

## **SUPERINTENDENT'S EMPLOYMENT AGREEMENT**

AGREEMENT made this 20th day of September, 2021, between the BOARD OF EDUCATION OF RIVER FOREST SCHOOL DISTRICT NO. 90, COOK COUNTY, ILLINOIS, hereinafter referred to as the "Board," and EDWARD J. CONDON III, hereinafter referred to as the "Superintendent."

As of its commencement date set forth below in Paragraph A.1, this Contract supersedes and replaces all previous contract agreements and contracts between the Board and Superintendent. This Contract constitutes a successor administrative performance-based employment contract entered into during the term of an existing multi-year 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 all of the goals and indicators of student performance and academic improvement in the previous multi-year employment contract.

### **W I T N E S S E T H**

#### **A. EMPLOYMENT AND COMPENSATION**

1. Contract Duration and Salary. The Board hereby employs the Superintendent for five (5) years, commencing on July 1, 2021, and terminating on June 30, 2026. For the 2021-2022 contract year, the Superintendent will receive a base salary of Two Hundred Thirty-Nine Thousand Seven Hundred Fifty Two Dollars and Seven Cents (\$239,752.07). For each subsequent contract year, the Superintendent's annual base salary shall increase from the immediately previous year by the following percentages : 2022-2023: 3.25%; 2023-2024: 3.5%; 2024-2025: 3.75%; 2025-2026: 4.0%.
2. TRS/THIS Contributions. Teachers' Retirement System and Teachers' Health Insurance Security Fund. In addition to the annual salary stated in Section A.1 above, the Board shall pick up and pay 9.0% of the Superintendent's annual creditable earnings to the State of Illinois Teachers' Retirement System ("TRS") and the Superintendent's required annual contribution to the Teachers' Health Insurance Security Fund ("THIS") on behalf of the Superintendent. The Superintendent shall not have any right or claim to these annual TRS and THIS contributions, except as they may become available at the time of retirement or resignation from the State of Illinois Teachers' Retirement System. 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 the Teachers' Retirement System and the Teachers' Health Insurance Security Fund and further acknowledge that such contributions are made as a

condition of employment to secure the Superintendent's future services, knowledge and experience. It is the intention of the parties to qualify all such payments picked up and paid by the Board on the Superintendent's behalf as employer payments pursuant to Section 414(h) of the *Internal Revenue Code of 1986* as amended.

3. License Requirement. During the term of this Agreement, the Superintendent shall hold a valid and properly registered license issued by the State of Illinois Teachers' Licensure Board qualifying him to act as Superintendent of the School District.
4. Medical Examination. When requested, the Superintendent shall submit to a comprehensive medical examination by a physician licensed in Illinois to practice medicine and surgery in all its branches, selected by the Superintendent and approved by the Board, and provide the physician's report to the Board in a form satisfactory to the Board. Such medical examination shall include tests deemed necessary by the physician or required by the Board in accordance with applicable law. The report shall be placed in a file separate from the Superintendent's personnel file as required by the ADA. The cost of such medical examination not covered by the Superintendent's health insurance shall be borne by the Board. The Superintendent shall further submit to, cooperate fully with, and furnish the Board in a form satisfactory to the Board with reports of such health examinations as the Board may, from time to time, require at its expense. As a condition of employment, the Superintendent also agrees to comply with all health requirements established by law.
5. Tenure Waiver. The Superintendent acknowledges that, by accepting the terms of this multi-year Superintendent's Employment Agreement, the Superintendent waives any right to tenure or continued contractual service in the District for the duration of this multi-year employment contract, or any multi-year extension hereof, pursuant to Section 10-23.8a of *The School Code*.
6. Limitation on Compensation. The Superintendent and the Board acknowledge and agree that the compensation provided under this Agreement is not intended to exceed the TRS six percent (6%) limit on annual creditable earnings increases in the Superintendent's final average salary ("FAS") years for TRS retirement annuity purposes. The Board reserves the right to adjust the compensation provided under this Agreement to prevent exceeding, or to address the consequences of having exceeded the TRS 6% limit. The adjustment of the Superintendent's TRS compensation under this Paragraph shall be in implementation of this provision of this Agreement and shall not constitute or require an amendment to this Agreement.

## **B. BENEFITS**

1. Expense Reimbursement. Subject to Board approval, the Board shall reimburse the Superintendent for expenses incurred by the Superintendent in the performance of his duties as Superintendent. The Superintendent shall submit monthly itemized statements to the Board for approval.

