

**PERFORMANCE BASED EMPLOYMENT CONTRACT
BETWEEN
SCHOOL DISTRICT 13 AND JON BARTELT**

THIS AGREEMENT is made by and between the Board of Education Bloomingdale School District No. 13, DuPage County, Illinois (“BOARD”) and Dr. Jon Bartelt (“BARTELT”).

This Agreement constitutes a successor administrative performance based employment contract entered into during the term of an existing, predecessor 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 the goals and indicators of student performance and academic achievement, as stated in the predecessor contract.

IT IS AGREED:

1. **EMPLOYMENT**. In accordance with the provisions of Section 10-23.8 of the School Code of Illinois (105 ILCS 5/10-23.8), the Superintendent is hereby employed as Superintendent of Schools of the School District under this multi-year contract beginning February 27, 2023, and extending through June 30, 2026. Following the 2022-2023 school year, the contract year under this Contract is July 1 through the succeeding June 30 of each year.

2. **DUTIES**. BARTELT shall perform all those duties incident to the office of Superintendent of Schools as set forth in the job description (contained in Board Policy as adopted and as may be amended from time to time), those obligations imposed by the laws of the State of Illinois upon the Superintendent, the attainment of the goals set forth in this Agreement, and in addition thereto, to perform such other professional duties as assigned by the Board. In addition to the foregoing, as Superintendent, BARTELT shall have charge of the assignment, placement, and transfer of all employees and shall organize and administer the affairs of the

District in a manner that best serves the interests of the District in accordance with Board Policy and directives. He shall from time to time recommend rules, policies, regulations and procedures deemed necessary for the well-being and functioning of the District. The Superintendent hereby agrees to devote such time, skill, labor and attention to his employment, during the term of this Agreement, in order to faithfully perform his duties. The Board reserves the right to assign BARTELT to different duties from time to time during the Contract, without a loss of pay.

3. **STUDENT PERFORMANCE AND ACADEMIC IMPROVEMENT GOALS.** This Agreement is a performance-based Contract, the goals of which are set forth in the attached Exhibit 1. The parties agree the goals and indicators are linked to student performance and academic improvement of the schools within the district.

Annually, the Superintendent, with the assistance of his administrative team, shall (1) evaluate student performance, which shall include but not be limited to, student performance on standardized tests such as performance on the Illinois Standards Assessment Tests, completion of the curriculum, and student attendance; (2) review the curriculum and instructional services; and (3) report to the school board on his findings as to (a) student performance and (b) recommendations, if any, for curriculum or instructional changes as a result of his evaluation of student performance.

The presentation of the report in satisfactory form and content shall constitute the achievement of the goals and indicators of student performance and academic improvement as required by Section 10-23.8 of the Illinois School Code. In addition, the parties shall annually set goals that shall be assessed and/or updated during the annual evaluation process. Any such goals shall be incorporated into a document to be entitled "Superintendent's Performance Goals," which shall be signed and dated by the Board President and the Superintendent and considered a

part of this Contract. The addition, revision, deletion or modification of the goals shall be in implementation of this Agreement and shall not constitute or require an amendment to this Agreement.

4. **COMPENSATION**. The Board shall pay BARTELT an annual salary of \$210,026.23 for the 2022-2023 contract year (prorated from February 27, 2023 to June 30, 2023). For each subsequent contract year, the annual salary shall remain the same unless adjusted by the Board as described below.

BARTELT hereby agrees to devote such time, skill, labor and attention to his employment, during the term of this Agreement, in order to faithfully perform his duties. BARTELT'S salary shall be paid in twenty-four (24) equal installments beginning in July 2023 in accordance with the policies and procedures of the Board.

The Board retains the right to adjust the annual compensation, salary, and/or fringe benefits of BARTELT during the term of the Agreement and thereafter, if any such adjustments shall not result in any lower payments of compensation, salary and/or fringe benefit paid by the Board to BARTELT as set forth in this Agreement. The Board's actions to increase the annual compensation under this paragraph shall be in the implementation of this provision of this Agreement and shall not constitute or require an amendment to this Agreement.

