

## **SUPERINTENDENT'S CONTRACT**

**THIS AGREEMENT** is made this 23rd day of August 2022 by and between the BOARD OF EDUCATION, DARIEN SCHOOL DISTRICT NO. 61, DUPAGE COUNTY, ILLINOIS (the "Board"), and DR. ROBERT LANGMAN (the "Superintendent").

**WHEREAS**, the Board and the Superintendent desire to enter into a mutually binding and mutually beneficial agreement by which Dr. Langman shall serve and act as Superintendent of Darien School District No. 61 pursuant to the terms, conditions and mutual considerations identified below; and

**WHEREAS**, this Contract was approved in open session of the August 23, 2022 meeting of the Board of Education, and is maintained in the personnel file of the Superintendent;

### **IT IS AGREED:**

1. **EMPLOYMENT** - The Board does hereby employ Dr. Robert Langman as Superintendent of Schools for a period commencing July 1, 2022, and terminating June 30, 2026. Each of the contract years will run from July 1 through June 30.

2. **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 of the District; shall direct and assign teachers and other employees of the schools under the Superintendent's supervision; shall organize, reorganize and arrange the administrative and supervisory staff, including instruction and business affairs, as best serves the Board subject to the approval of the Board, shall oversee the selection of personnel subject to the approval of the Board; shall from time to time suggest regulations, rules and procedures deemed necessary for the well ordering of the school district, and in general perform all duties incident to the office of the Superintendent, including the duties prescribed in 105 ILCS 5/10-21.4, and such other duties as may be prescribed by the Board from time to time. The Board, individually and collectively, shall promptly direct all criticisms, complaints, and suggestions called to its attention to the Superintendent for study and recommendation. The Superintendent shall have the right to attend the Board meetings (except when matters concerning the Superintendent are discussed in executive session and at which the Board may, in its sole discretion, exclude attendance by the Superintendent). In addition, the Superintendent shall attend meetings of the Board and citizen committees and serve as an ex officio member of all the Board committees and provide

administrative recommendation on each item of business considered by each of these groups unless otherwise indicated by the Board.

3. **PERFORMANCE BASED CONTRACT-** This Agreement is a performance-based contract under the provisions of Section 10-23.8 of the Illinois School Code. The Superintendent shall address and fulfill student performance and academic improvement goals, objectives and indicators which are attached hereto as an exhibit and are a part of this Agreement.

The Board and Superintendent agree to work cooperatively in order to successfully achieve the intended outcomes as stipulated in the goals. Both parties recognize that to be successful, sufficient resources must be allocated to implement the goals. The parties also recognize that events beyond the control of either party could have an adverse impact on goal implementation. This contract may be extended or rolled-over prior to its scheduled date of expiration provided that the Board finds that the goals and objectives set forth in the pertinent exhibit have been met to the extent possible based on the time frames expressed in the goals and objectives; however, renewal of this contract shall not be contingent upon all of the goals and objectives having been met, but shall be subject to the sound discretion of the Board.

4. **COMPENSATION** - The Board agrees to pay the Superintendent for services rendered under this agreement for the 2022 — 2023 school year (July 1, 2022 through June 30, 2023), an annual salary of One Hundred Eighty-Four Thousand Dollars (\$184,000.00). This annual salary shall be increased three percent (3%) annually, on July 1<sup>st</sup> of each succeeding year, for each of the school years 2023-2024, 2024-2025 and 2025-2026. The annual salary is based upon 260 days and includes payment for all holidays and vacation days.

In consideration of each annual salary, the Superintendent agrees to devote his full time, skill, labor and attention to his employment, during the term of this Agreement, in order to faithfully perform the duties of Superintendent of Schools. Compensation shall be paid in equal installments in accordance with the Board policy governing payment of salary to other certificated members of the professional staff, less all deductions required by law or authorized by the Superintendent.

5. **EVALUATION** - At least annually, but not later than June 1 of each school year, the Board shall review the Superintendent's progress toward established goals, attainment of the student performance and academic improvement goals set forth in this Agreement and working

relationships with the Board, the total staff and the Community; shall provide the Superintendent with a written summary of that review; and shall consider the Superintendent's annual compensation and benefits for the next contract year if not otherwise set forth in this Agreement. However, in the final contract year of this Agreement, the Board shall evaluate the Superintendent no later than December 31<sup>st</sup> of the contract year in which this Agreement expires. The Superintendent shall remind the Board in writing of this December 31<sup>st</sup> deadline during July 2025, the first month of the contract year in which this Agreement is to expire. Nothing in this provision is intended to require the Board to renew or extend this Agreement beyond its termination date.

6. **LICENSE** - The Superintendent shall furnish to the Board, during the term of this Agreement, a valid, appropriate, and properly registered license to act as Superintendent of Schools, in accordance with the laws of the State of Illinois and as directed by the Board.

