

SUPERINTENDENT'S EMPLOYMENT CONTRACT

THIS AGREEMENT, made by and between the BOARD OF EDUCATION OF COMMUNITY HIGH SCHOOL DISTRICT 94, DuPage, County, Illinois (hereinafter designated as the "Board"), and DR. MOSES CHENG (hereinafter designated as the "Superintendent").

This Agreement constitutes a successor administrative performance based employment contract entered into during the term of an existing, predecessor administrative performance based employment contract. 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.

WITNESSED

For and in consideration of the mutual covenants and agreements herein contained, IT IS AGREED by and between the parties hereto as follows:

SECTION 1. TERMS AND DUTIES.

(a) Term. The Superintendent is hereby employed, and he hereby agrees to serve the said School District as Superintendent, subject to the direction of the Board, during the period commencing July 1, 2021 and terminating June 30, 2026. The Contract Year under this Agreement is July 1 through the immediately following June 30.

(b) Duties. The Superintendent agrees to do and perform the following: to make recommendations to the Board concerning the maintaining of a balanced budget, the building plans, the hiring, retention, promotion, discipline, and dismissal of teachers and other employees, the selection of textbooks, instructional materials and courses of study; to supervise matters of publicity and media releases; to assist in keeping the records and accounts of the School District; to aid in making the reports required of the Board; to attain the goals, objectives and indicators determined pursuant to paragraph 11(a) of this Contract; to cooperate with the Board and to assist the Board in connection with all matters pertinent to the operation of the District; to perform such other duties as customarily performed by a Superintendent or assigned by the Board from time to time. The Superintendent shall have charge of the administration of the District under the policies of the Board. He shall have overall authority and responsibility to direct and assign, place and

transfer all employees, including but not limited to the delegation of such authority and responsibility consistent with Board policy; and, shall organize and administer the affairs of the District consistent with board policy. He shall from time to time recommend policies, rules and procedures deemed necessary for the most effective operation of the District, subject to Board approval.

SECTION 2. CIVIC RESPONSIBILITIES. The Superintendent shall devote his time, attention and energy to the business of the District. However, the Superintendent is expected and encouraged as a part of his duties to actively serve and consult with various civic and governmental committees, boards, commissions, chambers and educational organizations committed to the improvement of public education locally, statewide, and nationally. He is also expected and encouraged to act as a representative of the District in all civic, school business, labor, social, welfare and other community interests and activities in which the District is interested, and may engage in same to the extent necessary but not to affect adversely the performance of his duties to the District, nor be in conflict therewith.

SECTION 3. SUBJECT TO RULES AND REGULATIONS OF THE BOARD OF EDUCATION AND STATE LAW. The Superintendent shall conform to, comply with and be subject to all laws of the State of Illinois and to all lawful rules, regulations, directions and orders heretofore or thereafter adopted or issued by the Board.

SECTION 4. INDEMNIFICATION OF THE SUPERINTENDENT. The Board agrees, as a further condition of this Contract, that it shall defend, hold harmless and indemnify the Superintendent from any and all demands, claims, suits, actions and legal proceedings brought against the Superintendent in his individual capacity or in his official capacity as agent and employee of the District, provided the incident arose while the Superintendent was acting within the scope of his employment, but excluding criminal litigation. Notwithstanding the foregoing, it is expressly understood that in no case will individual Board members be considered personally liable for indemnifying the Superintendent against such demands, claims, suits, actions and legal proceedings.

SECTION 5. SALARY. For his services rendered pursuant to this Contract, the Board agrees to pay the Superintendent as and for salary the sums shown below for the term thereof with payments to be made in accordance with current payroll practices:

<u>Contract Year</u>	<u>Salary</u>
July 1, 2021-June 30, 2022	\$187,822
July 1, 2022-June 30, 2023	2021-2022 Contract Year salary, increased by up to three percent (3%), as determined by the Board based upon the Superintendent's achievement of the student performance and academic improvement goals determined pursuant to this Contract
July 1, 2023-June 30, 2024	2022-2023 Contract Year salary, increased by up to three percent (3%), as determined by the Board based upon the Superintendent's achievement of the student performance and academic improvement goals set forth in this Contract
July 1, 2024-June 30, 2025	2023-2024 Contract Year salary, increased by up to three percent (3%), as determined by the Board based upon the Superintendent's achievement of the student performance and academic improvement goals determined pursuant to this Contract
July 1, 2025-June 30, 2026	2024-2025 Contract Year salary, increased by up to three percent (3%), as determined by the Board based upon the Superintendent's achievement of the student performance and academic improvement goals determined pursuant to this Contract

