

SUPERINTENDENT'S EMPLOYMENT CONTRACT

AGREEMENT made this 21st day of June, 2021, between the BOARD OF EDUCATION OF LOCKPORT TOWNSHIP HIGH SCHOOL DISTRICT NO. 205, WILL COUNTY, ILLINOIS, hereinafter referred to as the "Board," and Dr. Robert G. McBride, Jr., hereinafter referred to as the "Superintendent."

WITNESSETH

A. EMPLOYMENT AND COMPENSATION

1. Contract Duration and Annual Salary

a. The Board hereby employs the Superintendent for four (4) years, commencing on July 1, 2021, and terminating on June 30, 2025. For the 2021-22 school year, the Board shall pay the Superintendent an annual salary of \$211,680.00. For each subsequent contract year of this Agreement, the Superintendent will receive an annual salary in an amount to be determined by the Board which will be not less than a 2% increase of the salary provided in the preceding contract year, but no more than a 6% increase in total creditable earnings. The Superintendent's annual 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. The Superintendent hereby accepts employment upon the terms and conditions hereinafter set forth.

b. The Superintendent's salary shall be subject to annual adjustment, at the sole discretion of the Board, after the Board's annual review and evaluation of the Superintendent's performance, including the Board's assessment of the Superintendent's attainment of the identified performance goals as set forth in Appendix A of this Agreement, provided that any salary adjustment does not reduce the annual salary below the figure provided in the preceding contract year. Contingent on the Board's determination that the Superintendent's performance is satisfactory, the annual salary adjustment shall be no less than 2% and no more than 6%.

2. TRS and THIS Contributions

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 (TRS) in satisfaction of the Superintendent's required retirement contribution to TRS. In addition, the Board shall pay the Superintendent's required contribution to TRS for

Teacher Retirees' Health Insurance (THIS). It is the intention of the parties to qualify all such payments 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. The Superintendent does not have any right or claim to said amounts 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 State of Illinois Teachers' Retirement System, and that such contributions are made as a condition of employment to secure the Superintendent's future services, knowledge, and experience.

However, if legislation is enacted that limits the employer's ability to perform its obligations under this paragraph, the Board shall pay the difference to the Superintendent as salary to the extent the Board's total cost for salary and pick up of the TRS and THIS contribution equals the Board's total cost before enactment of such legislation. The Board's and Superintendent's implementation herein shall be in implementation of this provision of this Contract and shall not constitute or require an amendment to this Contract.

3. Salary Adjustments

Any salary adjustments or modifications in the Superintendent's compensation or fringe benefits made during the term of this contract shall be in the form of a written amendment and shall become a part of this contract, but any such adjustments or modifications shall not be construed as a new contract with the Superintendent or as an extension of the termination date of this contract.

4. License

Throughout the term of this contract, the Superintendent shall hold a valid and properly registered license issued by the State of Illinois Educators' Licensure Board qualifying him to act as Superintendent of the School District.

5. Annual Physical Examination

At least once a year during the term of this Agreement, the Superintendent shall obtain a comprehensive medical examination at Board expense in an amount not to exceed Three Hundred Dollars (\$300.00). A statement by the physician certifying the Superintendent's physical capacity to perform

the essential functions of his position shall be given to the President of the Board. The physician performing the medical examination shall be licensed to practice medicine in all its branches and shall be chosen by the Superintendent.

6. Waiver of Tenure

The Superintendent acknowledges that by accepting the terms of this multi-year Superintendent's Employment Contract, the Superintendent waives all rights granted to him under Sections 24-11 through 24-16 of *The School Code* (105 ILCS 5/24-11 through 105 ILCS 5/24-16), including the right to tenure in the School District, for the duration of this multi-year contract or any multi-year extension hereof pursuant to Section 5/10-23.8 of *The School Code* (105 ILCS 5/10-23.8).

B. BENEFITS

1. Mileage Reimbursement

As a condition of employment, the Superintendent shall be required to provide, at his sole expense, a personally owned or leased automobile for use in his duties as Superintendent. The Board will reimburse the Superintendent at the maximum IRS allowable mileage rate for out-of-district business travel.

2. Business Expenses

Except for in-district business travel and mileage reimbursement which is covered by Paragraph B.1, the Board shall reimburse the Superintendent for reasonable monthly expenses incurred in the performance of his duties, including a smart device and corresponding services. Itemization shall be made by the Superintendent of all expenses incurred and receipts shall be submitted to the Board for review and approval.

