

DR. KING EMPLOYMENT CONTRACT

This EMPLOYMENT CONTRACT (the "Agreement") is entered into by the Board of Education of the City of Chicago (the "Board") and Macquiline King, for services as the Chief Executive Officer ("the CEO") of the Chicago Public Schools.

In consideration of the mutual promises contained herein, the Board and the CEO agree that this Agreement and the terms set forth between the parties reflect the parties' understanding of the laws regarding appointment, duties, compensation, and termination. The parties agree as follows:

1. EMPLOYMENT

In accordance with the provisions of Section 34-6 of the Illinois School Code, 105 ILCS 5/34-6, and subject to the terms of this Agreement, Macquiline King is hereby employed as the Chief Executive Officer of the Chicago Public Schools.

1.1 **TERM.** Under this Agreement the CEO is employed for a period of three years, following approval by the Board, beginning on July 1, 2026, and extending through June 30, 2029.

1.2 **SALARY.** The Board, as compensation for the duties set forth in this Agreement, will pay the CEO an annual base salary at the rate of three hundred and eighty thousand dollars (\$380,000) per year, payable in equal installments in the same manner as the salaries of other central office twelve-month administrators are paid. The Board is authorized to increase the annual base salary rate by up to three percent (3%) each year after the Board has conducted an annual performance review and issues an annual performance evaluation to the CEO as described in this Agreement. Salary increases shall only be considered upon successful completion of a review period and performance evaluation as described in § 2.3. Any increase in base salary made during the term of this Agreement shall be considered an amendment to this section of the Agreement and shall become a part of the Agreement.

1.3 **TENURE.** The CEO waives any rights to acquire tenure of any sort in the School District.

1.4 **RESIDENCY.** The CEO shall maintain actual residency in the City of Chicago during the duration of the term of employment.

1.5 BENEFITS.

1.5.1 *Medical, Life, Accidental Death & Dismemberment ("AD&D"), Flexible Spending Accounts ("FSA") and Related Benefits.* The Board shall provide the CEO

with the usual and customary medical, life, AD&D, FSA and related benefits provided to all Board employees.

1.5.2 *Paid Vacation Leave.* The Board shall grant the CEO a bank of twenty days of paid vacation on July 1, 2026, with additional vacation days to be accrued on a per payroll period basis at a rate of four weeks per year, with a maximum accrual time of thirty vacation days.

1.5.3 *Paid Sick and Other Leaves.* The CEO shall have sick leave, and any other authorized leave during the term of employment in the same manner as other CPS executive staff.

1.5.4 *Partial Pick-up of Employee Pension Contribution.* The Board shall pay a portion of the CEO's employee contribution to the applicable pension fund, equal to seven percent (7%) of the CEO's salary as permitted by the Illinois Pension Code.

1.5.5 *Employer 403B/457 Contribution.* The Board shall pay an amount equivalent to ten percent (10%) of the CEO's salary to a supplemental savings defined contribution plan 403B and 457B account created for the benefit of the CEO, to be paid over the course of the year each payroll period.

1.5.6 *Payment or Reimbursement of Fees for Membership in Education-Related Professional Organizations.* The Board will pay on the CEO's behalf or reimburse the CEO for reasonable membership fees in education-related professional organizations.

2. DUTIES

The CEO shall devote the best professional efforts and full employment time in carrying out the duties and responsibilities of the position. The duties and responsibilities shall include but are not limited to those prescribed by the laws and regulations of the State of Illinois and by the policies, rules, regulations, and directions adopted by the Board (collectively the "Board Policies") and as are reasonably incidental to the position of CEO all as may be modified from time to time by the Board. The CEO's duties and responsibilities include, but are not limited to those duties set forth in Section 8 of the Illinois School Code (105 ILCS 5/34-8), those duties delegated to the CEO by Board Policies, and, including but not limited to: the transfer and assignment of professional personnel and other employees under the CEO's supervision as in the CEO's judgment the needs of the School District require; the organization and arrangement of administrative and supervisory staff, including instruction and operational affairs; the selection and recommendation for action by the Board of certified and non-certified personnel for hire and recommendation for professional staff for promotion; the promulgation or amendment from time-to-time of rules and procedures

deemed necessary or desirable for the well-ordering of the School District. The CEO shall attend all open and closed meetings of the Board unless excused from closed meetings by the Board because the Board is considering the CEO's performance, conduct, compensation, or employment status. The Board shall not reassign the CEO from the position of CEO to another position without the CEO's express written consent. In all cases, the CEO is expected to act in the best interests of CPS and the Board and perform the position with a high degree of competence, professional standards, and judgment.

