

## **SUPERINTENDENT'S AGREEMENT**

**THIS AGREEMENT** made this 27<sup>th</sup> day of June 2025, by and between the BOARD OF EDUCATION OF THORNTON TOWNSHIP HIGH SCHOOL DISTRICT 205, COOK COUNTY, ILLINOIS ("BOARD"), and DR. NATHANIEL CUNNINGHAM JR. ("SUPERINTENDENT"), has been approved at the meeting of the BOARD held on June 27, 2025.

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 original, predecessor contract.

### **IT IS AGREED:**

1. **EMPLOYMENT** - The SUPERINTENDENT is hereby hired and retained from July 1, 2025 through and including June 30, 2030, as Superintendent of Schools and Chief Executive Officer of Thornton Township High School District 205. This Agreement will not be extended or renewed without the express, written consent of the parties.

2. **DUTIES** - The duties and responsibilities of the SUPERINTENDENT will be those incidental to the office of the Superintendent of Schools, those set forth in the job description for the position of Superintendent (or, those duties contained in Board policy, as adopted, and which may be amended from time to time), the attainment of the student performance and academic improvement goals determined pursuant to this Agreement, those obligations imposed by the laws of the State of Illinois upon the SUPERINTENDENT, and the performance of other professional duties customarily performed by a Superintendent of Schools as from time to time may be assigned to the SUPERINTENDENT by the BOARD. The SUPERINTENDENT will have charge of the administration of the School District under the policies of the BOARD. He will direct and assign, place and transfer all employees, and will organize and administer the affairs of the School District as best serves the School District consistent with Board policy. He will from time to time suggest policies and procedures deemed necessary for the well-ordering of the School District. The BOARD reserves the right to reassign the SUPERINTENDENT to different duties requiring licensure during the term of this Agreement, without loss of pay, benefits or term of contract, or notice or a hearing.

3. **STUDENT PERFORMANCE AND ACADEMIC IMPROVEMENT** - This Agreement is a performance-based contract. The SUPERINTENDENT shall strive to meet the following goals during the term of this Agreement. The parties agree the goals and indicators are linked to the student performance and academic improvement of District 205's students.

Annually, the SUPERINTENDENT, with the assistance of his administrative team, will: (1) evaluate student performance based on mutually agreed upon criteria; (2) review the curriculum and instructional services; and (3) report to the 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 SUPERINTENDENT shall achieve the goals and indicators set forth in Attachment 1.

Once all of the student performance and academic improvement goals have been attained as found by the BOARD, this Agreement may be extended.

4. **SALARY** - In consideration of the annual salary, based upon 260 annual workdays, of

\$307,263.35 for July 1, 2025, through June 30, 2026,  
\$316,481.25 for July 1, 2026, through June 30, 2027,  
\$325,975.68 for July 1, 2027, through June 30, 2028,  
\$334,125.07 for July 1, 2028, through June 30, 2029, and  
\$342,478.20 for July 1, 2029, through June 30, 2030,

the **SUPERINTENDENT** agrees to devote such 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. Salary will be paid in twenty-six (26) equal installments in accordance with the BOARD policy governing the payment of salary to the other licensed members of the professional staff, less such amounts as required by law or provided for in this Agreement. The BOARD retains the right to increase the annual salary and/or fringe benefits of the **SUPERINTENDENT** during the term of this Agreement, and thereafter, provided that any salary and/or fringe benefit(s) adjustments will not be lower than the annual salary and fringe benefits provided herein. Any adjustment in salary and/or fringe benefits made during the life of this Agreement will be in writing and will become a part of this Agreement. It is provided, however, that by doing so it will not be considered that the BOARD has entered into a new agreement with the **SUPERINTENDENT** or that the termination date of this Agreement has been in any way extended.

5. **TEACHERS' RETIREMENT SYSTEM CONTRIBUTION** In addition to the annual salary paid to the **SUPERINTENDENT** by the BOARD as expressed in Section 4, the BOARD will pick up and pay on the **SUPERINTENDENT'S** behalf, his entire required member contribution to the Illinois Teachers' Retirement System ("IRS") 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** will have no right or claim to the funds so remitted except as they may subsequent become available-upon retirement or resignation from TRS. 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 TRS. These contributions are made as a condition of the **SUPERINTENDENT'S** employment for his future service, knowledge and experience.

