

**ROCKDALE SCHOOL DISTRICT NO. 84
SUPERINTENDENT EMPLOYMENT CONTRACT
(2022- 2025)**

AGREEMENT made this 1st day of July 2022, between the **BOARD OF EDUCATION OF ROCKDALE SCHOOL DISTRICT NO. 84, WILL COUNTY, ILLINOIS**, hereinafter referred to as the "Board," and Dr. Michael Merritt, hereinafter referred to as the "Superintendent."

A. EMPLOYMENT AND COMPENSATION

1. Salary and Term of Employment. The Board hereby employs the Superintendent for three (3) years commencing on July 1, 2022, and terminating on June 30, 2025, at an annual salary of One Hundred Fifty Thousand Dollars (\$150,000) for the 2022-2023 Contract Year. For each Contract Year thereafter, the Board shall determine the Superintendent's annual salary by July 1 and after the Superintendent's performance evaluation has been completed. The Board's action to increase the Superintendent's salary under this paragraph shall be an implementation of this provision of this Contract and shall not constitute or require an amendment to this Contract.

The Superintendent's salary shall be payable in twenty-four (24) equal installments in accordance with the rules of the Board governing payments of other administrative staff members in the District. The term "Contract Year" shall refer to each period under this Contract commencing on July 1 and ending on June 30. The Superintendent hereby accepts employment upon the terms and conditions hereinafter set forth.

2. Teacher's Retirement System and Health Insurance Security Fund. In addition to the annual salary stated in paragraph A.1 and any other creditable earnings within this Contract, the Board shall pick up and pay on behalf of the Superintendent to the State of Illinois Teachers' Retirement System (TRS) and the Teacher Health Insurance Security Fund (THIS) the Superintendent's entire required contributions to said pension system and health fund of the salary stated in paragraph A.1. The Superintendent shall not have any right or claim to said amounts, except as they may become available at the time of retirement or resignation from the TRS and the THIS Fund. 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 TRS and the THIS Fund, and further acknowledge that such contributions are made as a condition of employment to secure the Superintendent's future services, knowledge and experience. The Superintendent does not have the right to receive payment for any amounts that would have been contributed to the TRS or THIS by the Board on his behalf had the Superintendent's required contributions not been limited by TRS or THIS due to the application of the established limit for contributions to the pension plan or due to a refund of an overpayment of contributions because of a decrease in the applicable member rate, if any.

3. Creditable Earnings. The parties hereby agree that the Board makes no representations regarding the creditable earnings status with respect to any compensation received by the Superintendent pursuant to the terms of this Contract. Any and all

determinations regarding creditable earnings, creditable service and related TRS issues shall be made by TRS and, where applicable, a court of competent jurisdiction.

B. CONDITIONS OF EMPLOYMENT

1. **Professional Educators' License.** The Superintendent shall furnish to the Board, at the start of this Contract, and during the term of this Contract shall hold and maintain a valid and properly registered professional educators' license with proper endorsement issued by the Illinois State Educator Preparation and Licensure Board qualifying him to act as a Superintendent of the School District.

2. **Employment Representations.** The Superintendent represents that he will not be under contract with any other school district for any portion of the term covered by this Contract. The Superintendent further represents that all information provided to the District in the process of application for employment was true and complete and did not include any material omissions.

3. **Medical Examination.** As a required condition of employment for new employees, and prior to commencing duties under this Contract, the Superintendent shall submit to a physical examination by a physician licensed in Illinois to practice medicine and surgery in all its branches and shall provide the Board President with evidence of physical fitness to perform duties assigned and freedom from communicable disease pursuant to paragraph 24-5 of the *School Code*. The Superintendent shall further submit, at Board expense, to a physical or mental examination by a physician licensed in Illinois to practice medicine and surgery in all its branches whenever the Board deems such examination necessary and in accordance with applicable law and agrees to execute any necessary consent and disclosure forms to effectuate the provision of the results of such examination to the Board. As a condition of employment, the Superintendent also agrees to comply with all health requirements established by law.

4. **Waiver of Tenure.** The Superintendent acknowledges that, pursuant to the *School Code*, he waives all rights to tenure in the School District only for the term of this multi-year Contract and any extension thereof.

5. **Criminal Background Investigation.** As a required condition of employment for new employees, the Superintendent shall authorize a criminal background investigation by the Board, pursuant to the *School Code* and a DCFS Child Abuse Registry background investigation. The Superintendent acknowledges that this Contract is contingent upon the Board deeming acceptable the results of the criminal background investigation, the DCFS Child Abuse Registry check, a Statewide Sex Offender Database check, and a Statewide Murderer and Violent Offender Against Youth Database check. The Superintendent understands that the Board has relied on the information the Superintendent provided to the District in the application process in making its decision concerning employment and that the Board reserves the right to terminate this Contract in the event any information the Superintendent provided to the District during the application process is untrue, inaccurate, or demonstrably incomplete.