In the event that BARTELT resigns during the term of this Agreement, he shall pay the Board liquidated damages in the amount of TWENTY-FIVE THOUSAND DOLLARS (\$25,000). The parties agree that this liquidated damage amount is reasonably related to the actual costs the Board will incur in the search to replace BARTELT and is not intended to be or construed as a penalty.

From the annual salary stated above, BARTELT may (1) annually defer compensation pursuant to and in accordance with the terms of the Board's deferred compensation plan as described in Section 457(b) of the Internal Revenue Code if adopted by the Board and/or (2) elect that a portion of the salary set forth above be paid into the Board's tax sheltered annuity plan as described in Section 403(b) of the Internal Revenue Code, provided that BARTELT confirms that any such deferrals and reductions are within Internal Revenue Code limitations.

In addition, the Board may make an annual non-elective employer contribution to the Section 403(b) plan in an amount to be determined in the Board's sole discretion on a one-time lump sum basis and/or in equal monthly installments. Both parties acknowledge that BARTELT does not have the option of choosing to receive any of the 403(b) non-elective contributions directly or in cash and that the making of a non-elective contribution in one contract year does not require any or the same contribution to be made by the Board in a later contract year.

5. **BENEFITS.** BARTELT shall be provided with those insurance coverages and other benefits generally provided by the Board to its other administrative staff as set forth in the Administrative Benefits Summary effective for the 2021-2022 school year. The Board reserves the right to increase, decrease or modify these benefits from time to time to the extent such changes are applicable to all administrative staff. If any benefits provided by the Board to its professionally licensed administrative staff are in conflict with the express terms of this Contract, the terms of the Contract shall prevail.

6. **EVALUATION.** At least annually, but not later than June 30 of each year, the Board shall review BARTELT's performance. The evaluation shall include, but not be limited to, progress toward the attainment of student performance and academic achievement goals as set forth in the Agreement, as well as those to be established in the future; administration of

personnel; rapport with the Board and the community; and such other factors of appraisal that may be established by the Board. The Board shall provide the appraisal of BARTELT's performance in writing. Failure by the Board to complete the evaluation does not preclude dismissal or non-renewal of the Agreement. BARTELT shall be responsible for notifying the Board of the responsibility to evaluate him no later than January 31 of each year.

7. **TEACHER'S RETIREMENT SYSTEM CONTRIBUTION**. In addition to the salary paid to BARTELT by the Board as expressed in Section 4, the Board shall pick up and pay on BARTELT's behalf, BARTELT's contribution to the Illinois Teachers' Retirement System pursuant to the *Illinois Pension Code* up to a maximum of 10.3753 percent of his salary.

It is the intention of the parties to qualify all such payments picked up and paid for by the Board on behalf of BARTELT's behalf as employer payments pursuant to Section 414(h) of the *Internal Revenue Code of 1986*, as amended. BARTELT shall have no right or claim to the funds so remitted except as they may subsequently become available upon retirement or resignation from the Illinois Teachers' Retirement System. Other than provided herein, BARTELT does not have the option of choosing to receive the contributed amounts directly instead of having those contributions paid by the Board to the Illinois Teachers' Retirement System. These contributions are made as a condition of BARTELT'S employment for his future service, knowledge and experience.

8. **TEACHERS' HEALTH INSURANCE AND SECURITY FUND CONTRIBUTION**. In addition to the salary paid to BARTELT by the Board as expressed in Section 4 herein, the Board shall pick up and pay on BARTELT's behalf, BARTELT's contribution to the Teachers' Health Insurance Security ("THIS") fund up to a maximum of eight-tenths (8/10) of one percent of his salary. Other than provided herein, the Superintendent

does not have the option of choosing to receive the contributed amounts directly instead of having those contributions paid by the Board to the Illinois Teachers' Retirement System. These contributions are made as a condition of the Superintendent's employment for his future service, knowledge and experience.

9. **LICENSE**. BARTELT shall maintain and furnish to the Board, before beginning employment under this Agreement, a valid, appropriate, and properly registered license to act in his position in accordance with the laws of the State of Illinois and as directed by the Board.

10. **OTHER WORK**. With the prior agreement of the Board, BARTELT may undertake consultation work, speaking engagements, writing, teaching a college or university course, lecturing or other professional duties or obligations. However, this other work shall not interfere in a material and substantial manner with BARTELT's obligations set forth in this Agreement.