3. Insurance Benefits

The Board will provide the Superintendent with the following benefits for the following insurance coverages during the term of this Agreement:

- (a) Full family comprehensive major medical insurance coverage under the group health plan maintained by the District;
- (b) Full family dental insurance coverage;

- (c) Full family vision care insurance coverage;
- (d) Term life insurance, in the amount of \$200,000.00; and
- (e) Disability insurance coverage.

4. Vacation

The Superintendent shall be entitled to a paid vacation of twenty (20) work days in each contract year provided, however, that any vacation in excess of five (5) consecutive work days shall be mutually agreed upon by the Board and the Superintendent.

Earned vacation days must be taken within 15 months of the beginning of the school year in which the days are earned. For example, vacation days earned for the 2021-2022 school year must be taken by no later than September 30, 2022. Up to ten (10) vacation days not taken within this time frame may be carried over for one additional year (until the following September 30), so that the maximum available number of days is 30. Days carried over but not used by the next September 30 shall be lost, unless the Superintendent elects to receive payment for the carried over days (up to 10) before September 30 and provided payment for said days does not result in an increase in creditable earnings of greater than 6%. Except as otherwise stated herein, unused vacation days shall not accumulate and any days not utilized within the 15-month time frame shall be lost. Any earned but unused days as of the time of retirement or separation shall be paid to the Superintendent after his final day of work and after receipt of his final regular paycheck.

5. Sick Leave and Personal Leave

The Superintendent shall be granted paid sick leave, as defined in Section 5/24-6 of *The School Code*, of fifteen (15) work days per contract year which may be accumulated to a maximum of three hundred forty (340) days. On July 1, 2019, the Board shall grant the Superintendent a one-time grant of twenty (20) sick leave days which shall be immediately available for use. These twenty (20) days are in addition to the normal annual allotment of 15 days. The Superintendent shall be granted three (3) paid personal leave days per contract year for personal business. Unused personal leave days shall not accumulate from year-to-year but shall be credited towards the Superintendent's accumulated sick leave.

6. Membership Dues

The Superintendent shall be reimbursed for all dues and membership fees to a reasonable number of professional and service organizations including but not limited to American Association of School Administrators and Illinois Association of School Administrators.

7. Professional Activities

The Superintendent shall be encouraged to attend appropriate professional activities and continuing education at the state and local levels. Within budget constraints, the costs of attendance shall be paid by the Board. Subject to prior approval by the Board, the Superintendent shall be entitled to attend two (2) national professional meetings each year.

8. Annuities and Deferred Compensation

From the annual salary stated in paragraph A.1 of this Contract, the Superintendent may (1) annually defer compensation pursuant to and in accordance with the terms of an eligible deferred compensation plan as described in Section 457(b) of the Internal Revenue Code if adopted by the Board and/or (2) authorize a salary reduction 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, in accordance with the Board's 403(b) Plan, if offered, and provided that the Superintendent confirms that any such deferrals and reductions are within Internal Revenue Code limitations.

9. Retirement Benefits

In the event Superintendent retires from the District effective June 30, 2025 and is eligible for and begins receiving his TRS pension annuity without penalty or additional cost to the District, the Board shall maintain the Superintendent's comprehensive major medical insurance, dental insurance and vision insurance coverages under the group plans maintained by the District until the Superintendent becomes Medicare eligible, and subject to the following terms and conditions:

- a. 2025-2026: Board pays 50% of Family premium; 60% of Employee +1 premium;
- b. 2026-2027: Board pays 75% of Family premium; 80% of Employee +1 premium;

- c. 2027-2028: Board pays 75% of Family premium; 80% of Employee +1 premium;
- d. 2028-2029: Board pays 75% of Family premium; 80% of Employee +1 premium;
- e. 2029-2030: Board pays 100% of Single premium;
- f. 2030-June 2031: Board pays 100% of Single premium.
- g. July 1, 2031 – October 31, 2031: Board pays 100% of Single premium.

In the event Superintendent becomes eligible for health insurance benefits as a result of other employment during any of the time periods set forth in subparagraphs a-d above, the Board's obligation to maintain the insurance coverage and pay the amounts stated herein shall cease and no longer be effective.

C. POWERS AND DUTIES

1. Duties

The duties and responsibilities of the Superintendent shall be those duties incident to the office of the Superintendent of Schools as set forth in the job description, those obligations imposed by the laws of the State of Illinois upon the Superintendent, and such other professional duties as assigned by the Board. 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 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 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 may be directed by the Board.

