

## **Resource/Intervention Program Director Employment Agreement**

Agreement made this 20<sup>th</sup> day of April, 2022, between the **Board of Education of Union School District 81, Will County, Illinois** hereinafter referred to as the “Board”, and **Kristen Baldermann**, hereinafter referred to as the “Program Director”.

### **WITNESSETH**

#### **A. Employment and Compensation**

1. The Board hereby employs the Program Director for Five (5) years, commencing on July 1, 2022, and terminating on June 30, 2027, at an annual salary of no less than Eighty-Three Thousand Dollars (\$83,000) for the 2022-23 contract year. The Program Director’s base salary for each additional year will increase by no less than 3% annually until the 2026-27 school year, where an increase of no less than 4% will be given. The Program Director’s salary shall be payable in equal installments in accordance with the rules of the Board governing payments of other administrative staff members in the District; and the Program Director hereby accepts employment upon terms and conditions hereinafter set forth.

2. In addition to the annual salary stated in paragraph A.1 of this Contract, the Board shall contribute on behalf of the Program Director to the State of Illinois Teachers’ Retirement System (hereinafter “TRS”) in the amount equal to and in satisfaction of the Program Director’s required contribution to TRS, including the Teachers’ Health Insurance Security Fund (“THIS”) contribution. The Program Director does not have any right or claim to this amount except as it may become available from TRS at the time of retirement or resignation. Both parties acknowledge that the Program Director did not have the option of choosing to receive the contributed amounts directly, instead of having such contributions paid by the Board to TRS, and those contributions are made as a condition of employment to secure the Curriculum Director’s future services, knowledge, and experience.

3. In addition to the annual salary and TRS contributions set forth above, the Board shall pay on behalf of the Program Director the employee portion of FICA/Medicare contribution required by law.

4. Any salary or other fringe benefit adjustment or modification during the term of this contract shall be made in the form of a written amendment and shall become a part of this contract, but such adjustment or modification shall not be construed as a new contract with the Program Director, or as an extension of the termination date of this Contract.
5. During the term of this contract, the Program Director shall hold a valid and properly registered certificate issued by the State of Illinois Teachers' Certification Board qualifying her to act as Program Director of the School District.
6. The Board hereby retains the right to adjust the annual salary and benefits of the Program Director during the term of her Contract, provided said adjustment is not to reduce the annual compensation and other benefits expressed herein below the amounts stated herein. Any adjustment in salary made during the life of this Contract shall be in the form of an amendment and shall become a part of this Contract, but it shall not be considered that the Board has entered into a new Contract with the Program Director or that the termination date of the existing Contract has been extended. The Board may by specific action extend the termination date of the existing Contract.
7. This Contract is a performance-based contract. The Program Director shall meet the student performance and academic improvement goals attached hereto as Exhibit A and fully incorporated herein during the term of this Contract, which the parties agree, are goals which are linked to student performance and academic improvement within the schools of the District.
8. The Program Director acknowledges that, pursuant to *The School Code*, she waives any right to tenure in the School District for the term of this multi year contract and any multi-year contract extension.

**B. BENEFITS**

1. The Board shall reimburse the Program Director for her reasonable monthly expenses incurred in the performance of her duties. Itemization shall be made by the Program Director of all expenses incurred.
2. The Board will provide the Program Director with the following benefits:
  - a. Term life insurance in the amount of One Hundred Thousand Dollars (\$100,000.00).
  - b. The Program Director will be eligible to receive family health/dental insurance covered by the district at 80% of the premium while the Program Director is responsible to pay 20% of the premium.

C. Paid vacation of twenty (20) work days per contract year. The Program Director must receive approval from the Superintendent to use vacation days. These requests cannot be unreasonably denied. The Program Director shall be permitted to take vacation time in one hour increments with the prior approval of the Superintendent. Any unused vacation time will be paid out no later than the first week of June each year.

