

SUPERINTENDENT'S EMPLOYMENT CONTRACT (2024 - 2027)

AGREEMENT made this 12th day of February, 2024, between the **BOARD OF EDUCATION OF YORKVILLE COMMUNITY UNIT SCHOOL DISTRICT NO. 115, KENDALL COUNTY, ILLINOIS**, hereafter referred to as the "Board," and **MATTHEW ZEDIKER**, hereafter referred to as the "Superintendent," and hereinafter collectively referred to as the "Parties."

A. EMPLOYMENT AND COMPENSATION

1. **Salary and Term of Employment.** The Board hereby employs the Superintendent for a multiyear period of three (3) years, commencing on July 1, 2024, and terminating on June 30, 2027, at an annual base salary of Two Hundred Twenty-Five Thousand Dollars and No/Cents (\$225,000.00) for the 2024-2025 Contract Year, payable in equal installments in accordance with the rules of the Board governing payments of other administrative staff members in the District. The annual base salary for the remaining Contract Years under the Contract shall be determined by the Board but shall be no less than the annual base salary during the immediately preceding Contract Year. For per diem calculation purposes, this Contract will consist of two hundred sixty (260) working days per Contract Year; but the actual number of working days may be greater or less depending on the District's calendar and the Board's needs. 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. **Teachers' Retirement System and Health Insurance Security Fund.** In addition to the annual salary stated in paragraph A.1 and all other TRS creditable earnings within this Contract, the Board shall 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 required member contributions on creditable earnings to the defined benefit pension plan and health fund. The Superintendent shall not have any right or claim to these amounts, except as they may become available at the time of retirement or resignation from the TRS and THIS. If the rate for the Superintendent's required contributions is reduced, the Board's payment of same will be reduced accordingly. The Superintendent shall have no right to receive any portion of the rate differential. 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 THIS, 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 Educator License.** During the term of this Contract, the Superintendent shall hold and maintain a valid and properly registered license with necessary endorsements as issued by the Illinois State Educator Preparation and Licensure Board qualifying him to act as the Superintendent in the School District.

2. **Medical Examination.** If the Superintendent is a new employee of the School District, as a required condition of new employment, 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 with evidence of physical fitness to perform duties assigned and freedom from communicable disease pursuant to paragraph 24-5 of the Illinois *School Code*. As a condition of employment, whether or not the Superintendent is a new employee, 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; the Superintendent also agrees to comply with all health requirements established by law.

3. **Waiver of Tenure.** The Superintendent acknowledges that, pursuant to the Illinois *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. Upon acceptance of this Contract, the Superintendent shall not lose any previously acquired tenure credit with the District.

4. **Criminal Background Investigation and Sexual Misconduct Employment History Checks.** If the Superintendent is a new employee of the School District, as a required condition of new employment, the Superintendent shall authorize a criminal background investigation by the Board, pursuant to the Illinois *School Code* and a DCFS Child Abuse Registry background investigation, and an employment history check for sexual misconduct pursuant to Public Act 102-0702. The Superintendent acknowledges that this Contract is contingent upon the Board deeming acceptable the results of the criminal background investigation as well as a DCFS Child Abuse Registry check, a Statewide Sex Offender Database check, a Statewide Murderer and Violent Offender Against Youth Database check, and the employment history check for sexual misconduct. 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.

As required under Section 10-21.9 of the Illinois *School Code*, the Superintendent further acknowledges that the continuation of this Contract is contingent on the Board deeming acceptable the results of periodic re-checks of the Statewide Sex Offender Database and the Statewide Murderer and Violent Offender Against Youth Database as such re-checks are periodically required by law. The Board reserves the right to terminate this Contract should any required, periodic re-check result in the Superintendent being deemed by the Board (in accordance with applicable law) unacceptable to work in the School District.