2.1 PERFORMANCE GOALS. The CEO shall submit proposed annual goals, including, but not limited to, goals in alignment with CPS' Strategic Plan by September 1, 2026. The CEO and the Board shall review and agree on annual goals no later than November 1, 2026. Thereafter, the CEO shall submit proposed performance goals to the Board on June 1st of each year. The CEO and the Board shall review and agree on annual goals no later than June 30th.

2.2 BOARD AND CEO COMMUNICATION AND RELATIONSHIP. The Board and the CEO shall meet to discuss and agree on expectations for how they will work together, including the expectation of maintaining productive and professional relationships with critical stakeholders, including the Mayor of Chicago. Thereafter, they will meet annually to evaluate the communication and relationship. The Board shall bring to the CEO's attention any criticisms, complaints, and suggestions called to the Board's attention or its members for study, disposition, or recommendations as appropriate.

2.3 EVALUATION. The CEO will receive an annual performance review. The Board and CEO will mutually agree on the evaluation process, which will include an annual formal evaluation assessing progress toward agreed-upon goals and overall performance. In addition, periodic check-ins throughout the year to review progress toward goals and alignment with strategic objectives will occur as mutually agreed by the Board and CEO.

3. SECONDARY EMPLOYMENT

The CEO shall devote all professional time, attention, skills, and energy to the performance of the responsibilities of the position. A secondary employment relationship with an entity other than the Board is prohibited. The CEO shall be permitted to serve as an unpaid board member for non-profit organizations, volunteer for organizations, or make speeches to or participate in panel discussions for groups and organizations consistent with Board policy. Non-profit board membership, volunteer work, or speaking engagements must not interfere or conflict with the responsibilities of the CEO or create a conflict of interest in the CEO with respect to the CEO's obligations to the Board.

4. TRANSPORTATION AND WORK-RELATED EXPENSES

The Board shall provide the CEO with a driver for travel in a School District automobile to and from destinations within the Chicago Metropolitan Area in connection with the performance of the CEO's duties as described herein. In accordance with Board policies, the Board shall reimburse the CEO for reasonable work-related expenses incurred in the performance of the duties of the position.

5. INDEMNIFICATION

In accordance with and to the extent provided in the Illinois Local Governmental and Local Governmental Employees Tort Immunity Act (745 ILCS 5/1-101 et seq.), the Board shall indemnify, hold harmless and defend the CEO against any claim or action against the CEO allegedly arising out of an act or omission occurring within the scope of the CEO's employment by the Board.

6. INCAPACITATION

If the CEO becomes incapacitated and subject to the CEO's rights, if any, under the federal Family and Medical Leave Act and any other applicable state or federal law, or if the CEO becomes physically or mentally unable to perform any substantial duty, with or without reasonable accommodations, for a period of 60 calendar days in any 180 calendar-day period, the Board may, at its option, terminate the CEO's employment upon written notice to the CEO. The CEO may within 10 days of receiving such notice request a hearing before the Board or its designated hearing officer regarding whether the CEO can perform the duties with or without reasonable accommodations. The parties agree that a decision following such hearing shall be final. Upon termination for such reason, the Board shall pay the CEO any accrued compensation or benefits due up to the date of termination. Nothing in this paragraph shall be interpreted or enforced in a manner that violates the Americans with Disabilities Act of the Family Medical Leave Act or any other applicable federal, state, or local laws.

