

22-1207-RS6

December 7, 2022

**RESOLUTION BY THE BOARD OF EDUCATION TO AMEND
CHIEF EXECUTIVE OFFICER'S (PEDRO MARTINEZ) EMPLOYMENT CONTRACT**

WHEREAS, in Board Resolution 21-1027-

and obligations to CPS or the Board, or that may be reasonably perceived to have a material adverse impact on the good name and integrity of CPS or the Board in the sole judgment of the Board ~~the exercise of poor judgment in a manner that reflects poorly on CPS or the Board~~; or (i) any improper act that is contrary to the best interests of CPS. If the CEO is terminated for cause during the term of this contract 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 _____ notice to the CEO, or pay in lieu of notice, 30057>10005C30000325000B>15001600134000C>30003250047

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This EMPLOYMENT CONTRACT W KH ³FRQWUDFW´ RU ³DJUHHPHQW´ LV EHWZHHQ W KH %RDUG RI (GXFDWLRQ RI W KH &LW\ RI &KLFD 0\$57,1(= IRU VHUYLFHV DV W KH &KLHI ([HFXWLYH 2IILFHU 3XEOLF 6FKRROV ³&36H SDFUOLHFWLYHO\ ³WK

In consideration of the mutual promises contained herein, the Board and the CEO agree WKDW WKL V FRQWUDFW DQG W KH WHUPV VHW IRUWK EH 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 contract, PEDRO MARTINEZ is hereby employed as the Chief Executive Officer of the Chicago Public Schools.

1.1 TERM. Under this contract the CEO is employed for a period of five years, following approval by the Board, beginning on September 29, 2021, and extending through June 30, 2026.

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 forty thousand dollars (\$340,000) per year, payable in equal installments in the same manner as the salaries of other central office twelve-month administrators are paid. The Board delegates to the Board President the authority, after consultation with individual Board

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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 (20)

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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 WKH & (2¶V SHUIRUPDQFH ERQ Enpbywhf FkPis Hto Bawl shall not reassign the CEO from the position of CEO to another position without the & (2¶V H[SUHVV ZULWWHQ FRQVHQW ,Q DOO FdVHV WKH interests of CPS and the CPS Board and perform the position with a high degree of competence, professional standards, and judgment.

2.1 PERFORMANCE GOALS. The CEO shall submit 60-120-180 day goals within forty-five (45) days of the start of employment. The CEO and the Board shall

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(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; (h) any other F R Q G X F W L Q F R Q V L V W H Q W Z L W K W K H & (2 ¶ V G X W L H V D C or that may be reasonably perceived to have a material adverse impact on the good name and integrity of CPS or the Board in the sole judgment of the Board, or (i) any improper act that is contrary to the best interests of CPS. If the CEO is terminated for cause during the term of this contract 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, may unilaterally terminate this contract during its term without cause as follows:

(a) Notice to the CEO. In order to ensure a smooth and stable transition, the Board shall give the CEO one hundred and eighty (180) days' notice of the termination of this contract. During the one hundred and eighty (180) day period, the CEO will remain as CEO, and the Board, its designees, and the CEO will work collaboratively to develop and implement a transition plan that will ensure stability for the Board D Q G W K H G L V W U L F W ¶ V V W X G H Q W V I D P L O L H V D Q G

(b) Severance Pay After Termination. After the effective date of a termination without cause, the Board shall pay to the CEO, as a lump sum severance pay, an amount equal to twenty (20) weeks of his/her base annual salary, less applicable payroll withholdings, The Board shall continue all healthcare (e.g., health, dental and vision) coverage for the CEO and his covered dependents for twenty (20) weeks and contributions for those benefits shall be withheld from the lump sum severance payment.

7.3 MUTUAL AGREEMENT. This contract 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 30 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 ¶ V L Q W H U H V W V R U W K H F

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12. WRITTEN MODIFICATION

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

13. COMPLETE AGREEMENT

This agreement constitutes the complete understanding of the parties and supersedes any and all oral or written communication

14. 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.

15. 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.

BOARD OF EDUCATION OF THE CITY OF
CHICAGO

CHIEF EXECUTIVE OFFICER

BY: _____
Miguel del Valle, President

BY: _____
Pedro Martinez 09 Tm 0 g 0 G |

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Approved as to Legal Form:

DocuSigned by:



Joseph T. Moriarty, General Counsel