6. **Professional Development** The Board and Superintendent agree that it is the best interests of the school district for the Superintendent to pursue attainment of his licensure endorsement as an Illinois Chief School Business Official. To that end, the Board will pay the cost of the Superintendent's enrollment in the program offered through a cooperative program through the Illinois Association of School Business Officials and Northern Illinois University. In the event the Superintendent voluntarily terminates his employment with the District before or after completion of this program, he shall reimburse the Board for all expenditures related to his participation in this program.

C. **BENEFITS**

1. **Reimbursement of Business Expenses/Travel.** The Board shall reimburse the Superintendent for reasonable monthly expenses incurred in the performance of his duties. Substantiation of all expenses incurred pursuant to this provision shall be made by the Superintendent in accordance with the regulations of the *Internal Revenue Code*, as amended. The Superintendent shall furnish and maintain his own vehicle for use in the performance of his duties. The Board will reimburse the Superintendent at the maximum IRS allowable mileage rate for out-of-district business travel. Other travel-related expenses incurred by the Superintendent for school business purposes shall be reimbursed if approved by the Board. It is understood by the parties that the Board is not obligated to reimburse any expenses incurred by the Superintendent for his use of a cell phone (including, but not limited to, a smart phone).

2. **Insurance.** The Board will provide the Superintendent with the following benefits:

- a. Board paid full-family hospitalization and medical, dental and vision insurance, as provided under any group program effective in the District and selected by the Superintendent; and
- b. Term life insurance in the amount of \$100,000.00 in accordance with the plan in effect in the District, which premium shall be paid for by the Board.

If, at any time during the term of this Contract, the Board's payment of insurance premiums is deemed to constitute a discriminatory or otherwise impermissible benefit under law or regulation or other official guidance subjecting the Board or Superintendent to potential penalties, fees, employee benefit plan failures, or increased tax payments, then the Board may, in its discretion, determine to decrease its payment for such insurance and may make a corresponding increase in the Superintendent's salary or other compensation to offset the cash value of the reduction in such insurance premium benefit.

3. **Vacation.** The Superintendent shall be entitled to a paid vacation of twenty (20) working days in each Contract Year, provided, however, that any vacation time in excess of five (5) consecutive workdays must be pre-approved by the Board President. Vacation must be taken within the twelve-month Contract Year, or otherwise shall be lost. However, each Contract Year the Superintendent may exchange a maximum of five (5) unused vacation days for payment at the Superintendent's then current per diem rate. If the law requires that earned but unused

vacation days be paid to the Superintendent upon separation of employment, any required vacation payment shall be made after the Superintendent's receipt of his final paycheck for regular earnings and after his last day of service. The Superintendent shall also be entitled to all legal school holidays. Winter, Spring, and Summer recess periods shall constitute working days unless specifically scheduled and credited toward the vacation days listed above.

4. Sick, Bereavement and Personal Leave. The Superintendent shall be entitled to paid sick leave, as defined in Section 24-6 of the *School Code* equal to the number of regular sick leave days granted by the Board to the Rockdale School District 84 licensed staff under the Collective Bargaining Agreement. Unused sick days shall accumulate in accordance with the procedures under the certified staff's Collective Bargaining Agreement.

The Superintendent shall be allowed up to 3 days annually of paid leave per incidence of death in the immediate family or household or for individuals with whom the Superintendent has a close personal or familial relationship. The term "immediate family" shall be defined as those individuals listed in Section 7 of the teachers' collective bargaining agreement.

Annually, the Superintendent shall also be afforded three (3) personal business days for use. Any unused personal business days may be accumulated and transferred to accumulated sick days in accordance with the procedures under the certified staff's Collective Bargaining Agreement.

5. Professional Organizations. . The Board shall pay for all dues and membership fees to IASA, AASA, and IASBO. Subject to prior approval of the Board, the Board shall pay for all dues and membership fees to a reasonable number of other professional organizations.

6. Professional Meetings Attendance. The Superintendent is expected to attend appropriate professional meetings at the local and state levels and, subject to prior Board approval, at the national level. All reasonable expenses incurred shall be paid by the Board in accordance with the District's travel expense reimbursement policy, if applicable, and applicable law.

7. Annuities and Deferred Compensation. From the annual salary stated in paragraph A.1 of this Contract, the Superintendent may authorize a salary reduction pursuant to and in accordance with the terms of the Board's 403(b) Plan, if such Plan is offered by the Board, in order that the Board may purchase a 403(b) eligible product for the Superintendent as described in Section 403(b) of the *Internal Revenue Code*, provided that the Superintendent confirms that any such salary reduction under a 403(b) Plan is within *Internal Revenue Code* limitations. Further, from the annual salary stated in paragraph A.1 of this Contract, the Superintendent may defer compensation pursuant to and in accordance with the terms of the Board's eligible deferred compensation plan, as described in Section 457(b) of the *Internal Revenue Code*, if such Plan is offered by the Board, provided that the Superintendent confirms that any such deferral of compensation is within *Internal Revenue Code* limitations.