There shall be deducted from each payment the amounts required by law for the federal and state income taxes. The Board may consider increasing the annual salary of the Superintendent during one or more of the school years covered by this Contract to an amount that is greater than the amount stated in this Contract, should the Superintendent's performance and then-current economic conditions so warrant; provided, however, that the Board shall be under no obligation to make such an increase. Any such increase that the Board in its discretion agrees to make to the Superintendent's annual salary shall be made effective on July of the ensuing year. The Board shall not reduce the Superintendent's annual salary as stated in this Contract, except as set forth in Section 7(j) or as mutually agreed upon by both parties.

SECTION 6. REIMBURSABLE EXPENSES.

(a) Reimbursable Expenses for Business Use of Automobile. The Superintendent is

required, as a condition of employment, to furnish an automobile at his own expense to be used in performing his official duties as an administrator in Community High School District 94. The Superintendent's use of his automobile for District business shall be reimbursed at the rate of Three Hundred Dollars (\$300.00) per month. No such reimbursement shall be paid for any period of time during which the Superintendent is absent from work for any reason. The Board shall have no further obligation to reimburse the Superintendent for expenses related to the ownership, leasing or use of his automobile for District business. To the extent that such reimbursement is not substantiated, it shall be included in the Superintendent's taxable income.

(b) Other Reimbursable Expenses. It is anticipated and agreed that the Superintendent shall be required to incur certain other expenses for the official business of the Board and attendance at local, state, national, community, civic and professional meetings. As such, the Board agrees to reimburse the Superintendent for any such expenses incurred by him on behalf of the Board, including local lodging overnight as needed; subject, however, to the Superintendent's substantiation and the Board's prior approval of such expenses, and compliance with Board Policy.

SECTION 7. FRINGE BENEFITS.

(a) Health and Dental Insurance. The Superintendent may elect to receive health and dental insurance coverage for himself and the dependent members of his immediate family, said election to be made in accordance with applicable law and the terms and provisions of the Board's insurance carrier. If such election is made, the Board shall provide such insurance coverage to the extent provided by and in accordance with the basic insurance coverage provided to the District's certified staff; the Board shall pay and otherwise be responsible for the premium costs of said insurance, up to the maximum rate payable by the Board for said insurance for newly hired members of the District's ISBE-licensed staff, as specified in the then-current collective bargaining agreement covering said staff, and the Superintendent shall pay and otherwise be responsible for all remaining premium costs for said insurance.

(b) Term Life Insurance. The Board shall pay the cost and maintain on an annual basis a term life insurance policy equal to the one and one half (1 ½) times the annual base salary of the Superintendent.

(c) Membership Dues. The Board shall pay for the cost of annual membership dues to the American Association of School Administrators, Illinois Association of School Administrators, and DuPage Association of School Administrators, and other professional

expenses necessary and incidental to the Superintendent's professional growth, as approved by the Board.

(d) Medical Examination. The superintendent shall submit at least annually during the life of this Contract, to a comprehensive medical examination. The person performing the examination shall be a physician licensed to practice medicine in all of its branches. The Board shall pay for the annual comprehensive medical examination. The Superintendent shall provide a certification prepared by the physician that the Superintendent can fulfill the essential job requirements of Superintendent of Schools. In the absence of such statement, a copy of the report of the comprehensive medical examination shall be delivered to the Superintendent and the Board president, but otherwise shall remain confidential. If, in the opinion of the Board President, there is a medical problem reported in the Superintendent's comprehensive medical examination, the President may provide all current Board members with the information.

(e) Vacation Days. The Superintendent shall receive twenty (20) work days vacation annually, exclusive of week-ends and legal holidays, as of July 1 of each Contract year. Vacation shall be taken by the following June 30. If there are unused vacation days remaining as of June 30, the Board may in its sole discretion approve the carry-over of unused vacation, up to a maximum of ten (10) days. In no event will unused vacation days accumulate beyond a maximum of ten (10) days for the entire term of this Contract, regardless of whether the number of vacation days not used by the Superintendent during the term of this Contract exceeds ten (10) days. The Board shall have no obligation to agree to or approve the carry-over of any unused vacation days. The parties agree that this paragraph 7(e) provides the Superintendent adequate notice and a reasonable period of time within which to use the vacation granted hereunder. The Superintendent will advise the Board President in advance of any vacation period taken and the time thereof. Vacation periods in excess of five (5) consecutive days require prior Board approval. If this Contract is terminated for any reason, the Superintendent shall be paid for the current year's allocation of vacation days and no more than ten (10) accumulated and unused vacation days, at the rate of his current salary.