11. **DISABILITY**. The Board may terminate this Agreement for reasons of permanent disability at any time after BARTELT has been absent from his employment for a continuous period of three (3) months or presents to the Board a physician's statement certifying that he is permanently disabled or incapacitated. All obligations of the Board shall cease upon written notice of termination for permanent disability or incapacitation. Prior to termination for disability, BARTELT may request a hearing before the Board in closed executive session.

12. **MEDICAL EXAMINATION**. At least once a year during this Agreement, BARTELT shall obtain a comprehensive medical examination for which an amount not to exceed Three Hundred Dollars (\$300.00) shall be paid by the Board. A statement by the physician certifying the physical competency of BARTELT shall be given to the President of the Board.

The physician performing the medical examination shall be one licensed to practice medicine in all its branches and shall be chosen by BARTELT.

13. **TERMINATION**. This Agreement may be terminated by:
- (a) Mutual agreement of the parties;
 - (b) Retirement;
 - (c) Resignation, provided, however, that BARTELT gives the Board at least ninety (90) days written notice of the resignation;
 - (d) Discharge for cause. Throughout the term of this Agreement, BARTELT shall be subject to discharge for cause provided, however, that the Board does not arbitrarily or capriciously call for dismissal and that BARTELT shall have the right to service of written reasons for discharge, notice of hearing, and a hearing before the Board. Seeking employment elsewhere before the expiration of this Contract, without prior notice and approval to do so by the Board President, shall constitute cause for termination. If BARTELT chooses to be accompanied by a representative or counsel at a hearing, BARTELT shall be responsible for any costs involved. The Board hearing shall be conducted in closed session;
 - (e) Failure to comply with and satisfy the terms and conditions of this Agreement; or
 - (f) Permanent disability pursuant to Section 11 of this Agreement.

Nothing shall prohibit the Board from suspending BARTELT without pay pending of the time periods specified in this Section. After the effective date of dismissal, BARTELT shall not be entitled to further payments or compensation of any kind under this Agreement, except that

BARTELT shall be entitled to any vested benefits payable under the terms and provisions of the Illinois Teachers' Retirement System or Illinois Wage Payment and Collection Act.

14. **PROFESSIONAL ACTIVITIES.** BARTELT is encouraged to attend appropriate professional meetings and continuing education at the state and local levels. Within budget constraints, and subject to prior approval by the Board, the Board shall pay the costs of attendance. Subject to prior approval by the Board, BARTELT shall be entitled to attend one national professional meeting each year.

15. **VACATION.** BARTELT shall receive twenty (20) workdays of vacation annually, exclusive of weekends and school holidays as defined in the School Code. Vacation shall be taken subject to approval by the Board and may not be "carried over" from one year to the next. Vacation shall not be cumulative. BARTELT shall provide the Board with written notice if the use of vacation days will result in an absence of more than five (5) consecutive working days. During the periods designated by the Board as winter break and spring break, BARTELT shall be required to be in attendance at the Board offices as required by the needs of the Board.

16. **SICK LEAVE AND PERSONAL LEAVE.** BARTELT shall be granted the same annual number of sick leave days granted to the members of the professionally licensed employees' collective bargaining unit. Provided, however, there will be no "cash out" of, or payment for, unused sick leave days or personal leave days at the termination of employment or conclusion of this Agreement.

17. **HOSPITALIZATION/MAJOR MEDICAL INSURANCE.** The Board shall provide and pay the premiums for hospitalization, major medical, and dental insurance for BARTELT and dependent members (as defined by the contract of insurance in effect) of his

immediate family during the term of this Agreement. The coverage shall be in accordance with the basic insurance coverage provided to members of the professionally licensed employees' collective bargaining unit

If the provision of health insurance contemplated by this Contract provision could result in the Board being obligated to pay a penalty, excise tax, or other fee due to changes and/or interpretations of the *Internal Revenue Code* or other laws, or their related rules and regulations, affecting the provision of insurance benefits, the Board may revise its contribution toward such insurance benefit to another form of compensation or combination of compensation and insurance to the extent necessary to avoid the imposition of such penalty, excise tax, or fee. In the event the Board makes such a determination, the Board shall collaborate with TRS so as to avoid the loss of creditable earnings to the extent permitted by law and to the extent a penalty to the Board does not result. The Board's action to revise a benefit under this paragraph shall be in implementation of this provision of this Agreement and shall not constitute or require an amendment to this Agreement.