5. **Employment Representations.** The Superintendent represents that he is not under contract with any other school district for any portion of the term covered by this Contract beginning July 1, 2024. The Superintendent further represents that all information provided to the District in the process of application for employment was true and complete.

6. **Doctorate Degree.** The Superintendent acknowledges that this Contract is contingent upon the Superintendent successfully obtaining a Doctorate Degree: Ed.D Educational Leadership by August 1, 2024.

C. **BENEFITS**

1. **Automobile Allowance.** Subject to the Board's travel expense and reimbursement policy(s), the Board will provide the Superintendent with a Four Hundred Dollars and No/Cents (\$400.00) per month travel allowance for in-District use of his personal automobile in lieu of mileage reimbursement. The District shall not reimburse the Superintendent for any form of cost associated with commuting.

2. **Reimbursement of Business Expenses.** The Board shall reimburse the Superintendent in accordance with District procedures for reasonable monthly expenses incurred in the performance of his duties. Itemization shall be made by the Superintendent of all expenses incurred subject to the Board's expense reimbursement policy and procedures.

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

- a. Board paid premiums for hospitalization/medical insurance, dental insurance and vision insurance at 100% single or 100% family, upon the election by the Superintendent for which he is eligible, under the PPO or HMO group plans available in the District; and
- b. Board paid term life insurance, in the amount of \$100,000, subject to all eligibility conditions of the District's group program carrier.

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, fines, fees, employee benefit plan failures or new or increased tax or accessible payments, then the

Board may, in its discretion, determine to modify its payment for such insurance and make a corresponding increase in the Superintendent's salary or other compensation to offset the diminished cash value, if any, of the change in such insurance premium benefit.

4. **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 days of student attendance shall be mutually agreed upon by the Board President and the Superintendent. Vacation must be taken within the Contract Year in which it is earned or will be forfeited and unavailable for use or compensation. However, unused vacation days may be carried over for use in the immediately subsequent Contract Year with the Board's permission. The Superintendent shall also be entitled to all legal and school holidays as designated on the District calendar. Winter, Spring, and Summer recess periods shall constitute working days unless specifically scheduled and credited toward the vacation days listed above. The Board shall not pay the Superintendent for any accrued, unused vacation days unless payment is required by law. 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.

5. **Sick Leave and Personal Leave.** The Superintendent shall be granted paid sick leave, as defined in Section 24-6 of the Illinois *School Code* of twenty (20) working days each Contract Year. Unused sick leave may be accumulated to a maximum of four hundred forty (440) days, but such accumulated sick leave shall not be reimbursable upon termination of this Contract. The Superintendent shall be granted Two (2) days of personal leave per Contract Year. Unused personal leave shall accumulate as sick leave.

6. **Professional Organizations.** The Superintendent shall be reimbursed for all dues and membership fees for the American Association of School Administrators, Illinois Association of School Administrators, and other professional organizations as approved by the Board President.

7. **Professional Meetings Attendance.** The Superintendent may attend appropriate professional meetings at the local and state levels and, subject to prior Board approval, at the national level. Meetings that require the Superintendent's absence from the District of three (3) or more consecutive days shall require prior Board President approval. All reasonable expenses incurred shall be paid by the Board in accordance with and subject to the Board's travel expense and reimbursement policies and procedures.

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 deferrals and/or reductions are within *Internal Revenue Code* limitations. Nothing herein limits

the Superintendent's participation in the TRS Supplementary Savings Plan (457(b) plan) at his own expense.

9. **Moving Expenses.** In the event the Superintendent moves his household to the District during the term of this Contract, the Board shall reimburse him for the reasonable expenses incurred in such move up to a maximum total of \$10,000.

10. **Other Benefits.** Unless required by law, Board Policy or benefit plan document, no other leaves or benefits are available to the Superintendent other than as set forth herein.