(f) Sick Leave. The Superintendent shall be entitled to the same amount of paid sick leave days granted to certified staff under the collective bargaining agreement then in effect, including personal days that can be used as sick leave, notwithstanding any Board policy, practice or precedent to the contrary. If, as the direct result of an unforeseen medical condition of the Superintendent, he is absent from work for a period that exceeds his then available current and

accumulated sick leave, the Superintendent may request that the Board consider granting him additional paid sick leave for his immediate use due to said unforeseen condition; the Board may in its discretion grant such additional sick leave to the Superintendent, but shall be under no obligation to do so. Unused sick leave shall accumulate to a maximum of three hundred forty (340) days. There will be no payment of accumulated sick leave days at the termination of this Contract.

(g) Miscellaneous Fringe Benefits. Except when a specific fringe benefit is provided for in this Contract, the Superintendent shall receive fringe benefits provided by the Board during the term of this Contract to all administrators and/or to all certificated employees. In event of a conflict in a fringe benefit expressly provided for in this Contract and one provided to administrators and/or certificated employees, the terms of this Contract shall govern.

(h) TRS. The Board shall pick up and pay on the Superintendent's behalf, the Superintendent's contribution to the Illinois Teachers' Retirement System ("TRS") pursuant to the Illinois Pension Code, at the rate to the Board of 8.5% of the Superintendent's TRS-creditable earnings. The Board's obligation to pick up and pay this TRS contribution shall never exceed 8.5% of the Superintendent's TRS-creditable earnings. The Superintendent shall be solely responsible for all TRS contributions attributable to that portion of the contribution rate above that exceeds 8.5% of the Superintendent's TRS-creditable earnings. The Superintendent shall be solely responsible for any and all other required contributions to TRS, including but not limited to, all TRS contributions payable by reason of any other compensation payable to the Superintendent pursuant to this Contract. Provided, however, the Board shall pay the Superintendent's contribution the Illinois Teachers' Health Insurance Security Fund (THIS), which shall not exceed 1% of the Superintendent's TRS-creditable earnings; the Superintendent shall be solely responsible for all THIS contributions that exceed 1% of the Superintendent's TRS-creditable earnings. Although designated by the Illinois Pension Code as employee contributions, the amounts herein required to be picked up and paid by the Board shall be paid by the Board in lieu of contributions by the Superintendent pursuant to Section 414(h) of the Internal Revenue Code of 1986, as amended. The Superintendent shall not have the option of choosing to receive directly the amounts contributed to TRS by the Board on the Superintendent's behalf, nor any right or claim to the contributions to TRS except as such may subsequently become available pursuant to the provisions of the Illinois Pension Code and TRS rules and regulations.

(i) Annuity. 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 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. Provided, however, that in no case shall the Board be required to pay any additional compensation to or on behalf of the Superintendent, or pay any matching or other employer contribution on the Superintendent's behalf.

(j) Limitation on Compensation. Effective with the 2022-2023 school year and notwithstanding any provision of this Contract, or any other agreement, contract, incentive, policy, practice or precedent to the contrary, in no event will the Superintendent be eligible for or entitled to the receipt of any remuneration or benefit during the term of this Contract that would cause his total TRS-creditable compensation, salary and fringe benefits ("total TRS-creditable compensation") to exceed three percent (3%) of his prior year's total TRS-creditable compensation, or the maximum amount which would not require the payment of any employer or employee contribution, penalty or other payment to any State pension or retirement system or the State of Illinois, whichever is less, unless otherwise agreed to in writing by the parties. Execution of this Contract by the Superintendent includes his acknowledgement and agreement to the foregoing limitation. The total TRS-creditable compensation received by the Superintendent as set forth in this Contract and limited by this provision constitutes the entire remuneration and benefits paid to the Superintendent by the Board. The Superintendent, in further consideration of his receipt of such total TRS-creditable compensation, agrees to waive and otherwise forgo the receipt of any such remuneration or benefit set forth in this Contract that would cause his total TRS-creditable compensation for the term of this Contract to exceed the foregoing limitation. The remuneration and benefits set forth in this Contract shall not be increased, but may be decreased for sufficient cause or in order to comply with the requirements of any subsequently enacted applicable law or regulation. Any decrease in remuneration or benefits shall not be considered an amendment nor shall it be deemed that the Board and the Superintendent have entered into a new contract, or that the termination date of this Contract has been extended.