D. The Program Director shall be granted fifteen (15) days of sick leave, as defined in Section 24-6 of The School Code. All earned, but unused, sick leave days may be accumulated to a maximum of three hundred forty (340) days. The Curriculum Director shall also be granted three (3) days of personal leave to be used under the same terms as applicable to the teaching staff.

Subject to rules and regulations of the Teachers Retirement System, School Code and applicable state law, the Program Director shall have the right, upon her termination, resignation or retirement to credit said accumulated sick leave to his account with the Illinois Downstate Teacher's Retirement System to be used for his retirement.

E. The Program Director shall participate in courses, workshops and seminars related to her duties. She also shall attend local and state professional organization meetings and may, with prior Superintendent's approval, attend national meetings of professional organizations. The Board shall pay the costs of the Program Director's annual membership dues in professional organizations, which includes, but are not limited to such as American Association of School Administrators and the Illinois Association of School Administrators.

**C. POWERS AND DUTIES**

1. The Program Director shall oversee all resource and intervention programs, assessment alignment to the standards, standardized testing, appropriate teacher/staff evaluations, professional development, conduct data team meetings and all other duties as assigned. The Program Director works under the direction of the Curriculum Director.
2. The Program Director agrees to devote her best efforts to the District and shall not undertake nor accept other employment or responsibilities which will conflict with her assigned duties. Any other employment must be approved by the Superintendent.

**D. PERFORMANCE GOALS**

The Program Director acknowledges that pursuant to Section 10-23.8 of *The School Code*, this multi-year Contract is subject to performance-based goals. As part of the annual evaluation, the parties (Program Director and Curriculum Director) shall meet to review the Program Director's progress toward achievement of the following performance goals. The Program Director shall strive to improve student performance and promote academic improvement in the District by the methods included in the goals attached to this document as Exhibit A and fully incorporated herein.

The Program Director and Curriculum Director will annually review and assess the Program Director's overall performance based upon the student performance and academic improvement goals set forth above and any other goals and objectives established by the Board. Throughout the term of this contract, the Board may make changes it deems necessary to those student performance and academic improvement goals. This contract may be extended by mutual agreement at the

**E**            **EVALUATION AND ANNUAL PERFORMANCE REVIEW**

The Program Director and Curriculum Director agree that annually they shall mutually discuss and evaluate their working relationship, rapport, and understanding. By March 1 of each year of the Contract, the Program Director's performance, including but not limited to, the progress toward the goals described in Paragraph D above, shall be appraised by the Board and a written evaluation of that performance given to the Program Director no later than April 1. After such evaluation, the parties will schedule a meeting to review the evaluation and determine, if necessary, the terms and conditions of the continued future employment of the Program Director.

**F**            **TERMINATION**

1.        This employment Contract may be terminated by:
  - a .Mutual agreement ;
  - b .Permanent disability ;
  - c .Discharge for cause;
  - d .D e a t h ; o r
  - e .Expiration o f this Contract .
  
- 2        The Board may terminate this Contract for reasons of permanent disability or incapacity at any time after the Program Director has been absent from her employment for a continuous period of three (3) months or she is permanently disabled or incapacitated. All obligations of the Board shall cease upon written notice of termination for permanent disability or incapacity, provided that the Program Director shall be entitled to a hearing before the Board if she so requests. The Board reserves the right to require the Program Director to submit to a medical examination, either physical or mental, whenever the Board deems the Program Director disabled. Such examination shall be performed by a licensed physician to practice medicine in all its branches, who is selected and paid by the Board. The Program Director expressly agrees that the physician shall prepare a detailed report addressing whether she can complete h e r essential job functions and submit it to the Board of Education.
  
- 3        Discharge for cause shall be for any conduct, act, or failure to act by the Program Director which is detrimental to the best interests of the District provided, however, that the Board does not arbitrarily or capriciously call for dismissal. Reasons for discharge for cause shall be given in writing to the Program Director, who shall be entitled to notice and a hearing before the Board to discuss such causes. If the Program Director chooses to be

accompanied by legal counsel, she shall bear any costs therein involved. The Board hearing shall be conducted in executive session.

