

## **SUPERINTENDENT'S EMPLOYMENT AGREEMENT**

This Superintendent's Employment Agreement ("Agreement") is made by and between the BOARD OF EDUCATION OF THORNTON FRACTIONAL HIGH SCHOOL DISTRICT NO. 215, COOK COUNTY, ILLINOIS (the "BOARD"), and MR. JOHN ROBINZINE ("SUPERINTENDENT"). This performance-based Agreement replaces the employment Agreement currently in effect between the Board and Superintendent ("Predecessor Agreement") as of the commencement date of this Agreement in Paragraph 1. In accordance with 105 ILCS 5/10-23.8, the Superintendent and Board confirm that the Superintendent met the goals and indicators of student performance and academic improvement in the Predecessor Agreement. In consideration of the mutual covenants and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **EMPLOYMENT/TERM** – The SUPERINTENDENT is hereby hired and retained from July 1, 2024 through and including June 30, 2026.

2. **SALARY** – For the first Agreement year of this Agreement (July 1, 2024 – June 30, 2025), the BOARD shall pay the SUPERINTENDENT Two-Hundred Five-Thousand Dollars (\$205,000.00) as salary. For the second Agreement year of this Agreement (July 1, 2025 – June 30, 2026), the BOARD shall pay the SUPERINTENDENT Two-Hundred Eleven-Thousand One-Hundred Fifty Dollars (\$211,150.00) as salary. Salary 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 such amounts as provided for in this Agreement, and other amounts required by law. A contract year shall be each period between July 1 and June 30 during the Agreement.

3. **DEFERRED COMPENSATION** – From the annual salary stated in paragraph 2 of this Agreement, 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 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.

In addition to all other contributions to retirement plans made under this Agreement and the salary stated in paragraph 2 of this Agreement, on behalf of the SUPERINTENDENT, the BOARD shall make a non-elective employer contribution each Agreement year to a 403(b) eligible product in accordance with the BOARD's 403(b) Plan, in the amount of Ten-Thousand Dollars (\$10,000). The SUPERINTENDENT has not had and shall not have the option to receive cash or any other form of compensation or benefit in lieu of this non-elective contribution.

4. **STUDENT PERFORMANCE AND ACADEMIC IMPROVEMENT** – This Agreement is a performance-based Agreement pursuant to 105 ILCS 5/10-23.8. It is linked to student performance and academic improvement goals established by mutual agreement of the parties and approved by the BOARD. The SUPERINTENDENT shall strive to meet the goals during the term of the Agreement and these goals shall be used as part of the measures that the BOARD uses to evaluate the performance of the SUPERINTENDENT. The performance goals and indicators for the SUPERINTENDENT are attached hereto as Exhibit A and incorporated by reference into this Agreement.

5. **DUTIES** – The duties and responsibilities of the SUPERINTENDENT shall be all those duties incidental to the office of the Superintendent of Schools, those set forth in the job description contained in the Board Policies (which may be amended from time to time), those obligations imposed by the laws of

the State of Illinois upon the SUPERINTENDENT, and those other duties as from time to time may be assigned to the SUPERINTENDENT by the BOARD that are incidental to the office of superintendent. The SUPERINTENDENT shall have charge of the administration of the School District under the policies of the BOARD. The SUPERINTENDENT shall from time to time suggest regulations, rules and procedures deemed necessary for the well-ordering of the School District. The BOARD reserves the right to reassign the SUPERINTENDENT to different duties offices and/or positions covered by the Teacher's Retirement System ("TRS") from time to time during the term of this Agreement, without loss of all pay, compensation, privileges, and benefits provided in this Agreement. The Superintendent acknowledges and agrees that she shall have no property interest in any specific job duties or office titles and may be transferred to other duties, offices and/or positions covered by the Teacher's Retirement System ("TRS") during the term of this Agreement without loss of all pay, compensation, privileges, and benefits provided in this Agreement. The SUPERINTENDENT agrees to devote such time, skill, labor and attention to employment, during the term of this Agreement, as needed in order to faithfully perform the duties assigned.