However, if legislation is enacted that limits the **BOARD'S** ability to perform its obligations under this Section 5 and prohibits or reduces the **SUPERINTENDENT'S** ability to have his entire required TRS member contribution picked up and paid by the **BOARD**, then the

BOARD shall pay to the SUPERINTENDENT this difference as salary but only up to the cost that the BOARD would have incurred without such legislation. The BOARD'S action to implement 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.

**6. TEACHERS' HEALTH INSURANCE SECURITY FUND CONTRIBUTION**

The BOARD will pay on behalf of the SUPERINTENDENT his required contribution to the Teachers' Health Insurance Security ("THIS") fund. The BOARD will remit this contribution to TRS as the fund's collection agent. Payments made by the BOARD to TRS under this Section 6 will not be reportable to TRS as creditable earnings and will be excluded from the SUPERINTENDENT'S taxable income.

However, if legislation is enacted that limits the BOARD'S ability to perform its obligations under this Section 6 and prohibits or reduces the SUPERINTENDENT'S ability to have his entire required THIS fund contribution picked up and paid by the BOARD, then the BOARD shall pay to the SUPERINTENDENT this difference as salary but only up to the cost that the BOARD would have incurred without such legislation. The BOARD'S action to implement under this paragraph shall be in implementation of this provision of this Agreement and shall not constitute or require an amendment to this Agreement.

**7. HOSPITALIZATION/MAJOR MEDICAL INSURANCE** - The BOARD will provide and pay the premiums for hospitalization, major medical, dental and vision insurance 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 accordance with the highest-level insurance coverage option offered to members of the District 205 Faculty Association.

If this provision of insurance 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 affecting the provision of insurance benefits, or rules and regulations thereunder, the BOARD may convert such insurance benefit to another form of compensation or benefit 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 Agreement and shall not constitute or require an amendment to this Agreement.

**8. TERM LIFE INSURANCE** - The BOARD will provide and pay the premiums for a group term life insurance policy for the SUPERINTENDENT during the term of this Agreement in the amount of Four Hundred Thousand Dollars (\$400,000.00).

**9. MEDICAL EXAMINATION** -Annually during the term of this Agreement, the SUPERINTENDENT will obtain a comprehensive medical examination, the actual cost of which will be paid by the BOARD to the extent not covered by insurance. A copy of the examination or certificate of the physician certifying the physical ability of the SUPERINTENDENT to perform his essential job functions will be given to the President of the BOARD. The physician performing the medical examination will be one licensed to practice medicine in all of its branches and will be chosen by mutual agreement of the BOARD and SUPERINTENDENT.

10. **SICK AND PERSONAL LEAVE-** The Superintendent will be entitled to twenty-six (26) workdays of sick leave annually. If the SUPERINTENDENT does not use the full amount of annual sick leave allowed, the unused amount may accumulate to a maximum of 340 days. Sick leave availability and usage will be governed by Section 24-6 of the *Illinois School Code* (105 ILCS 5/24-6). Additionally, the SUPERINTENDENT will receive two (2) workdays of personal leave annually. Unused personal leave will be converted to sick leave upon the conclusion of each school year.

11. **VACATION** - The SUPERINTENDENT will receive thirty (30) workdays of vacation annually, exclusive of weekends and-BOARD-approved holidays for twelve-month staff. Spring, Summer, and Winter non-student attendance periods will constitute workdays unless specifically scheduled and credited toward the vacation allotment listed above. Unused vacation days may be accumulated. The scheduling of more than five (5) consecutive vacation days will be by agreement between the BOARD and the SUPERINTENDENT. Beginning with the period July 1, 2023, through June 30, 2028, and each contract year thereafter, up to 15 unused vacation days annually may, at the SUPERINTENDENT'S option, be "bought back" by the BOARD at the SUPERINTENDENT'S then per diem rate of pay. Upon separation of employment, the BOARD shall pay to the SUPERINTENDENT any and all unused vacation days at the SUPERINTENDENT'S then-current per diem rate pursuant to the law. If the separation is retirement the board will pay the days post-retirement and not be included in the creditable earnings.