SECTION 8. PROFESSIONAL GROWTH. The Board encourages continuing professional growth of the Superintendent through membership in and participation in professional organizations and through attendance at appropriate professional meetings and conferences at the

local, state and national levels. Within budget constraints, as approved by the Board, the Board shall reimburse the Superintendent for actual and necessary expenses incurred by him in attending such meetings and conferences.

SECTION 9. OUTSIDE ENGAGEMENTS. The Superintendent shall devote his time, attention and energies to the business of the District. With the approval of the Board, the Superintendent may undertake speaking, teaching, consulting or writing engagements, lecturing and other professional activities and may retain any compensation or honoraria derived from such work, provided that these activities do not interfere with the effective performance of his duties as the superintendent.

SECTION 10. CERTIFICATION. During the term of this Contract, the Superintendent shall maintain a valid and appropriate certificate to act as superintendent in accordance with the laws of the State of Illinois and as directed by the Board, and shall keep such certificate in full force and effect during the life of this Contract.

SECTION 11. EVALUATION

(a) By no later than June 30, 2022, the Superintendent shall meet the initial student performance and academic improvement goals (including the objectives and indicators for meeting such goals) attached to and made a part of this Contract at the time of its execution as Exhibit 1. All of said goals are linked to student performance and academic improvement within the school or schools of the School District, and shall be used by the Board to measure the performance and effectiveness of the Superintendent, along with such other information as the Board may determine, pursuant to Section 10-23.8 of the Illinois School Code.

(b) Prior to the end of March 2022, and prior to the end of March of each subsequent year of this Contract, the parties shall meet to establish and agree upon annual student performance and academic improvement goals (including the objectives and indicators for meeting such goals), in accordance with Section 10-23.8 of the Illinois School Code. Said goals, objectives and indicators shall be reduced to writing by the Superintendent and delivered to the Board prior to the end of April of each Contract Year. In the event that the parties cannot agree on the goals, objectives and indicators for a given Contract Year, said goals, objectives and indicators shall be determined, reduced to writing, and delivered by the Board to the Superintendent prior to the end of April of each Contract year. Said goals, objectives and indicators, regardless of how they are determined, shall be among the criteria by which the Superintendent is evaluated. The addition or revision of student performance and academic improvement goals shall be in implementation of

this provision of this Contract and shall not constitute or require an amendment to this Contract.

(c) Each year the Board and the Superintendent shall meet and attempt in good faith to mutually agree upon the evaluation format. This evaluation and assessment shall be reasonably related to the position description of the Superintendent, the goals and indicators of the Board for the period in question and the civic responsibilities and related tasks provided for in Section 2 of this Contract. If the parties are unable to agree on an evaluation format, the Board shall determine the evaluation format by September 30 of each Contract year. The format for the first Contract year shall include the goals, objectives and indicators established pursuant to Paragraph 11(a) of this Contract. The format for the second and subsequent Contract years shall include the goals, objectives and indicators established pursuant to Paragraph 11(b) of this Contract, as well as the method or methods of measuring whether such goal, objective, or indicator has been successfully met. The decision regarding whether a goal, objective, or indicator has been met shall be within the sole discretion of the Board, and such decision shall be made in good faith and shall not be arbitrary and capricious.

(d) By March 31 of each year of this Contract, the Board as a whole shall review with the Superintendent his progress toward the established goals, objectives and indicators, and his overall performance, including his working relationships among the Board, the faculty, the staff and the community. The Superintendent shall, by January 15 of each year, notify the Board that the annual performance review and evaluation is scheduled to occur. If the Board has not completed the evaluation by March 31 of each Contract Year and the Superintendent, after March 31, has notified the Board in writing of such failure, the Board shall complete the evaluation within thirty (30) days after its receipt of such notice from the Superintendent. Any failure to evaluate or assess the Superintendent as provided herein shall preclude the Superintendent's suspension (with or without pay) or termination hereunder based on his progress toward the established goals, objectives and indicators, or his overall performance, including his working relationships among the Board, the faculty, the staff and the community. However, any such failure to evaluate or assess the Superintendent as provided herein shall not preclude the non-renewal and termination of this Contract pursuant to Section 1, or the non-renewal of this Contract pursuant to Section 12.

