

## Superintendent's Employment Agreement

Agreement made this 26th day of February, 2020, between the **Board of Education of Union School District 81**, Will County, Illinois hereinafter referred to as the "Board", and **Timothy A. Baldermann**, hereinafter referred to as the "Superintendent".

### WITNESSETH

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

The Board hereby re-employs the Superintendent for five (5) years, commencing on July 1, 2020, and terminating on June 30, 2025, providing a 3% base salary increase for the 2020-21 contract year and 3% base salary increase for the 2021-22 contract year. With the Superintendent's irrevocable retirement taking effect June 30, 2026, the salary increases for the final three years of this contract will be 6% annually. If the Board extends this agreement by Addendum for an additional year, the Superintendent will receive a 6% base salary increase for that fourth and final year. The Superintendent shall receive a \$10,000 bonus annually in each year of this agreement. These bonuses are to be paid no later than May 30th each year. The Superintendent'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 Superintendent hereby accepts employment upon terms and conditions hereinafter set forth. All previous approved Addendums to this contract shall be in full force, unless they contradict this agreement, in which case this agreement shall supersede.

2. In addition to the annual salary stated in paragraph A.1 of this Contract, the Board shall make a contribution on behalf of the Superintendent to the State of Illinois Teachers' Retirement System (hereinafter "TRS") in the amount equal to and in satisfaction of the Superintendent's required contribution to TRS, including the Teachers' Health Insurance Security Fund ("THIS") contribution. The Superintendent 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 Superintendent 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 Superintendent'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 Superintendent 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 can be made in the form of a written amendment and shall become a part of this Contract, but such adjustment or modification may not be construed as a new Contract with the Superintendent, or as an extension of the termination date of this Contract.
- 5 During the term of this Contract, the Superintendent shall hold a valid and properly registered certificate issued by the State of Illinois Teachers' Certification Board qualifying him to act as Superintendent of the School District.
- 6 The Board hereby retains the right to adjust the annual salary and benefits of the Superintendent during the term of his 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 Superintendent 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 The Board of Education, having already adopted a 403(b) program for its employees, agrees to match the Superintendent's contribution up to the legal maximum allowed by law. The contribution will be an equal match to the Superintendent's contribution. This will begin with the adoption of this agreement and run the term of the Superintendent's employment contract.
8. This Contract is a performance-based contract. The Superintendent 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 .
- 9 The Superintendent acknowledges that, pursuant to *The School Code*, he waives any right to tenure in the School District for the term of this multi- year contract and any multi-year contract e x t e n s i o n .

**B**                    **BENEFITS**

1. The Board shall reimburse the Superintendent for his reasonable monthly expenses incurred in the performance of his duties. Itemization shall be made by the Superintendent of all expenses incurred. The superintendent will not be reimbursed for mileage, but will instead receive a monthly vehicle allowance of

\$550.00.

2. The Board will provide the Superintendent with the following benefits:
  - a. Term life insurance in the amount of \$100,000.00.

- b. As of the execution of this contract, the Superintendent waives his right to individual and family dependent insurance coverage under the District's group hospitalization, major medical and dental plan. However, the Superintendent reserves the right to elect for said coverage at the Board's cost should he no longer be covered under his spouse's health insurance coverage. If the superintendent waives his right to individual and family dependent insurance coverage under the district's group hospitalization, major medical and dental plan, he shall be compensated half the insurance premium per month for such time that he doesn't receive the coverage.

- C. Paid vacation of twenty-five (25) work days per contract year. The Board shall reimburse the Superintendent on a per-diem basis (based on two hundred forty-five day (245) work year) at the end of each contract year for any unused vacation days at a rate of salary in effect for that year. The Superintendent shall give prior written notice to and receive the prior approval of Board President, or the Board Vice-President in the absence or unavailability of the President, before taking a vacation of two or more consecutive working days in length and before taking vacation during periods when school is in session. The Superintendent shall be permitted to take vacation time in one hour increments with the prior approval of the Board President.