18. **DISABILITY INSURANCE**. The Board shall provide disability insurance in accordance with the coverage, if any, provided to the members of the professionally licensed employees' bargaining unit.

19. **TERM LIFE INSURANCE**. The Board shall provide term life insurance in the amount of BARTELT's annual salary.

20. **MEMBERSHIP DUES**. BARTELT shall be reimbursed for dues and membership fees for two professional organizations. Those organizations are the national, state and local divisions of the AASA and the ASCD.

21. **BUSINESS EXPENSES.** It is anticipated and agreed that BARTELT shall be required to incur certain personal expenses while doing business for the Board. As such, the Board agrees to reimburse BARTELT for those expenses incurred by him on behalf of the Board, subject, however, to the Board's approval of such expenses.

22. **AUTOMOBILE REIMBURSEMENT.** As a condition of employment BARTELT shall be required to provide, at his sole expense, a personally owned or leased automobile for use in his duties. The Board shall reimburse BARTELT for the business use at the current Internal Revenue Service rate.

23. **BACKGROUND INVESTIGATION.** The Board is prohibited from knowingly employing a person who is convicted of committing or attempting to commit certain criminal offenses. In the event it is learned that there has been a prohibited conviction, or conduct that calls into question the Superintendent's fitness to serve the School District as the role model required by Section 27-12 of the School Code, this Agreement shall immediately become null and void. A background investigation consistent with the requirements of Section 10-21.9 of the School Code of Illinois may be repeated from time to time upon notice from the Board to the Superintendent.

24. **WAIVER OF TENURE.** By accepting the terms of this Agreement, BARTELT waives all rights of tenure or continuing contractual services granted under the *Illinois School Code* during the term of this Agreement.

25. **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: BOARD OF EDUCATION

Bloomington School District No. 13
164 S. Euclid Avenue
Bloomington, IL 60108

If to BARTELT, to: JON BARTELT (at the last known address contained in the official School Business records).

26. **MISCELLANEOUS.**

(a) This Agreement has been executed in the State of Illinois and shall be governed in accordance with the laws of Illinois in every respect.

(b) Paragraph headings and numbers, and page numbers have been inserted for convenience of reference only, and if there be any conflict between such heading or numbers and the text of this Agreement, the text shall control.

(c) 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.

(d) The 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 concerning such subject matter, whether oral or written.

(e) The Agreement shall be binding upon and inure to the benefit of BARTELT, his successors, assigns, heirs, executors and personal representatives, and shall be binding upon, and inure to the benefit of the Board, its successors and assigns.

(f) If any provision of this Contract is subsequently declared by the proper legislative or judicial authority to be unlawful or unenforceable, all other provisions of the Contract shall remain in full force and effect.

(g) This Contract shall become effective, and be deemed dated, as of the date the last of the parties signs this Contract, as set forth below.

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed in their respective names and in the case of the BOARD, by its President and Secretary.

BOARD OF EDUCATION
BLOOMINGDALE SCHOOL
DISTRICT 13, DuPage County, Illinois

SUPERINTENDENT

By: _____
President

Dr. Jon Bartelt

Attest: _____
Secretary

Dated: _____

Dated: _____

EXHIBIT 1

PERFORMANCE GOALS AND INDICATORS

SUPERINTENDENT GOALS

PERFORMANCE REQUIREMENT #1: STUDENT GROWTH AND ACHIEVEMENT:

The Superintendent will Promote student growth and achievement through a whole-child teaching and learning approach.

PERFORMANCE REQUIREMENT #2: INCLUSIVE LEARNING ENVIRONMENT:

Provide an engaging, personalized, nurturing environment to meet each student's needs and interests.

PERFORMANCE REQUIREMENT #3: FAMILY AND COMMUNITY PARTNERSHIPS:

Support partnerships through communication, collaboration, trust, and respect to advocate for student success.

PERFORMANCE REQUIREMENT #4: STEWARDSHIP OF RESOURCES:

Align human, financial, and physical resources to ensure integrity and equity in resource planning and allocation.