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

8. **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) days written notice of the proposed resignation and provided further that any such resignation shall be effective as of the end of the then current school year.
- D. Discharge for cause. "For cause" shall mean any conduct, act, or failure to act by the Superintendent which is damaging to the operations 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 notification and a reasonable opportunity to correct.
- F. Disability: As set forth in Section 27 of this Agreement.

Nothing shall prohibit the Board from suspending the Superintendent without 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.

9. **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.

10. **VACATION** - The Superintendent shall receive twenty-five (25) work days of vacation annually. The Superintendent will advise the President of the Board in advance of any vacation period to extend beyond three (3) consecutive work days and the time thereof. If vacation request exceeds five (5) consecutive work days, the proposal must receive pre-approval of the President of the Board. Vacation days will be compensated at the Superintendent per diem rate in the payroll for the pay period in which taken. The Superintendent may elect to receive reimbursement for up to five (5) unused vacation days each year. The election to be made by May 31 of the year with payment to be made by June 30 of the year. All unused vacation days will be forfeited at the end of the contract year. The Superintendent shall also be entitled to time off on all school holidays and recess periods in which the District office is closed, and such time off shall not be credited against the vacation days provided herein. If the Superintendent fails to complete this Agreement due to termination, by voluntarily leaving to take another position or by resignation, such failure to complete the Agreement shall result in forfeiture of any remaining earned vacation days at the time of departure.

11. **SICK LEAVE** -The Superintendent shall be entitled to twenty (20) work days of paid sick leave annually, to be taken pursuant to the provisions of law. Earned unused sick leave shall accumulate without limit.

12. **HOSPITALIZATION/MAJOR MEDICAL INSURANCE** - The Board shall provide and pay the premiums for hospitalization, major medical and dental insurance pursuant to the group plans of insurance selected by the Board and from time to time in effect in the District for the Superintendent, his spouse and the dependent members (as defined by the contract of insurance then in effect) of his immediate family during the term of this Agreement. In lieu of insurance the SUPERINTENDENT is entitled to the same amount in a tax shelter annuity. 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, this benefit may be converted 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. The Board's action to revise a benefit under this paragraph shall be in implementation of this provision of this contract and shall not constitute or require an amendment to this contract.

13. **TERM LIFE INSURANCE** — The Board shall provide and pay the premiums for a term life insurance policy for the Superintendent during the term of this Agreement in the amount of \$250,000 in coverage.

14. **TRANSPORTATION.** The Board shall reimburse the Superintendent for mileage incurred in connection with District business at the IRS mileage rate current when the mileage was incurred. Reimbursement shall be in the same manner as for other expenses.

15. **MEDICAL EXAMINATION** - Annually during the term of this Agreement, the SUPERINTENDENT shall obtain a comprehensive medical examination of which an amount not to exceed Five Hundred Dollars (\$500.00) shall be paid by the Board. A copy of the examination or a certificate of the physician certifying the medical fitness of the Superintendent to perform his essential job functions shall be given to the President of the Board. The physician performing the medical examination shall be one licensed to practice medicine in all of its branches and shall be chosen by the Superintendent. Nothing in this section shall limit the authority of the Board to require a medical examination pursuant to the provisions of section 5/24-5 of the Illinois School Code.

16. **MEMBERSHIP DUES** - The Board agrees to pay the Superintendent's dues and membership Fees for those professional organizations to which he belongs with prior Board approval.

17. **CELL PHONE** — The Board shall provide the Superintendent with a cell phone in accord with the terms and conditions of the District's plan as it may exist from time to time.

18. **WAIVER OF TENURE** - By accepting the terms of this Agreement, the Superintendent waives all rights of tenure granted under the Illinois School Code during the term of this Agreement.

19. **EXTENSION OF AGREEMENT-NON RENEWAL** - This Agreement shall be reviewed by the Board and the Superintendent annually on or before June 30th of each year, and may then be extended beyond its termination date, upon such terms and conditions as may be mutually agreed to by the parties, and reduced to writing and signed by the parties.

Provided, however, notwithstanding anything contained in this Agreement to the contrary, this Agreement shall not be extended or rolled-over prior to its scheduled expiration date (as stated in Section 1 of this Agreement) unless the Board determines that all of the goals, objectives and indicators contained in this Agreement have been met.

Notice of intent not to renew this Agreement shall be given to the Superintendent by the Board no later than January 15th of the year in which this Agreement expires. Said notice shall be in writing and state the reason(s) for non-renewal. Failure to provide timely notice of non-renewal shall extend the contract for one (1) additional year. Within ten (10) days after receipt of notice of intent not to renew this Agreement, the Superintendent may request and be given an opportunity to discuss the nonrenewal with the Board in closed session.