D. POWERS AND DUTIES AND GOALS

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

During the term of this Contract, the Board, in its sole discretion, may assign alternate duties to and/or transfer the Superintendent to another TRS-eligible position in the District, provided the Superintendent's compensation, salary, benefits, and term afforded under this Contract are not reduced.

2. **Extent of Service.** The Superintendent shall devote his entire time, attention, and energy to the business of the School District and related professional activities. With the permission of the Board, 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.

3. **Performance Goals and Indicators.** Annually, the Superintendent, with the assistance of his administrative team, shall: (1) evaluate student performance, including, but not limited to, student performance in standardized tests such as the Illinois Standardized Tests, successful completion of the curriculum, and attendance drop-out rates; (2) review the curriculum and instructional services; and (3) report to the school board on his findings as to: (a) student performance; and (b) his recommendations, if any, for curriculum or instructional

changes as a result of his evaluation of student performance. The presentation of the report 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*.

The Board reserves the right, with input from the Superintendent, to modify or replace the performance goals and indicators in any Contract Year and/or to establish additional annual goals for the Superintendent that are not intended to be performance goals within the meaning of the Illinois *School Code*.

E. RENEWAL, EXTENSION, AND AMENDMENT OF CONTRACT

1. **Non-Renewal.** Notice of intent not to renew this Contract shall be given to the Superintendent by the Board by April 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 March 1 of the year in which the Contract expires that failure of the Board to give the Superintendent a 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 under this paragraph to give its notice of intent by April 1. Within ten (10) days after receipt of notice of intent not to renew this Contract, the Superintendent shall be allowed a closed session hearing on the dismissal, if requested of the Board.

2. **Renewal and Extensions.** 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 D.3 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.

3. **Amendment.** 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. **Grounds for Termination.** This Contract may be terminated during its term by:
 - a. Mutual agreement;
 - b. Permanent disability (inability to perform essential job functions with or without accommodation) The Superintendent shall be considered permanently disabled if: (a) the Superintendent has exhausted his accumulated sick and vacation leave and has been absent from his employment or otherwise unable to perform the essential job functions

with or without accommodation for an additional continuous period of ninety (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 after a Board required physical or mental examination. All obligations of the Board shall cease upon written notice of termination for permanent disability, 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;

- c. Discharge for cause; or
- d. Death of the Superintendent.

2. **Cause.** Discharge for cause shall be for any conduct, act, or failure to act by the Superintendent that is damaging to the operation of the School District, including, but not limited to, neglect of duty, inefficiency or incompetence. 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.

G. EVALUATION

The Board and Superintendent agree that annually they shall mutually discuss and evaluate their working relationship, rapport, and understanding. By July 1 of each Contract Year, 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 Illinois *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 paragraph D.3 of this Contract 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.

H. MISCELLANEOUS

1. **Notice.** Any notice required to be given under this Contract shall be deemed sufficient if it is in writing and sent by mail to the last known residence of the Superintendent or the President of the Board at the administrative office of the District, as the case may be.

2. **Savings Clause.** If any portion of this Contract is deemed illegal due to conflict with State or Federal law, the remainder of the Contract shall remain in full force and effect;

further, this Contract does not constitute any obligation either written or implied for re-employment beyond the term set forth herein.

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

4. **Headings and Numbers.** Paragraph numbers and headings have been inserted for convenience of reference only, and if any conflict exists between the headings or numbers and the text of this Contract, the text shall control.


5. **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.

6. **Advice of Counsel.** Both Parties have had the opportunity to seek advice of counsel.


7. **Entire Agreement.** This Contract contains all of 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.


IN WITNESS WHEREOF, the parties have executed this Contract this _____ day of _____, 2024, upon formal approval by the Board at a duly convened meeting held this same date.

SUPERINTENDENT


Matthew Zediker

**BOARD OF EDUCATION,
YORKVILLE COMMUNITY UNIT
SCHOOL DISTRICT NO. 115,
KENDALL COUNTY, ILLINOIS**


President

ATTEST:

Secretary