12. **TRANSPORTATION ALLOWANCE** - As a condition of employment, the SUPERINTENDENT is required to have a personally owned automobile or other vehicle for use in his duties. The SUPERINTENDENT shall bear all costs associated with the upkeep and maintenance of said vehicle including, but not limited to, license, sticker fees, fuel, repairs, and insurance. The BOARD shall provide the SUPERINTENDENT with a transportation allowance of Five Thousand Dollars (\$5,000.00) per year payable in equal monthly installments, for necessary business use of said vehicle. The SUPERINTENDENT shall submit appropriate substantiation of all such expenses incurred. To the extent, if any, that this allowance is unsubstantiated, the unsubstantiated remainder shall be included in the SUPERINTENDENT'S taxable income.

13. **BUSINESS AND TRAVEL EXPENSES** - It is anticipated and agreed that the SUPERINTENDENT will be required to incur certain personal expenses for the official business of the BOARD. As such, the BOARD agrees to reimburse the SUPERINTENDENT no more than Three Hundred Dollars (\$300.00) per month for travel expenses incurred by him on behalf of the BOARD, excluding travel expenses for everyday commuting purposes. Such reimbursement is subject, however, to the SUPERINTENDENT'S substantiation and the BOARD'S approval of -- such travel expenses.

The foregoing amount excludes the cost of attendance at one national and one state convention each year as provided in Section 15 and reimbursements for business-related meetings as approved by the Board. The SUPERINTENDENT will submit appropriate substantiation of all business and travel expenses incurred. To the extent that expenses are unsubstantiated, they will be included in the SUPERINTENDENT'S taxable income.

14. **NON-QUALIFIED DEFERRED COMPENSATION.** The BOARD shall annually contribute the amount of \$25,000.00 to a non-elective and nonqualified deferred compensation plan to be established by the Board, the proceeds of which shall be payable to the SUPERINTENDENT as beneficiary only upon the successful completion of the terms and conditions of this Agreement and following the Superintendent's retirement.
15. **MEMBERSHIP DUES** - With prior BOARD approval and upon proper substantiation, the SUPERINTENDENT will be reimbursed for the dues and membership fees for one (1) national and one (1) state administrator, teacher and/or school board organization membership, as well as one (1) community organization membership, to which he belongs.
16. **OTHER WORK** - With the prior express 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 un-related to his duties as Superintendent or unrelated to maintaining his license. Provided, however, that this other work will not interfere in a material and substantial manner with the SUPERINTENDENT'S obligations set forth in this Agreement. With the prior agreement of the BOARD, the SUPERINTENDENT may keep any fee or stipend he receives for such outside engagements.
17. **PROFESSIONAL ACTIVITIES** - The SUPERINTENDENT will be encouraged to attend appropriate professional meetings and continuing education at the local, state and national levels. The SUPERINTENDENT may attend one national and one state convention each year. Within budget constraints, as approved by the BOARD, the costs of attendance will be paid by the BOARD.
18. **LICENSE** - The SUPERINTENDENT will 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.
19. **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.
20. **TERMINATION OF AGREEMENT** - This Agreement may be terminated prior to June 30, 2028, by:
  - A. Mutual agreement of the parties.
  - B. Retirement of the Superintendent of Schools
  - C. Disability of the SUPERINTENDENT. Should the SUPERINTENDENT be unable to perform the duties and obligations of this Agreement, by reason of illness, accident, or other causes, and such disability exists for a period of more than 180 calendar days or until the SUPERINTENDENT'S accumulated sick, personal and vacation leave is exhausted, whichever is later, the BOARD, at its option, may terminate this Agreement, whereupon the respective rights, duties, and obligations of the parties will thereby terminate. Prior to termination for disability, the SUPERINTENDENT may request a hearing before the BOARD in closed executive session.