6. **EVALUATION** – The BOARD and SUPERINTENDENT agree that there shall be an annual evaluation of the SUPERINTENDENT'S performance by the Board of Education under this Agreement. The evaluation shall consider, but not be limited to, an examination of the SUPERINTENDENT'S administration of School Board policies, stewardship of the assets of the District, establishment and maintenance of educational goals, attainment of the student performance and academic improvement goals set forth in this Agreement, administration of personnel, and rapport with the School Board. The Board shall determine whether the Superintendent has met the performance goals attached as Exhibit A in accordance with Illinois law. Nothing herein prevents the BOARD from evaluating the SUPERINTENDENT more frequently than annually.

7. **LICENSE** – The SUPERINTENDENT shall at all times during the term of this Agreement and any extensions hereof maintain all necessary credentials required, including but not limited to, a valid and properly registered license to act as Superintendent of Schools, in accordance with the laws of the State of Illinois. The SUPERINTENDENT shall further acquire and maintain any necessary qualifications required by law in order to conduct performance evaluations of teachers and principals at all times during the term of this Agreement.

8. **OTHER WORK** – The Superintendent may undertake consultative work, speaking engagements, writing, lecturing or other professional duties and obligations, provided that those activities do not interfere with the effective performance of the Superintendent's duties and responsibilities as provided herein.

9. **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.
- D. Discharge for cause. "For cause" shall mean any conduct, act, or failure to act by the SUPERINTENDENT which is detrimental to the school district. Reasons for discharge for cause shall be given in writing to the SUPERINTENDENT, who shall be entitled to at least seven (7) days' notice and a hearing before the BOARD to determine whether such cause exists. If the SUPERINTENDENT chooses to be accompanied by legal counsel at this hearing, the SUPERINTENDENT shall bear any costs therein involved. The BOARD hearing shall be conducted in closed session.

- E. The SUPERINTENDENT'S permanent disability or incapacity, at any time after the SUPERINTENDENT has exhausted his accumulated sick and vacation leave and has been absent from his employment for a continuous period of three (3) months or presents to the BOARD 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, in accordance with applicable law. Such examination shall be performed by a physician licensed to practice medicine in all its branches, which is selected and paid for by the BOARD in accordance with applicable law.
- F. Death of the SUPERINTENDENT.
- G. Expiration of the term of this Agreement.

10. **PROFESSIONAL ACTIVITIES** –Subject to prior approval of the Board, the Board shall pay the annual dues and/or memberships fees for SUPERINTENDENT in appropriate professional organizations. Prior approval is not required for annual dues and/or membership fees for the following organizations: Illinois Association of School Administrators (IASA), National Association of School Administrators (NASA) and National Association of Black School Educators. The SUPERINTENDENT shall be encouraged to attend appropriate professional meetings, conferences and continuing education at the local, state and national levels. Within budget constraints, and with pre-approval by the BOARD, the costs of attendance at such meetings, conferences and continuing education shall be paid by the BOARD. It is expected that Superintendent will attend the IASA 2024 new superintendent conference. Prior approval is not required for SUPERINTENDENT to attend the following annual conferences: IASA annual conference, NASA conference, and the Joint Annual Conference. It is expected that Superintendent continue to attend meetings and participate in the Superintendents' Commission for the Study of Demographics and Diversity.

11. **VACATION, SICK and PERSONAL LEAVE** – The SUPERINTENDENT shall receive twenty-seven (27) workdays of vacation annually, exclusive of days when the office is closed, weekends and legal holidays. The Superintendent shall be permitted to carryover a maximum of five (5) vacation days from one Agreement year to the next. Any vacation days accumulated in excess of five (5) but not more than ten (10) at the end of any Agreement year shall be paid to Superintendent within sixty (60) days of each Agreement year. By executing this Agreement, the SUPERINTENDENT acknowledges notice of this provision. Vacation may not be taken in periods of time in excess of five (5) consecutive school days when school is in session without prior approval of the BOARD. Accumulated and unused vacation days which have not been used or forfeited and are remaining upon termination of this Agreement shall be paid on a per diem basis to the SUPERINTENDENT in a lump sum severance payment, thirty (30) days after the last day of TRS creditable service or last day of TRS creditable payment, whichever occurs later. Compensation for such vacation days shall be calculated at the per diem rate determined by the fraction of 1/260 multiplied by the annual gross compensation then paid to the Superintendent as provided in paragraph 2.