Hospitalization/Major Medical Life Insurance. The Board shall provide and pay the premiums for hospitalization, major medical, dental insurance and life insurance (if any) for the Superintendent and the dependent members (as defined by the District's contract of insurance then in effect) of his immediate family during the term of this Agreement, in accordance with the basic insurance coverage provided to certificated members of the professional staff. However, in the event that the Board's contribution towards the Superintendent's participation in the Board's hospitalization, major medical and dental insurance under this Section subjects the Board to any excise tax, civil money penalty or civil action for noncompliance with the nondiscrimination provisions of the *Patient Protection and Affordable Care Act*, P.L. 111-148 and/or the *Health Care and Education Reconciliation Act*, P.L. 111-152, the Board shall immediately reduce its contribution towards the Superintendent's participation by the amount necessary to avoid an excise tax, civil money penalty or civil action. Further, and in such event, the Board shall elect to convert the amount of the reduction to an alternative form of compensation or combination of compensation and benefit(s) to the extent necessary to avoid the imposition of an excise tax, civil money penalty or civil action; however, in no event shall such an alternative form of compensation or combination of compensation and benefit(s) subject the Board to an employer contribution to the Illinois Teachers' Retirement System for an annual increase in creditable earnings in excess of six percent (6%).

Upon retirement, the Superintendent shall be entitled to the same Board-paid premium contribution amount per month toward the cost of the District health, dental, and accident insurance coverage for eligible retired teachers until eligible for Medicare as provided in the D90 Board of Education/River Forest Education Association Collective Bargaining Agreement in effect on the Superintendent's retirement date. To qualify for this post-retirement health insurance benefit, the Superintendent must provide a written notice by June 1, 2025 of his intent to retire on June 30, 2026. This notice of intent to

retire shall be accepted by the Board at the next Board meeting and shall then become irrevocable and binding upon both parties.

2. Term Life Insurance. The Board shall provide and pay the premiums for a term life insurance policy for the Superintendent in the amount of TWO HUNDRED THOUSAND DOLLARS (\$200,000).
3. Vacation. The Superintendent shall receive twenty-six (26) working days of vacation per contract year, exclusive of weekends and legal school holidays. Other days of student non-attendance during winter and spring break periods will be considered the same as weekend and legal school holidays with the Board's prior approval. The Superintendent shall also be entitled to all legal school holidays. The Superintendent may carry over no more than five (5) unused vacation days from one contract year to the next. The Board President, or Vice President in the absence of the President, shall be advised in advance of all vacations, and vacation days shall be taken at times which are not disruptive to the operations of the School District. Upon end of employment with the District, any unused accumulated vacation days shall be paid at the Superintendent's then current per diem salary rate thirty (30) days after the Superintendent's final workday and receipt of his final paycheck.
4. Sick Leave. The Superintendent shall be entitled to twenty-two (22) days per contract year of paid sick leave, which, if unused, may accumulate up to the maximum amount allowed for certified personnel. Three (3) days of the granted sick leave may also be used as personal leave. The Superintendent shall not be entitled to reimbursement from the Board for unused sick days upon termination of employment unless the Board terminates this Agreement for reasons of the Superintendent's permanent disability pursuant to Paragraph F.2 of this Agreement.
5. Deferred Compensation and TSA Contributions. From the annual salary stated in Paragraph A.1 of this Agreement, the Superintendent may (1) annually defer compensation pursuant to and in accordance with the terms of an eligible state deferred compensation plan as described in Section 457 of the Internal Revenue Code if adopted by the Board, or (2) authorize a salary reduction in order that the Board may purchase an annuity policy for the Superintendent as described in Section 403(b) of the Internal Revenue Code, provided that any amounts deferred under a Section 457 eligible deferred compensation plan will serve to reduce the maximum amount which can be tax sheltered through a Section 403(b) annuity. In addition, the Board will make the following non-elective contributions each contract year to a tax-sheltered annuity policy on behalf of the Superintendent: by July 31, 2021: \$7,577.45; by July 31, 2022:

\$10,377.12; by July 31, 2023: \$13,413.60; by July 31, 2024: \$16,702.62; by July 31, 2025: \$20,260.82. The Superintendent has not had and shall not have the option to receive cash or any other form of compensation or benefit in lieu of this non-elective contribution. In no event shall the Board's annual contribution to the Superintendent's tax-sheltered annuity result in a total annual increase to the Superintendent's creditable earnings which exceeds the TRS six percent (6%) earnings increase limit.