7. TERMINATION

The Board may terminate this Agreement before its stated date of expiration for any of the reasons set forth herein.

7.1 FOR CAUSE. The Board may terminate this Agreement and the CEO's employment at any time during the term of the Agreement for cause by providing, or having a designee of the Board provide, the CEO with written notice, pursuant to paragraph 10, of such intention, together with a statement of the primary reasons for termination. Cause, means a finding by the Board which shall include, but is not

limited to, any material breach of this Agreement or any of the following: (a) failure to address substandard performance after written notice; (b) fraud or misappropriation; (c) negligence; (d) cruelty; (e) immorality; (f) criminal activity; (g) a finding of wrongdoing or recommendation for disciplinary action, up to and including termination, following an investigation, by an overseeing Office of Inspector General or any designated investigative entity; or (h) the exercise of judgment, not supported by relevant considerations, in a serious matter that reflects poorly on CPS or the Board. If the CEO is terminated for cause during the term of this Agreement no severance shall be paid. Any compensation earned or reimbursements due up to the date of termination shall be paid in regular payroll installment payments until paid in full.

7.2 WITHOUT CAUSE. The Board, at its option, and by a minimum of sixty days' notice to the CEO, or pay in lieu of notice, may unilaterally terminate this Agreement during its term without cause. In the event of such termination before the Agreement term ends, the Board shall pay to the CEO, as severance pay pursuant to the terms and conditions set forth in paragraph 8, an amount equivalent to and not to exceed the lesser of the balance of compensation that would be paid under this Agreement or twenty weeks of compensation, to include any amounts considered as pay in lieu of notice. The base annual salary at the time of such termination shall be used to determine severance pay. Any payment shall be less applicable taxes and authorized deductions and shall be paid in regular payroll payments until paid in full.

7.3 MUTUAL AGREEMENT. This Agreement may be terminated by mutual agreement of the CEO and the Board in writing, upon such terms and conditions as may be mutually agreed upon.

7.4 RESIGNATION. The CEO may resign employment upon 90 days' written notice to the Board. The Board in its sole discretion may accept the resignation as effective immediately after receipt of such notice.

8. SEVERANCE

In accordance with the Government Severance Pay Act, 5 ILCS 415, no severance pay shall be paid if the Board, an overseeing Office of Inspector General, or any designated investigative entity finds that the CEO engaged in misconduct. Misconduct includes but is not limited to any of the following: (a) conduct that is a deliberate violation or disregard of reasonable standards of behavior of an employee; (b) intentional and substantial disregard of the employer's interests or the employee's duties; (c) chronic absenteeism or tardiness

in deliberate violation of a known policy after a reprimand; (d) willful and deliberation violation of a state or local standard or regulation; (e) violation of the employer's rules; (f) other conduct, including criminal assault or battery on an employee, customer, invitee or abuse or neglect of someone under the employee's professional care.

9. ARBITRATION

Any dispute arising out of or relating to this Agreement, the CEO's employment with CPS, or the termination of such employment shall be resolved exclusively through final and binding arbitration rather than litigation. Such arbitration shall be conducted in accordance with the rules of a mutually agreed-upon arbitration provider, or, if the parties cannot agree, such arbitration shall be administered by the American Arbitration Association under its Employment Arbitration Rules. The parties shall share equally in the costs of arbitration. The arbitrator will have the authority to award any legal or equitable remedy or relief that a court of competent jurisdiction could order or grant under this Agreement in accordance with the governing law hereunder. The arbitrator, however, is not authorized to change or alter the terms of this Agreement. Any party wishing to assert a claim under this provision must do so in accordance with the procedures provided in the AAA rules within 180 days after the claim arises. Any claim not initiated within 180 days after the claim arises will be waived, unless the Parties mutually agree to extend the time for initiating claims. The Parties irrevocably waive their right to a trial by jury of any claims arbitral under this provision. Any dispute about whether a claim is subject to arbitration under this provision shall be decided by the arbitrator. If any of the foregoing provisions are deemed invalid or unenforceable, such provisions will be deemed severable to the extent necessary to render the Parties' agreement to submit disputes to arbitration valid and enforceable to the maximum extent permitted by law.