SECTION 12. SUBSEQUENT CONTRACT. Notice of intent not to enter into a new Contract must be given by the Board, in writing, no later than March 1 of the last year of this Contract, unless this Contract is non-renewed and terminated pursuant to Section 1. 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. 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.

SECTION 13. TERMINATION. In addition to the notice specified in Section 1, this Contract may also be terminated by:

- (a) Mutual agreement of the parties.
- (b) Retirement or Resignation of the Superintendent. The Superintendent shall provide the Board at least one hundred eighty (180) days written notice of the proposed retirement or resignation.
- (c) Disability of the Superintendent. Should the Superintendent be unable to perform the duties and obligations of this Contract by reason of permanent disability, illness, or incapacity, as set forth in Board policy; or, absence beyond the period of time set forth in Board policy for temporary illness, incapacity, or disability, the Board, at its option, may terminate this Contract, whereupon the respective duties, rights and obligations of the parties shall terminate. The Board shall provide, at its sole expense, a disability income protection policy for the term of this Contract to assure the Superintendent continuation of seventy percent (70%) of his salary, inclusive of TRS disability annuity payments, during any period of disability. If a question is raised concerning the ability of the Superintendent to perform the duties and obligations of this Contract, the Board may require the Superintendent to submit to a medical examination(s) to be performed by a physician(s) licensed to practice medicine in all of its branches. The Board and the Superintendent shall attempt to mutually agree upon the physician(s) who shall conduct the medical examination(s) provided for in this subsection. If the parties cannot so agree, the District's insurance administrator shall select the examining physician(s). The examination shall be done at the expense of the District. The physician(s) shall limit the report to the issues of whether the Superintendent has a continuing disability which prohibits him from returning to and performing the duties and obligations of this Contract, and whether such disability is permanent. Prior to termination for disability, the Superintendent may request a hearing before the Board in closed session.
- (d) Discharge for cause. The Board may discharge the Superintendent for just cause, which shall mean any conduct, act, or failure to act by the Superintendent which is

detrimental to the best interests of the District and which may include, but is not be limited to, failure to obtain or maintain the State of Illinois certificate referred to in Section 10 of this Contract, neglect of duty or material breach of contract, or an unsatisfactory performance evaluation of the Superintendent made by the Board pursuant to Section 11 of this Contract. Notice of discharge for cause shall be given in writing and the Superintendent shall be entitled to appear before the Board to discuss such causes. If the Superintendent chooses to be accompanied by legal counsel at such meeting, he shall bear any costs therein involved. Such meeting shall be conducted in closed session. The Superintendent shall be provided a written decision stating the results of the meeting.

(e) Death of the Superintendent.

(f) Termination by the Superintendent. The parties agree that the Board will incur damages in the event that the Superintendent unilaterally terminates this Contract during its term which are difficult to ascertain, and which include but are not limited to the costs and expenses associated with the Board obtaining a successor for the Superintendent. If the Superintendent unilaterally terminates his employment before the expiration of this Contract without complying with Paragraph 13(a) or Paragraph 13(b), the Superintendent shall pay to the Board, not as a penalty but solely as liquidated damages, the sum of \$10,000, which the parties agree is a good-faith estimate of anticipated costs to the Board associated with obtaining a successor. The payment of liquidated damages by the Superintendent under this paragraph shall be the Board's exclusive remedy for any claims of breach of this Contract due to the Superintendent's unilateral termination as set forth in this paragraph.

(g) Expiration of the term of this Contract.

Nothing shall prohibit the Board from suspending the Superintendent with or without pay pending completion of the applicable requirements of this section. After the effective date of dismissal the Superintendent shall not be entitled to compensation or benefits of any kind under this Contract, except that the Superintendent shall be entitled to any vested benefits payable under the terms and provisions of the Illinois Teachers' Retirement System.

SECTION 14. SEVERABILITY. If any provision of this Contract is subsequently declared by the proper legislative or judicial authority to be unlawful or unenforceable, all other provisions of the Contract shall remain in full force and effect.

SECTION 15. COMPLETE 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. No modification or amendment of this Contract shall be valid or binding on the parties unless it is in writing and executed by the Board and Superintendent. This agreement has been executed in Illinois and shall be governed by the laws of the State of Illinois.

SECTION 16. WAIVER OF TENURE. The Superintendent, in accepting the terms of this multi-year Contract, waives any and all rights granted him under the Illinois School Code, including, but not limited to, any rights to tenure under Section 24-11 through 24-16 of the Illinois School Code.