6. Professional Organizations. The Board shall bear the cost of the Superintendent's membership in civic and professional organizations acceptable to and previously approved by the Board, such as the Illinois Association of School Administrators and the American Association of School Administrators.
7. Professional Activities. The Superintendent shall be encouraged to attend appropriate professional meetings and continuing education at the local, state, and national levels. Within budget constraints, as approved by the Board, the costs of attendance shall be paid by the Board.
8. Automobile Allowance. The Board shall provide the Superintendent with an allowance in the amount of SIX HUNDRED DOLLARS (\$600) per month for the use of the Superintendent's personal automobile for School District business within the Chicago metropolitan area. The Superintendent shall be reimbursed at the District mileage rate for use of his personal automobile for School District business outside the Chicago metropolitan area.

## **C. POWERS AND DUTIES**

1. Duties. The Superintendent shall have charge of the administration of the schools under the direction of the Board. The Superintendent shall be the chief executive officer for the Board; recommend the selection of, and direct and assign, teachers and other employees of the School District under the Superintendent's supervision; organize and direct the administrative and supervisory staff; make recommendations to the Board concerning the budget, building plans, location of sites, and the selection of textbooks, instructional material, and courses of study; direct the keeping of all records and accounts, and aid in the making of all reports, as required by the Board; recommend rules, regulations, and procedures deemed necessary for the welfare of the School District. In addition, the Superintendent shall perform all other duties incidental to the office of the Superintendent or as set forth in the position job description, Board policy, *The School Code*, or as assigned by the Board.

2. Other Work. The Superintendent shall devote his full time, attention, and energy to the business of the School District and related professional activities. The Superintendent may engage in other professional or employment activities, including consulting and teaching assignments, with notification to the Board so long as they do not materially interfere with the primary duties as Superintendent and provided the Superintendent remains readily accessible for the performance of his duties.

**D. STUDENT PERFORMANCE AND ACADEMIC IMPROVEMENT GOALS**

The Superintendent acknowledges that pursuant to Section 10-23.8 of *The School Code*, this multi-year employment agreement is subject to performance-based goals. As part of the annual evaluation, the parties shall meet to review and assess the Superintendent's progress towards successful completion of the student performance and academic improvement goals set forth in Appendix A. The Board reserves the right to revise or adjust any of the performance goals and/or to approve additional performance goals on an annual basis. This provision does not preclude or otherwise limit the Board's right to establish additional Board goals and objectives for the Superintendent which are not related to student performance or academic improvement.

**E. EVALUATION**

The Board and Superintendent will annually review and assess the Superintendent's performance and progress towards successful completion of the student performance and academic improvement goals set forth in Appendix A. Prior to June 30 of each contract year, the Board shall assess and evaluate the Superintendent's performance and provide a copy of the annual performance evaluation to the Superintendent, except that in the final year of the contract, the Superintendent shall be evaluated in January. After such evaluation, the parties shall schedule a meeting to review the evaluation and determine, if necessary, the terms and conditions of the Superintendent's continued future employment, including the Superintendent's performance goals for the subsequent contract year.

**F. TERMINATION**

1. Reasons for Termination. This employment Agreement may be terminated by:
  - a. Mutual agreement;
  - b. Permanent disability;
  - c. Discharge for cause; or

d. Death.

2. Permanent Disability. The Superintendent shall be considered permanently disabled if (a) the Superintendent has been absent from his employment or otherwise unable to perform the essential job functions for a continuous period of 90 days, (b) he presents to the Board a physician's statement certifying that he is permanently disabled or incapacitated, or (c) the Board deems the Superintendent permanently disabled or incapacitated after a Board required physical or mental examination. 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 physician licensed to practice medicine in all its branches, who is mutually selected and paid by the Board. The Superintendent expressly agrees that the physician shall prepare a detailed report of the state of his physical and/or mental health and submit it to the Board of Education. Upon termination for permanent disability, the Board shall pay the Superintendent for any accumulated but unused sick leave at the Superintendent's per diem salary rate at the time of termination.
3. Discharge for Cause. 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 School District. 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. The Board will not arbitrarily or capriciously call for the dismissal of the Superintendent. Nothing shall prohibit the Board from suspending the Superintendent, with or without pay, pending the completion of the requirements of this paragraph.

**G. CONTRACT RENEWAL, EXTENSION, AND AMENDMENT**

1. Non-Renewal. Notice of intent not to renew this contract shall be given to the Superintendent by the Board by March 1 of the year in which the contract expires. The notice shall be in writing and state the specific reason(s) for non-renewal.

2. Contract Extension. Prior to the end of any year of the contract, the Board and Superintendent may mutually agree to extend the employment of the Superintendent for a period not to exceed the maximum permitted by law, provided all of the student performance and academic improvement goals in Appendix A have been met.
3. Contract Amendment. Any salary or other adjustment or modification made during the term of this Agreement shall be in the form of a written amendment and shall become a part of this Agreement, but such adjustment or modification shall not be construed as a new agreement with the Superintendent, or as an extension of the termination date of this Agreement.