D. POWERS AND DUTIES

1. **Responsibilities and Duties.** 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, retention and dismissal 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 recommendations to the Board concerning the budget, 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 School District; and, in general, he shall perform all other duties incident to the office of the Superintendent as the Board may delegate to him or as required by law.

2. **Compliance with Board Policy.** The Superintendent shall be responsible for, and deemed to have knowledge of, all of the policies and rules and regulations established by the Board and shall comply with their requirements.

3. **Extent of Service.** The Superintendent shall devote his full time, attention, and energy to the business of the School District and related professional activities. With the permission of the Board President, the Superintendent may attend university courses, seminars, or other professional growth activities; serve as a consultant to another district or educational agency for a short-term duration without loss of salary; lecture; and engage in writing activities and speaking engagements. The Superintendent may not jeopardize the functioning of the School District by any lengthy and conspicuous absence for such professional activities.

E. RENEWAL, NON-RENEWAL, AND AMENDMENT OF CONTRACT

1. **Renewal and Extension.** Prior to the end of any year of this Contract, the Board and Superintendent may mutually agree to renew or extend the employment of the Superintendent for a multi-year period, provided that the performance goals and indicators set forth in paragraph G.2 of this Contract have been met. In such event, the Board shall take specific action to discontinue this Contract and enter into a new multi-year contract of employment.

2. **Non-Renewal.** Notice of intent not to renew this Contract shall be given to the Superintendent by the Board by February 1 of the year in which the Contract expires. Said notice shall be in writing and state the specific reason for non-renewal. Failure to provide timely notice of non-renewal shall extend this Contract for one (1) additional year. The Superintendent shall notify the President and Secretary of the Board by January 1 of the year in which the Contract expires that failure of the Board to give the Superintendent said notice of intent not to renew shall extend this Contract for one (1) additional year. The failure of the Superintendent to give the required reminder notice to the Board shall waive the obligation of the Board hereunder to give its notice of intent by February 1. Within ten (10) days after receipt of a notice of intent not to renew this Contract, the Superintendent may request and receive a closed session hearing on the dismissal.

3. **Amendment.** Other than provided herein, any salary or other adjustment or modification made during the life of this Contract shall be 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 Superintendent or as an extension of the termination date of this Contract.

F. **TERMINATION**

1. **TERMINATION OF AGREEMENT** - This Agreement may be terminated by:

- a. Mutual agreement of the parties.
- b. Retirement.
- c. Resignation, provided, however, the SUPERINTENDENT gives the BOARD at least ninety (90) school days written notice of the proposed resignation.
- d. Discharge for cause. "For cause" shall mean 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 those 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 closed session. The BOARD will not arbitrarily or capriciously call for the dismissal of the SUPERINTENDENT.
- e. Failure to comply with the terms and conditions of this Agreement after notice and a reasonable opportunity to correct, where appropriate.

Nothing shall prohibit the BOARD from suspending the SUPERINTENDENT with pay pending completion of the requirements of this section. After the effective date of dismissal the SUPERINTENDENT shall not be entitled to further payments of compensation of any kind under this Agreement, except that the SUPERINTENDENT shall be entitled to any vested benefits payable under the terms and provisions of the Illinois Teachers' Retirement System.

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 period of ninety (90) continuous calendar days after the exhaustion of leave days or (b) he presents to the Board a physician's statement certifying that he is permanently disabled or incapacitated. All obligations of the Board shall cease should the Superintendent become permanently disabled, and the Board may, at its option, terminate the Superintendent's employment upon thirty (30) days written notice to the Superintendent and

after providing the Superintendent with the opportunity for a hearing before the Board on the issues of disability and performance. In the event of 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. Such days shall be paid subsequent to the Superintendent's final paycheck for regular earnings, but no later than thirty (30) days after such final paycheck.

3. Effects of Termination. Upon termination of this Contract, no further compensation or benefits shall be paid to the Superintendent or any third party on his behalf, unless otherwise specified herein or by law.