SECTION 17. CRIMINAL BACKGROUND INVESTIGATION. The Board is prohibited from knowingly employing a person who has been convicted of committing or attempting to commit certain criminal offenses. If the Superintendent receives, or a required criminal background investigation report reveals that there has been a prohibited conviction during the term of this Contract or any extension thereof, this Contract shall immediately become null and void.

SECTION 18. LIVING IN DISTRICT. While not a condition of employment and in further consideration of the salary and benefits set forth in this Contract, the Superintendent shall reside in sufficient proximity to the District to allow for the effective performance of his duties under this Contract, and to permit him to satisfy the Board's expectation of his active participation in the affairs of the District and its community.

SECTION 19. NOTICES. Any notice or communication permitted or 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 as follows.

If to the Board: President, Board of Education
326 Joliet Street
West Chicago, Illinois 60185-3142

If to the Superintendent: Dr. Moses Cheng
at the last address for him contained in official Business
Office records of the Board

SECTION 20. MISCELLANEOUS.

(a) This Contract has been executed in Illinois, and shall be governed in accordance with the laws of the State of Illinois in every respect.

(b) The failure of the Board to exercise, or the Board's waiver of, any of its rights, or

the Board's failure to require the Superintendent to perform any particular duty, under this Contract shall not be deemed a waiver of such right or duty in any future instance unless otherwise expressly so stated in writing by the Board.

(c) Section 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.

(d) 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.

(e) This Contract shall inure to the benefit of the parties, their successors, assigns, heirs, executors, and personal representatives, and shall be binding upon the Board, its successors and assigns.

(f) Both parties have had the opportunity to seek advice of counsel. The Board has relied upon the advice and representation of counsel selected by it respecting the legal liabilities of the parties, if any. The Superintendent has voluntarily decided to act without the advice of counsel, without threat or coercion.

(g) The Board retains the right to repeal, change or modify any policies or regulations which it has adopted or may hereafter adopt, subject however to the restrictions contained in the Illinois School Code and other applicable law.

IN WITNESS WHEREOF, The Board of Education has caused this Contract to be executed by its President and attested by its Secretary, and the Superintendent has signed this Contract as of this _____ day of _____, 2021.

BOARD OF EDUCATION of COMMUNITY HIGH SCHOOL DISTRICT 94

By: _____
President

Attest: _____
Secretary

SUPERINTENDENT

Dr. Moses Cheng

Exhibit 1

Superintendent Goals & Evaluation

(a) Pursuant to Section 11 of the Parties' Superintendent's Employment Contract dated (DATE) (the "Contract"), the Superintendent shall meet the following student performance and academic improvement goals (including the objectives and indicators for meeting such goals) by no later than June 30, 2022. All of said goals are linked to student performance, academic improvement, school culture and financial stability within the school or schools of the School District, and shall be used by the Board to measure the performance and effectiveness of the Superintendent, along with such other information as the Board may determine, pursuant to Section 10-23.8 of the Illinois School Code. The goals are as follows:

1. Enhance programs and systems to create student learning experiences through flexible and responsive pathways.
2. Promote effectual professional growth for teachers, staff, and administrators.
3. Create financial stability while prudently allocating resources for the benefit of the district and school.
4. Develop programs that facilitate a positive school culture and climate.

(b) Prior to the beginning of the 2022-2023 school year and each subsequent school year of the Contract, the Board and Superintendent shall meet to establish and agree upon annual objectives and indicators for meeting the above goals in accordance with Section 10-23.8 of the Illinois School Code. Said objectives and indicators shall be reduced to writing by the Superintendent and delivered to the Board prior to the end of March of each preceding Contract year. Said objectives and indicators shall each have a numeric value assigned (so that, in total, all assigned values will equal one hundred) which will represent the weighting to be associated with each specific objective and indicator. In the event that the parties cannot agree on the objectives and indicators for a given Contract year, said objectives and indicators shall be determined, reduced to writing, and delivered by the Board to the Superintendent prior to the end of March of each preceding Contract year. Said objectives and indicators, regardless of how they are determined, shall be among the criteria by which the Superintendent is evaluated.

(c) Based upon the achievement of the goals, objectives and indicators set forth in Section (a) of this Exhibit, the achievement of the goals, objectives and indicators established

pursuant to Section (b) of this Exhibit, and the evaluation process set forth in Section 11 of the Contract, the Board shall determine the salary increase for the applicable school year, which shall be the result of the maximum percentage increase for the applicable Contract Year multiplied by the weighted value of the achieved objectives and indicators for all of the student performance and academic improvement goals for the corresponding year.