10. RENEWAL

Unless the Agreement is terminated earlier in accordance with any section in paragraph 7, this Agreement shall automatically terminate upon the stated expiration date and shall not renew. If either party wishes to renew the contract at the end of its term, each agrees to provide notice to the other of such intention at least 90 days before the expiration of the Agreement. In the event, the parties mutually wish to continue the employment relationship the parties shall meet to discuss the terms of a renewal agreement, which terms shall be agreed to no later than 60 days before the expiration of the term.

11. NOTICE

Any notice or communication permitted or required under this Agreement shall be made in writing and shall become effective on the day of service thereof by personal service or by

first-class mail, registered or certified, return receipt requested, sent to the parties at their respective addresses listed below. Service by mail shall be deemed made upon deposit in the mail to the following:

To the Board & General Counsel:

President, Board of Education
Chicago Public Schools
1 N. Dearborn, Suite 950
Chicago, IL 60602

General Counsel
Chicago Public Schools
1 N. Dearborn, Suite 900
Chicago, IL 60602

To Chief Executive Officer:

[insert address]
(personal home address on file)

Macqueline King
Chicago Public Schools
42 West Madison Street, 3rd Floor
Chicago, IL 60602

12. APPLICABLE LAW AND CHOICE OF FORUM

This Agreement shall be construed in accordance with and governed by the laws of the State of Illinois.

13. WRITTEN MODIFICATION

This Agreement may not be modified except by express written consent of both Parties.

14. COMPLETE AGREEMENT

This Agreement contains the complete understanding of the parties and may not be modified except by express written consent of both parties.

15. SEVERABILITY

If any portion of this Agreement is declared by any court or adjudicative body to be invalid, the validity of the remaining portions will not be affected.

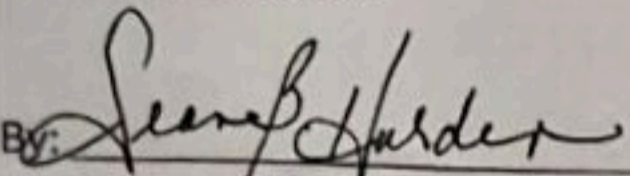
16. COUNTERPARTS AND ELECTRONIC SIGNATURES

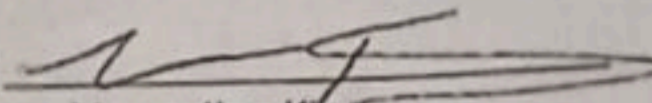
This Agreement may be executed in any number of separate counterparts and by electronic signatures, each of which shall together be deemed an original, but the several counterparts shall together constitute one and the same instrument. In addition, the parties agree that an electronic signature shall be considered an original signature, and a copy of the Agreement shall be considered an original instrument, and each, together or

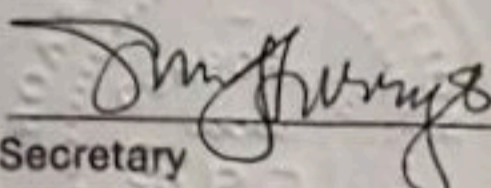
separately, shall become binding and enforceable as if original and the parties may rely on the same to prove the authenticity of the Agreement.

CHICAGO BOARD OF EDUCATION
Chicago Public Schools
School District 299

DR. MACQUILINE KING

By: 
Sean Harden, President

By: 
Macquiline King

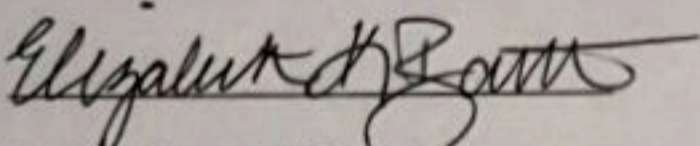
Attest: 
Secretary

Date: APRIL 2, 2024

Date: 3/27/24

Resolution No. 26-0330-RS2

Approved as to legal form:


Acting General Counsel