4. Liquidated Damages. The Superintendent acknowledges that the Board has expended considerable time and money in securing the Superintendent's employment and that it would be difficult to precisely determine those costs. Therefore, in further consideration of the compensation, salary and fringe benefits paid by the Board as stated in this Contract, the Superintendent agrees to devote his entire time, attention and energies to the performance of his duties under this Contract; not to commence employment with any other person or entity for the entire term of this Contract without the prior written consent of the Board; and, not to resign or otherwise voluntarily terminate his employment with the Board prior to the expiration of this Contract. In the event that the Superintendent voluntarily terminates his employment on or before June 30, 2025, then he shall immediately become obligated to repay to the Board an amount equal to Fifteen Thousand Dollars (\$15,000) as liquidated damages for the Superintendent's breach of this section. The Board and Superintendent agree that this amount approximates the potential cost of a search in order to replace the Superintendent

The Superintendent will pay the liquidated damages through one or more of the following methods: (1) Work without compensation during vacation/personal leave time. The amount of compensation credited towards the payment of liquidated damages will be one day [8 hours] of vacation time worked equals one day of current per diem salary; or (2) have the liquidated damages deducted from paycheck(s) (the Board will determine the number of paychecks over which deductions would be made); or (3) pay the liquidated damages prior to the effective date of resignation. This Section shall not apply to termination by mutual agreement or disability. The liquidated damages provided in this paragraph shall be the Board's exclusive remedy for any voluntary termination by the Superintendent.

G. EVALUATION AND STUDENT PERFORMANCE AND ACADEMIC IMPROVEMENT GOALS

1. Evaluation. The Board shall evaluate the Superintendent's performance on an ongoing basis and the Board and Superintendent agree that annually they shall mutually discuss and evaluate their working relationship, rapport, and understanding. By July 1 of each year of this Contract, the Superintendent's performance shall be appraised by the Board and a written evaluation of that performance given to the Superintendent, except that in the last year of this Contract, the Superintendent shall also be evaluated in February. As required under the *School Code*, the Board shall evaluate the Superintendent in his administration of school board policies and his stewardship of the assets of the District. The Superintendent's progress toward and

attainment of the performance goals set forth in sections 2 and 3 of this Article shall also be assessed. After such evaluation, the parties may schedule a meeting to review the evaluation and determine, if necessary, the terms and conditions of, and the performance goals for, the continued future employment of the Superintendent. Failure of the Board to complete an evaluation does not preclude termination or non-renewal of this Contract.

2. Goals and Indicators of Student Performance and Academic Improvement.

Annually, the Superintendent shall (1) evaluate student performance including, but not limited to, student performance on standardized tests, successful completion of the curriculum, and attendance and drop-out rates; (2) review the curriculum and instructional services; and (3) report to the Board on (a) the findings as to student performance and (b) the recommendations, if any, for curriculum or instructional changes as a result of his evaluation of student performance. The presentation of such report to the Board 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*.

3. Additional District Performance Goals. No later than September 1 of each Contract Year, the Board and the Superintendent shall establish such additional District goals as the parties deem necessary, a copy of which shall be attached hereto as Exhibit A and incorporated herein. The Board's and Superintendent's decision to add or revise performance goals shall be in implementation of this provision of this Contract and shall not constitute or require an amendment to this Contract.

H. TECHNICAL CLAUSES

1. Applicable Law. This Contract has been executed in Illinois and shall be governed in accordance with the laws of the State of Illinois in every respect.

2. Headings and Numbers. Paragraph headings and numbers have been inserted for convenience of reference only and, if there shall be any conflict between such headings or numbers and the text of this Contract, the text shall control.

3. Counterparts. This Contract 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. Complete Understanding. This Contract contains all the terms agreed upon by the parties with respect to the subject matter of this Contract and supersedes all prior agreements, arrangements, and communications between the parties concerning such subject matter, whether oral or written.

5. Successors and Assigns. This Contract shall inure to the benefit of and be binding upon the Board and its successors and assigns.

6. **Policy Amendments.** The Board retains the right to repeal, change or modify any policies or regulations which it has adopted, or may hereafter adopt, and subject to restrictions contained in the *School Code* and other applicable law.

7. **Severability.** If any provision, paragraph, phrase, clause or word contained herein is held to be void, invalid or contrary to law by a court of competent jurisdiction, it shall be deemed removed herefrom, and the remainder of this Contract shall continue to have its intended full force and effect.

8. **Advice of Counsel.** Both parties have had the opportunity to seek the advice of counsel.

9. **Notice.** Any notice required to be given under this Contract 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: President, Board of Education of Rockdale
School District No. 84
715 Meadow Ave.
Rockdale, Illinois 60436

If to Superintendent: Michael Merritt
Home Address contained in the
official Business Office records.

IN WITNESS WHEREOF, the parties have executed this Contract this 1 day of July, 2022, upon formal approval by the Board at a duly convened meeting held on March 1, 2022.

SUPERINTENDENT



Dr. Michael Merritt

**BOARD OF EDUCATION
ROCKDALE SCHOOL DISTRICT
NO. 84, WILL COUNTY, ILLINOIS**

By: 

President

ATTEST:


Secretary