- D. Discharge for cause. "For cause" will mean any conduct, act, or failure to act by the SUPERINTENDENT which is detrimental to the best interests of the BOARD, as determined by the BOARD. The BOARD will not arbitrarily or capriciously discharge the SUPERINTENDENT. Reasons for discharge for cause will be given in writing to the SUPERINTENDENT, who will be entitled to notice and a hearing before the BOARD to discuss the discharge. If the SUPERINTENDENT chooses to be accompanied by legal counsel, he will bear any costs involved therein. The BOARD hearing will be conducted in closed session.
- E. Unilateral Termination by the **Board** - The Board may, at its option, and by minimum of sixty (60) days' notice to the Superintendent of Schools, and without cause or a meeting otherwise provided in Section 20(D) above, unilaterally terminate this contract. Upon such action being taken by the Board and notice of the same being served upon the Superintendent, in order to validate such action, and as a contractual condition precedent thereto, the Board shall pay the Superintendent as severance pay, all of the aggregate salary the Superintendent would have earned under this Contract from the actual date of termination to the then current termination date as set forth in this Contract, including the additional compensation to which the Superintendent would have been entitled during the final years of the Contract.
- F. Unilateral Termination by Superintendent of Schools - In the event the Superintendent of Schools resigns from her position to seek or take another position as Superintendent of Schools for another school district (public or private), written notification of such resignation must be delivered to the Board by September 1 of the preceding school year. If the Superintendent breaches this notification provision, then she shall pay to the Board the sum of Thirty-Five Thousand Dollars (\$35,000.00) as liquidated damages.

21. **EVALUATION** - The BOARD and SUPERINTENDENT agree that by March 1<sup>st</sup> of each contract year there will be a written evaluation completed of the SUPERINTENDENT'S performance under this Agreement. The SUPERINTENDENT'S evaluation will consider, but not necessarily be limited to, an examination of the establishment and maintenance of educational goals, attainment of the student performance and academic improvement goals set forth in this Agreement, administration of personnel, rapport with the BOARD and community, and other factors of appraisal that may be established by the BOARD. A copy of each evaluation will be provided to the SUPERINTENDENT. Failure to complete this evaluation will not extend the term of this Agreement, nor shall it preclude the SUPERINTENDENT'S termination.

In the event that the BOARD determines that the performance of the SUPERINTENDENT is unsatisfactory in any respect, it will describe in writing, in reasonable detail, specific instances of unsatisfactory performance. The evaluation will include recommendations as to areas of improvement in all instances where the BOARD deems performance to be unsatisfactory. The SUPERINTENDENT will have the right to make a written response to the evaluation. This response will become a permanent attachment to the evaluation and placed in the SUPERINTENDENT'S personnel file.

22. **PROFESSIONAL LIABILITY** - The BOARD agrees that it will 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 BOARD, 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.

23. **NOTICE** - Any notice or communication permitted or required under this Agreement will be in writing and will become effective on the day of mailing thereof by first class mail, registered or certified mail, postage prepaid, addressed:

*If to the BOARD, to:*

President  
Board of Education  
Thornton Township High School District 205  
465 East 170<sup>th</sup> Street  
South Holland, IL 60473

*If to the SUPERINTENDENT, to:* Nathaniel Cunningham Jr.

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(at the last address of the SUPERINTENDENT contained in official Business Office records of the BOARD).

## 24. MISCELLANEOUS

- A. This Agreement has been executed in Illinois, and will 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 is any conflict between such headings or numbers and the text of this Agreement, the text will control.
- C. This Agreement may be executed in one or more counterparts, each of which will be considered an original, and all of which taken together will 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 contracts, arrangements, and communications between the parties concerning such subject matter, whether oral or written, including but not limited to the agreement between the Parties entered on February 21, 2018.
- E. This Agreement will be binding upon and inure to the benefit of the SUPERINTENDENT, his/her successors, assigns, heirs, executors, and personal representatives, and will be binding upon, and inure to the benefit of the BOARD, its successors and assigns.
- F. Both parties have had the opportunity to seek the advice of counsel.
- G. Other than that provided herein, no further subsequent alteration, amendment, change, or addition to this Agreement, will be binding upon the parties unless reduced to writing and duly authorized and signed by each of them.
- H. The BOARD retains the right to repeal, change or modify any policies, procedures 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 will be deemed removed here from, and the remainder of this Agreement will continue to have its intended full force and effect.