4. If the Program Director's contract is terminated without cause, is terminated by mutual agreement, or through the district's consolidation or any other factor out of the Program Director's control, the Program Director shall be fully compensated for all lost compensation throughout the term of the agreement.

**G. NOTICE**

Any notice required to be given under this contract shall be deemed sufficient if it is in writing and sent by mail to the last known residence of the Program Director or the President of the Board.

**In Witness Whereof**, the parties have executed this Agreement this 20th day of April, 2022.

Program Director

Board of Education Union  
School District 81, Will County, IL

\_\_\_\_\_  
Kristen Baldermann

By:

\_\_\_\_\_  
Patrick Sweeney, President

Attest :

\_\_\_\_\_  
Tina Bakke, Board Secretary

**EXHIBIT A**  
**GOALS OF Program Director**

- 1) Work with the Curriculum Director in a timely manner regarding :
  - a. Resource academic plans and goals
  - b. Intervention plans and goals
  - c. Appropriate teacher/staff evaluations

Evaluation means: Progress can be monitored through testing results and growth in resource and intervention planning.

- 2) Work with the Curriculum Director to promote improvement of teaching and learning. Develop areas of concentration to promote student learning with staff. These areas of concentration will be determined by reviewing student performance data and will be directly related to the School's (District's) School Improvement Plan.

Evaluation Means: Can be evaluated through staff meeting agendas and minutes and in-service training on each of the topics designated. Additionally, further evidence can be provided as evaluated teachers incorporate these ideas into their lesson plans.

## Special Education Administration Duties

- **Annual Reviews/Re-Evaluations**
  - Set schedules
  - Facilitate meetings
  - Check paperwork
- **Move In Students**
  - Communicate with new family
  - Secure copy of current IEP and re-evaluation paperwork to determine placement
  - Based on incoming IEP if needed communicate with out of district placement
  - Hold intake IEP within required timeline
- **Move Out Students**
  - Complete required paperwork for cooperative to remove student from state system, including dropping from EasyIEP system
  - Forward all paperwork to new district
- **Initial Evaluations**
  - Parent Initiation: Respond to parent requests using ISBE required form
  - Staff Initiation: Communicate with parent to explain initial evaluation process and secure initial consent.
  - Track Indicator 11 Timeline and complete evaluation meeting
  - Coordinate evaluation components with all service providers
- **Maintain all special education files (Trimester report card updated, annual review/re-eval paperwork, medical information, parent communications, release of records)**
- **Communicate with all parents, especially those in out of district placements.**
- **Provide cooperative with all required reports on IEP students monthly and complete data accuracy checks throughout the school year as provided by cooperative.**
- **Facilitate transition to JTHS or Lincolnway for 8<sup>th</sup> graders (attend annual JTHS articulation meeting)**
- **Maintain EasyIEP (Electronic IEP System)**
- **Complete all components of Timely and Meaningful Consultation (TMC), requirement of The IDEA Grant**
- **Coordinate CPI Training**
- **Assist in facilitating transportation for out of district students**
- **Coordinate IAR/DLM testing for out of district students**
- **Facilitate required Indicator 13 (transition) plans & compliance**
- **Monitor district Annual LEA Determination Designation Report as part of the ISBE Special Education Accountability and Support System especially monitoring Indicator 5A (LRE) make adjustments to programing as needed to maintain compliance**
- **Facilitate monthly team meetings**
- **Provide technical assistance to staff in IEP goal writing, transition plans, behavior intervention plans, changes in special education rules and regulations**
- **Monitor caseload/class size requirements**
- **Complete Annual Needs Assessment & maintain documentation (required for audits) as a requirement of The IDEA Grant**