. **SUPERINTENDENT'S IRREVOCABLE RETIREMENT NOTICE.** In exchange for the Superintendent's submission of an irrevocable letter of retirement, effective June 30, 2028, the Superintendent shall be entitled to the compensation outlined herein and to the retirement benefits outlined in Article VII, Section I, of the 2022-2023 through 2024-2025 collective bargaining agreement between the Board and the Sesser-Valier Education Association. The Superintendent's base salary and total accumulated days of sick leave shall be used to effectuate the calculation of retirement benefits. The Superintendent shall submit his irrevocable retirement notice on or before July 1, 2023, and the timely submission of said irrevocable retirement notice shall be deemed material to the formation of this Contract. The Superintendent's employment in the District shall cease at the close of the day on June 30, 2028, without further action of the Board.

10. **CRIMINAL RECORDS CHECK.** Pursuant to 105 ILCS 5/10-21.9, the Board is prohibited from knowingly employing a person who has been convicted of committing or attempting to commit the named crimes therein. If the 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.

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

12. **DISCHARGE FOR CAUSE.** Throughout the term of this Contract, the Superintendent shall be subject to discharge for just 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. Failure to comply with the terms and conditions of this Contract after notice and a reasonable opportunity to correct when appropriate shall also be sufficient cause for purposes of discharge as provided in this Contract.

13. **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 one hundred eighty (180) 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.

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

15. **REFERRALS TO SUPERINTENDENT.** The Board and its individual members collectively and individually shall refer promptly all criticisms, complaints and suggestions called to their attention to the Superintendent for study and recommendation.

16. **VACATION.** The Superintendent shall be entitled to twenty (20) working days of vacation annually, in each year of this Contract, exclusive of legal holidays and other holidays granted to other licensed employees. Vacation in excess of five (5) consecutive business days, shall be taken subject to approval of the Board. Vacation days earned in one fiscal year must be used by the end of the following fiscal year. The Superintendent is hereby directed to use any accumulated vacation leave during the last year of employment so that no accumulated vacation days remain on June 30, 2028.

17. **SICK LEAVE.** The Superintendent shall be entitled to twelve (12) days of sick leave annually. Sick leave shall accumulate without limit. Earned sick leave shall be subject to such other provisions as may be contained in school district policies, rules and regulations.

18. **PERSONAL LEAVE.** The Superintendent shall receive three (3) calendar days of personal leave annually on each July 1st to be used during the months of his employment and which shall be exclusive of legal holidays. If these days are not used, they will accumulate up to a maximum of five (5) days at any one time. Any personal leave days not used shall be added to accumulated sick days.

19. **OTHER BENEFITS AND LEAVES.** The Superintendent shall receive other fringe benefits and leaves extended to licensed staff, including retirement benefits, unless otherwise provided for in this Contract. In the event that a fringe benefit, leave, or any other compensation extended to licensed staff would subject the Board to a Teachers Retirement System of Illinois excess creditable earnings six percent (6%) "cap" penalty, the Board shall have the sole and exclusive unilateral discretion to reduce said benefit, leave, or other compensation to an amount that relieves the Board from the 6% penalty.

20. **HEALTH INSURANCE.** Initially, the Superintendent shall be extended a health insurance benefit/cash option for full family coverage health insurance with Egyptian Trust (initially established at \$10,644 upon initial employment on February 24,

2005). In subsequent years of this Contract, the health insurance allowance will increase no more than the increase for the single employee coverage for that school year. If, at a future point, the Superintendent should elect to take the full family insurance coverage, the full benefit would be available to him and paid by the district; any further contribution to a cash option would cease at that time. The Board shall pay on behalf of the Superintendent in addition to the health insurance/cash option above the required contribution to the Teachers' Retirement System of the State of Illinois in the form of an employer-paid pension contribution for the whole amount of the option, pursuant to 40 ILCS 5/16-152, *et seq.*, the intent of which shall be to shelter the contribution from federal income taxation pursuant to Section 414(h)(2) of the Internal Revenue Code and tax rulings 81-35 and 81-36.

In the event that any state or federal law, rule, or regulation promulgated and/or enforced after the formation of this Contract or in the event that the health insurance allowance contemplated herein increases and causes the Board to be subjected to any penalties, fines, fees, or other punitive costs arising out of the Superintendent's health insurance benefit, 1) the Superintendent's health insurance benefit shall immediately, at the Board's sole and exclusive unilateral discretion, be reduced to an amount that relieves the Board from said penalty, fine, fee, or other punitive cost. The intent of the parties hereto is that the Board shall not, as a result of this Contract, experience any penalties, fines, fees, or other punitive costs arising out of the Superintendent's health insurance benefit outlined herein.

21. **ANNUITY.** The Board, in accordance with applicable state and federal laws, and in accordance with the request of the Superintendent, shall withhold such amount of salary as designated by the Superintendent for payment into a tax-deferred annuity program as selected by the Superintendent (limited to the choices available in the District's 403(b) Plan).

22. **OTHER WORK.** The Superintendent may undertake consultative work, speaking engagements, writing, lecturing, and other professional duties and obligations provided that these activities do not interfere with the effective performance of his/her duties as Superintendent. The Superintendent has the responsibility to inform the Board of such outside activity in a timely fashion.

23. **PROFESSIONAL ACTIVITIES.** The Superintendent shall be encouraged to attend appropriate professional meetings at the local, state and national levels. Within budget constraints and after presentation of vouchered expenses, such costs of attendance shall be paid by the Board pursuant to its policies, rules and regulations.

24. **DUES.** The Board shall pay the cost of the Superintendent's annual membership dues in the Illinois Association of School Administrators and the American Association of School Administrators. Cost of attendance at state meetings and up to one (1) Board-approved national meeting/convention, shall be paid by the Board (provided sufficient funds are available for national conventions).

25. **MILEAGE REIMBURSEMENT.** The Board shall reimburse the Superintendent for vouchered reimbursable mileage expenses incurred by the Superintendent while using the Superintendent's personal vehicle for the conduct of approved School District business. Reimbursement shall be pursuant to the School District's policies, rules and regulations.

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, addressed:

To the Board:

President, Board of Education
(current address here)

To the Superintendent:

(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.

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

31. **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.

32. **INTENT OF THE PARTIES.** The mutual intent of the parties is that the Board shall not experience any Teachers Retirement System of Illinois or other penalty for payment to the Superintendent of any creditable earnings in excess of six percent (6%). It shall be the affirmative duty of the Superintendent to: 1) notify the Board of any potential, foreseeable TRS penalty; and 2) propose amendment(s) to this Contract to protect the Board/avoid said penalty.

SUPERINTENDENT EMPLOYMENT CONTRACT & RETIREMENT AGREEMENT—HENRY
JANUARY 9, 2023

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.



The Superintendent

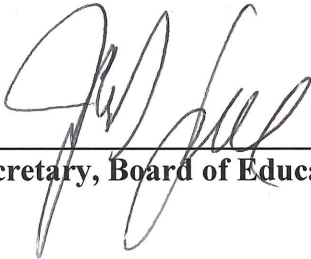
**SESSER-VALIER COMMUNITY UNIT
SCHOOL DISTRICT NO. 196**



By: _____

President, Board of Education

ATTEST:



Secretary, Board of Education