20. **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  
Darien School District No. 61  
7414 Cass Avenue  
Darien, IL 60559

If to the SUPERINTENDENT, to:

Dr. Robert Langman  
(insert address)

(or at the last address of the Superintendent contained in official Business Office records of the Board).

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

22. **OTHER BENEFITS AND LEAVE** - The Superintendent shall be allowed such other privileges, leaves, and standard fringe benefits not specifically enumerated herein as are extended to other administrative personnel, except as otherwise set forth herein.

23. **TEACHERS' RETIREMENT SYSTEM CONTRIBUTION** - In addition to the gross compensation paid to the Superintendent by the Board as expressed in Section 4, the Board shall pick up and pay on the Superintendent behalf, the Superintendent's required contribution to the Illinois Teachers' Retirement System pursuant to the *Illinois Pension Code*.

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. The Superintendent 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. Except as expressly provided above, 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.

24. **TEACHERS' HEALTH INSURANCE SECURITY FUND CONTRIBUTION** - The Board shall pick up and pay on behalf of the Superintendent the Superintendent's entire required contribution to the Teachers' Health Insurance Security ("THIS") fund. The Board shall remit this contribution to the Illinois Teachers' Retirement System ("TRS") as the fund's collection agent. Payments made by the Board to TRS under this section shall not be reportable to TRS as credible earnings. The parties further agree that to the extent permitted

by law, said payments shall be excluded from the Superintendent's taxable income pursuant to a private letter ruling issued to the IEA-NEA on April 8, 1996.

The Board and the Superintendent make no commitment or guarantee that the Board's payment of the contribution will continue to be excludable from the Superintendent's gross income for federal or state income tax purposes, or that any other federal or state tax treatment will apply.

Because neither party can represent what position the IRS, or any other government entity, will take with respect to these payments and withholdings, it is mutually agreed that each party will be responsible for any miscalculations for which it is legally responsible without indemnification or any other recourse from the other party. That is, if it is subsequently determined that the Superintendent should have paid taxes on any portion of the contribution limit for which he did not pay taxes, the interest and penalties are the Superintendent's responsibility alone. If the Board is penalized for failing to withhold enough taxes based on the payroll information in its possession at the time of payment of the contribution limit, those penalties are the Board's responsibility alone. Both the Board and the Superintendent expressly waive the right to seek indemnification or reimbursement from the other as the result of any government decision on the taxability of these amounts. In the event the IRS, or any other government entity, determines that the Superintendent owes more tax, he has no right to seek additional sums from the Board.

25. **PROFESSIONAL LIABILITY** - The District agrees that it shall defend, hold harmless, and indemnify the Superintendent from any and all demands, claims, suits, actions and legal proceedings brought against the Superintendent in his individual capacity, or in his official capacity as agent and employee of the District provided the incident arose while the Superintendent was acting within the scope of his employment and excluding criminal litigation and such liability coverage as is beyond the authority of the Board to provide under state law. Except that, in no case, will individual Board members be considered personally liable for indemnifying the Superintendent against such demands, claims, suits, actions and legal proceedings.

26. **DISABILITY** — Should the Superintendent be incapable of performing the duties and obligations covenanted herein by reason of illness, accident, or other disability, the Superintendent shall use his accumulated sick days, sick days granted to him through the School



District's sick bank, and unused vacation days. The Board may, at its sole discretion, terminate this Agreement no less than 90 days after the Superintendent is rendered incapable of performing the duties and obligations hereunder due to illness, accident, or other disability. In the event that the Superintendent is entitled to compensation for lost wages under the provisions of the Workers Compensation law, under no circumstances shall Superintendent receive more than 100% of his regular pay, when considering all sources of benefits and income.

27. MISCELLANEOUS

- A. This Agreement has been executed in Illinois, and shall be governed in accordance with the laws of the State of Illinois in every respect.
- B. Section 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 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. 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 concerning such subject matter, whether oral or written.
  - E. This 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.
  - F. Both parties have had the opportunity to seek the advice of counsel
  - G. Except as may otherwise be provided, no subsequent alteration, change, or addition to this Agreement shall be binding upon the parties unless reduced to writing and agreed to by each of them. The Board's action to alter, change or add under this paragraph shall be in implementation of this provision of this Contract and shall not constitute or require an amendment to this Contract.

- H. The Board retains the right to repeal, change or modify any policies or regulations which it has adopted or may hereafter adopt, subject however, to restrictions contained in the Illinois School Code and other applicable law.
- I. If any section, 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 from this Agreement, and the remainder of this Agreement shall continue to have its intended effect and be in full force.

**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 on the day and year first above written.

Dr. Robert Langman

BOARD OF EDUCATION,  
DARIEN SCHOOL DISTRICT NO. 61,  
DUPAGE COUNTY, ILLINOIS

\_\_\_\_\_  
Superintendent

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

ATTEST:

\_\_\_\_\_  
Secretary