2. Other Work

Subject to prior notice to the Board, the Superintendent may undertake

consultation work, speaking engagements, writing, lecturing, or other professional duties or obligations provided, however, that any other work shall not interfere with the Superintendent's obligations set forth in this Agreement. Whether these other professional duties interfere with the Superintendent's obligations shall be determined by the Board at its sole discretion.

D. STUDENT PERFORMANCE AND ACADEMIC IMPROVEMENT GOALS

The Superintendent acknowledges that this multi-year contract is a performance-based contract which includes the goals and indicators of student performance and academic improvement determined by the Board to measure the performance and effectiveness of the Superintendent as mandated under Section 5/10-23.8 of *The School Code* (105 ILCS 5/10-23.8). As part of the Superintendent's annual performance evaluation, the parties shall meet to review the Superintendent's progress towards attainment of the student performance and academic improvement goals established by the Board. The goals and indicators of student performance and academic improvement are set forth in Appendix A of this Agreement, a copy of which is attached hereto and hereby incorporated by reference as though fully set forth herein.

The Board will review and assess the Superintendent's performance based upon the student performance and academic improvement goals set forth in Appendix A, and any other performance goals and objectives established by the Board. This contract may be extended at the end of any contract year upon mutual agreement only if the performance goals set forth in Appendix A are successfully attained by the Superintendent based upon the Board's review and assessment of the Superintendent's performance.

E. TERMINATION

This employment contract may be terminated by:

- (a) Mutual agreement;
- (b) Permanent disability;
- (c) Discharge for cause;
- (d) Death; or
- (e) Expiration of this Agreement.

1. Permanent Disability

The Board may terminate this contract for reasons of permanent disability or incapacity at any time after the Superintendent has exhausted his accumulated sick leave and vacation benefits and either has been absent from his employment for a continuous period of three (3) months or presents to the Board upon request 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 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 selected and paid by the Board. The physician shall prepare a detailed report of the state of the Superintendent's physical and/or mental health and submit it to the Board of Education.

2. Discharge for Cause

Discharge for cause shall be for any conduct, act, or failure to act by the Superintendent which is detrimental to the legitimate interests of the School District, provided, however, the Board shall 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 an opportunity to request a hearing before the Board to discuss such causes. If the Superintendent chooses to be accompanied by legal counsel, he shall be responsible for any costs involved. The Board hearing shall be conducted in closed session.

F. EVALUATION

The Board shall review the Superintendent's performance on an annual basis. The performance evaluation shall include, but not be limited to, the Superintendent's progress toward the attainment of the student performance and academic achievement goals set forth in Appendix A of the Agreement, administration of personnel, rapport with the Board and the community, and such other evaluation criteria or performance goals that may be established by the Board. The appraisal of the Superintendent's performance shall be provided in writing by the Board to the Superintendent.

In the event that the Board fails to give the Superintendent written notice of the non-renewal of the Agreement by April 1 of the final year of the Agreement, the Agreement shall be extended for one year on the same terms and conditions as

existed for the prior year. The Superintendent shall be afforded all procedural rights as set forth in 105 ILCS 5/10-21.4.

G. 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:

- (a) ***If to the Board:*** Board of Education
Lockport Township High School District
No. 205
1323 E. Seventh Street
Lockport, IL 60441

- (b) ***If to the Superintendent:*** Dr. Robert G. McBride, Jr.
(last known address of the Superintendent contained in the official School business records)

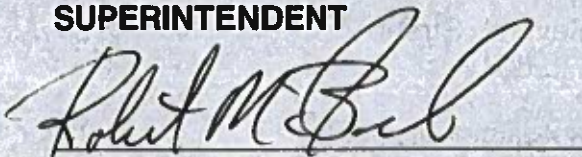
H. MISCELLANEOUS

1. This Agreement has been executed in the State of Illinois and shall be governed in accordance with the laws of Illinois.
2. Paragraph headings and numbers, and page numbers have been inserted for convenience of reference only, and if there is any conflict between such heading or numbers and the text of the Agreement, the text shall control.
3. 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. 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.
5. The Agreement shall be binding upon and inure to the benefit of the Superintendent, 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.

6. In the event a court of competent jurisdiction declares any provision of this Agreement to be illegal or unenforceable, the remainder of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement this 21st day of June, 2021.

SUPERINTENDENT



Dr. Robert G. McBride, Jr.

**BOARD OF EDUCATION OF
LOCKPORT TOWNSHIP SCHOOL
DISTRICT NO. 205
WILL COUNTY, ILLINOIS**

By: Geo M. Lopez-Caneva
President

ATTEST:

By: USG
Secretary

APPENDIX A

2000