**IN WITNESS THEREOF**, 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.

SUPERINTENDENT,

BOARD OF EDUCATION OF  
THORNTON TOWNSHIP  
HIGH SCHOOL DISTRICT 205

\_\_\_\_\_  
Nathaniel Cunningham Jr

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

ATTEST:

\_\_\_\_\_  
Secretary

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# Thornton Township High School District 205

465 EAST 170TH STREET • SOUTH HOLLAND, ILLINOIS 60473-3481

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## ATTACHMENT A

### SUPERINTENDENT'S GOALS 2025-2028

#### **GOAL #1: Academic Programming and Achievement**

**The Superintendent will facilitate a process for the development and implementation of aligning current programs, curriculum and assessments with State and Board goals to improve student growth and achievement. (Board Goal #1)**

**Standard 3:** Improving Teaching and Learning

**Element:** Implements Data Driven Decision Making

**Job Description Alignment:** Direct the development and implementation of instructional programs and related services compliant with federal and state rules and regulations for students served by THORNTON TOWNSHIP HIGH SCHOOL DISTRICT 205 (TTHSD 205); Provide leadership in the development, implementation, and evaluation of the instructional programs and services of TTHSD 205.

#### **Method for Achieving Goal:**

1. Create and align individual programs with the TTHSD 205 mission and goals.
2. Create and implement an attendance improvement program that reduces the rate of chronic truancy.
3. Provide targeted professional development and support to improve effectiveness and efficiency of all throughout the TTHSD 205.
4. Empower and develop district principals as instructional leaders that improve learning in their buildings as measured by multiple measures.
5. Create and implement a program evaluation system that helps the district to improve student learning through program adjustment and deletion.
6. Assess performance of individuals to provide appropriate feedback to continue their professional growth.



# Thornton Township High School District 205

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## GOAL #2: Finance

**The Superintendent will assess and oversee the current and future financial needs of the District. (Board Goal #5)**

**Standard 2:** Leading and Managing System Change

**Element:** Collaborates with staff to allocate personnel, time, material, and adult learning resources appropriately to achieve the school improvement plan targets

**Job Description Alignment:** Direct the preparation of an annual budget and present the budget annually with recommendations to the Board of Directors for approval. Supervise the administration of the budget after its approval by the Board of Directors and ensure monthly and annual reports that indicate the status of the budget and of the financial affairs of TTHSD 205.

### **Method for Achieving Goal:**

1. Facilitate a process to assess current systems and to align discretionary resources to support the district goals moving the district to the Government Finance Officers Association (GFOA) Standards.
2. Seek out new ways to improve the efficiency of TTHSD 205 financial operations by collaboratively working with district staff, building staff, the board of education and the community.
3. Strengthen and build community and business partners for potential initiatives.
4. Initiate steps to continue the long range strategic planning process including a financial forecast and communication plan.
5. Facilitate and update if necessary the district's strategic plan.



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## **GOAL #3: Climate and Culture**

**The Superintendent will create a culture that values all.**

**Standard 5:** Leading with Integrity and Professionalism

**Element:** Creates a Culturally Responsiveness Climate (c2)

**Job Description Alignment:** Develop, implement, and evaluate a comprehensive personnel development system for the TTHSD 205 employees that is embedded, ongoing, intentional and connected to the overall goals and initiatives of TTHSD 205 and its member districts; Provide leadership in professional development and support the planning and evaluation of a comprehensive staff development plan that supports the growth and development of TTHSD 205 staff and member districts (Board Goal #2 and Board Goal #3)

### **Method for Achieving Goal:**

1. Assess teacher and staff retention and collaboratively work with TTHSD 205 human resources department to seek out ways to improve retention while also improving the quality of candidates recruited and hired by the district.
2. Continue building a district Professional Learning Organization that will over time ensure student learning, district financial efficiency, and high-quality staff through teacher and administrative professional development and collaboration.



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### **GOAL #4: Communication**

**The Superintendent will create trust and respect throughout the District by fostering honest, consistent, and transparent communication between and among The Board of Education, District staff, Building Staff, families, and the community.**

**Standard 4: Building and Maintaining Collaborative Relationships**

**Element: Build On-Going Relationships (al)**

**Job Description Alignment:** Provide leadership in the development and maintenance of constructive and collaborative working relationships with local district personnel. (Board Goal #4)

### **Method for Achieving Goal:**

1. Collaborate and provide continuous communication within TTHSD 205 from all sectors: Central office, buildings/programs, parents, Board of Education, and the community.
2. Maintain a high level of visibility in the TTHSD 205 community.
3. Attend and support school programs, family events, and community events throughout Thornton Township.
4. Create and maintain a communication plan with the Board of Education that will keep them informed of major issues, needs, and events within the school district and community.