- D. The Superintendent shall be granted fifteen (15) days of sick leave, as defined in Section 24-6 of The School Code for all remaining contract years. All earned, but unused, sick leave days may be accumulated to a maximum of three hundred forty (340) days. The Superintendent 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 Superintendent shall have the right upon his 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 Superintendent shall participate in courses, workshops and seminars related to his duties. He also shall attend local and state professional organization meetings and may, with prior Board approval, attend national meetings of professional organizations. The Board shall pay the costs of the Superintendent'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 Superintendent shall have charge of the administration of the schools under the direction of the Board; he shall be the chief executive officer for the Board; he shall recommend the selection of, and direct and assign, teachers and other employees of the School District under his supervision; he shall organize and direct the administrative and supervisory staff; he shall make the recommendations to the Board concerning the budget and day to day financial matters, building plans, location of sites, and the selection of textbooks, instructional material, and courses of study; he shall direct the keeping of all records and accounts, and aid in the making of all reports, as required by the Board; he shall recommend rules, regulations, and procedures deemed necessary for the welfare of the District; and, in general, he shall perform all other duties incident to the office of the Superintendent as may be prescribed by the Board from time to time. The Superintendent also serves as the School administrator and Transportation Director.
  
2. The Superintendent agrees to devote his best efforts to the District and shall not undertake nor accept other employment or responsibilities which will conflict with his assigned duties. The Superintendent may, however, with prior approval of the Board, undertake consultative work, speaking engagements, working, lecturing or other professional duties and obligations. The Board acknowledges the Superintendent's elected position of Mayor of the Village of New Lenox and has determined that said position does not conflict with his assigned duties as Superintendent of the District. The Superintendent can hold any elected office provided there is no statutory conflict.

D. **PERFORMANCE GOALS**

The Superintendent 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 shall meet to review the Superintendent's progress toward achievement of the following performance goals. The Superintendent 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 Board and Superintendent will annually review and assess the Superintendent'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 end of any year of the Contract, provided the Board determines that the Superintendent satisfactorily met the above-listed performance goals.

**E        EVALUATION AND ANNUAL PERFORMANCE REVIEW**

The Board and Superintendent 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 Superintendent's performance, including but not limited to, the Superintendent's progress toward the goal is described in Paragraph D above, shall be appraised by the Board and an evaluation of that performance given to the Superintendent 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 Superintendent.

**F        TERMINATION**

1.        This employment Contract may be terminated by:
  - a.        Mutual agreement
  - b.        Permanent disability
  - c.        Discharge for cause;
  - d.        Death
  - e.        Expiration of this contract
  
- 2        The Board may terminate this Contract for reasons of permanent disability or incapacity at any time after the Superintendent has been absent from his employment for a continuous period of three (3) months or he 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 Superintendent shall be entitled to a hearing before the Board if he so requests. The Board reserves the right to require the Superintendent to submit to a medical examination, either physical or mental, whenever the Board deems the Superintendent 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 Superintendent expressly agrees that the physician shall prepare a detailed report addressing whether he can complete his 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 Superintendent 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 Superintendent, who shall be entitled to notice and a hearing before the Board to discuss such causes. If the Superintendent chooses to be accompanied by legal counsel, he shall bear any costs therein involved. The Board hearing shall be conducted in executive session.

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

**G. Post-Retirement Benefit**

If the Superintendent has at least ten years serving Union School District 81 and is at least 55 years of age, and retires under the Teacher's Retirement System of Illinois he will receive a retirement benefit that reflects the same percentages, as it pertains to retirement notice given, afforded in the Union 81 Teacher's Collective Bargaining agreement 2018-2022, Article X. These percentages will be based on the Superintendent's TRS credible earnings for the final year of this contract.

**H. 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 Superintendent or the President of the Board.

**In Witness Whereof**, the parties have executed this Agreement this 26th day of February, 2020.

Superintendent

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

\_\_\_\_\_

Timothy A. Baldermann

By: \_\_\_\_\_

Patrick Sweeney, President

Attest:

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Tina Bakke, Board Secretary



EXHIBIT A  
GOALS OF SUPERINTENDENT

- 1) Communicate with the Board and community in a timely manner regarding school financial issues including:
  - a. Financial planning.
  - b. Curricular Planning
  - c. Instructional Planning.

Evaluation means: Communication can be monitored through executive summaries, presentations, news release summaries for the media, website postings, and topical newsletter documents prepared for the community.

- 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 teachers incorporate these ideas into their lesson plans.