#### **H. LIQUIDATED DAMAGES FOR EARLY RESIGNATION**

The Superintendent agrees to compensate the Board for costs incurred in seeking a new Superintendent to complete the unexpired portion of the contract if the Superintendent voluntarily resigns to accept a superintendent position in another school district prior to completion of this multi-year employment contract term. In the event that the Superintendent is employed by another school district as a superintendent during the term of this Agreement, the Superintendent agrees to pay the Board's incurred expenses for conducting a search for a new Superintendent up to a maximum amount of Thirty-Five Thousand Dollars (\$35,000). This amount may be deducted from the Superintendent's salary, or at the discretion of the Board, paid in a lump sum payment by the Superintendent prior to their last day of employment. The Board may waive or reduce the liquidated damages payment at its discretion.

#### **I. NOTICE**

Any notice or communication permitted or required under this Agreement shall be in writing and shall become effective on the day of mailing thereof by first class mail, registered, or certified mail, postage prepaid, addressed:

If to the Board, to:

President  
Board of Education of River Forest School District No. 90  
7776 Lake Street  
River Forest, IL 60305

If to the Superintendent, to:

Edward J. Condon III  
At the last address shown in the  
records of the District's Business Office



**J. MISCELLANEOUS**

1. Governing Law. This Agreement has been executed in the State of Illinois, and shall be governed in accordance with the laws of the State of Illinois in every respect.
2. Paragraph Headings. Paragraph headings and numbers have been inserted for convenience of reference only. In the event of any conflict between any such headings or numbers and the text of this Agreement, the text shall control.
3. Counterparts. This Agreement 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.
4. Entire Agreement. This Agreement contains all the terms agreed upon by the parties with respect to the subject matter of this Agreement and supersedes all prior agreements, arrangements, and communications between the parties, whether oral or written, concerning such subject matter.
5. Severability. If a court having jurisdiction issues a final decision declaring any provision of this Agreement to be unlawful or unenforceable, all other provisions of the Agreement shall remain in force and effect.

**IN WITNESS WHEREOF**, the parties have executed this Agreement this 20th day of September, 2021.

SUPERINTENDENT

BOARD OF EDUCATION OF RIVER  
FOREST SCHOOL DISTRICT NO. 90  
COOK COUNTY, ILLINOIS

By: \_\_\_\_\_  
Edward J. Condon III

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

ATTEST:

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

## **SUPERINTENDENT'S PERFORMANCE GOALS AND INDICATORS**

The Board and Superintendent agree that this multi-year contract is a performance-based contract which includes performance goals related to student performance and academic improvement attributable to the Superintendent's responsibilities and duties as provided in Section 5/10-23.8 of *The School Code*. These goals are as follows:

**Goal 1.** The Superintendent shall direct the efforts of the administration and staff in enhancing student performance and academic improvement, as measured by the following indicators:

- a. Coordinate the District Strategic Planning process to promote student performance and academic improvement and provide ongoing progress reporting to the school community.
- b. Consistently implement processes to support both student achievement and student academic growth for all students across the District, with particular emphasis on students we have not historically served well.
- c. Consistently implement processes to ensure District compliance with the Every Student Succeeds Act (ESSA) and all related elements.

Evidence of satisfactory completion – delivery of programs/reports for Board review and approval.

**Goal 2.** The Superintendent shall direct the efforts of the administration and staff to improve the District academically, as measured by the following indicators:

- a. Continue to implement processes to further align District curriculum and instruction with the Illinois State Learning Standards and performance assessments.
- b. Report to the Board on the progress and impact of new curriculum implementation.
- c. Report to the Board on the results of standardized and/or other required summative assessments.

Evidence of satisfactory completion – delivery of programs/reports for Board review and approval.

**Goal 3.** The Superintendent shall direct the efforts of the administration and staff to address issues of equity and inclusivity, as measured by the following indicators:

- a. Pursue the implementation of instructional models and strategies that have predictive success for narrowing the opportunity gap and promoting student performance and academic improvement.
- b. Implement professional development activities and experiences focused on identifying implicit bias and improving cultural sensitivity across all employee groups in order to promote the success of every student.
- c. Continue to implement the District recruiting practices intended to solicit an increased number of diverse candidates for employment in District 90 and thereby increase the understanding, appreciation, and use of the community's diverse cultural, social, and intellectual resources.

Evidence of satisfactory completion – delivery of programs/reports for Board review and approval.