The SUPERINTENDENT shall be entitled to twelve (12) workdays of sick leave annually during the term of this Agreement. The sick days shall be earned on July 1 of each of year of this Agreement. Unused sick leave shall accumulate to any amount permitted by TRS. SUPERINTENDENT shall have access to the Administrators' Sick Bank upon making an initial contribution of five (5) days of sick leave.

The SUPERINTENDENT shall be entitled to three (3) workdays of personal leave annually during the term of this Agreement, which can be used for personal reasons or because of illness in the same manner as sick days. Earned personal leave, if not used during a school term, shall be treated as accumulated sick leave.

12. **HOSPITALIZATION/MAJOR MEDICAL INSURANCE** – The BOARD shall provide and pay 100% the premiums for hospitalization, major medical, vision and dental insurance for the SUPERINTENDENT and the spouse and the dependent members (as defined by the Agreement of insurance then in effect) of the SUPERINTENDENT's immediate family during the term of this Agreement, in accordance with the basic insurance coverage provided to certificated members of the professional staff.

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 face amount of Two-Hundred Five-Thousand Dollars (\$205,000), subject to all eligibility conditions of the District's group program carrier, and upon termination of this Agreement shall allow the SUPERINTENDENT to continue life insurance policy at his own expense, if permitted by the insurance carrier. The parties agree, however, that should the SUPERINTENDENT not qualify for coverage from a life insurance carrier, he is not entitled to the cash equivalent cost as a benefit.

14. **PHYSICAL EXAMINATION** - At least once during the term of this Agreement, the Superintendent shall obtain a comprehensive medical examination at the cost of the Board. A copy of the examination or a certificate of the physician certifying the physical competency of the Superintendent to perform his essential job functions shall be given to the President of the Board, who shall treat the information as confidential. The physician performing the medical examination shall be one licensed to practice medicine in all of its branches in the State of Illinois.

15. **TRANSPORTATION EXPENSE** – As a condition of employment, the SUPERINTENDENT shall be required to provide, at the SUPERINTENDENT's sole expense, a personally owned or leased automobile for use in performance of the SUPERINTENDENT's duties. It is recognized that the SUPERINTENDENT will incur certain expenses of a business nature for the use of said vehicle. Therefore, the Board of Education shall reimburse the SUPERINTENDENT Four-Hundred Fifty Dollars (\$450) per month for automobile travel expenses in lieu of the existing standard mileage reimbursement rate as outlined by the IRS Revenue Procedure.

16. **DISTRICT ISSUED TECHNOLOGY** - The District will issue to the Superintendent the following technology: office desktop computer, laptop, and district issued cellular telephone for the purpose of conducting district business. All items to be returned immediately upon completion of this Agreement.

17. **WAIVER OF TENURE** – In accordance with 105 ILCS 5/10-23.8, by accepting the terms of this multi-year Agreement, the SUPERINTENDENT waives all right of tenure granted under the *Illinois School Code* during the term of this Agreement.

18. **NON-RENEWAL** – In the event of a non-renewal of this Agreement, the BOARD shall take action to non-renew this Agreement and shall notify the SUPERINTENDENT in writing of such action along with the reasons therefore by April 1<sup>st</sup> of the final year of this Agreement. Failure of the BOARD to take such action by April 1<sup>st</sup> of the final year of this Agreement shall extend this Agreement for one (1) additional year.

19. **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:***

**Board of Education  
Thornton Fractional High School District No. 215  
18601 Torrence Avenue  
Lansing, IL 60438**

**With a Copy to:**

**Christopher L. Petrarca, Esq.  
Petrarca, Gleason, Boyle & Izzo, LLC  
1415 West 22<sup>nd</sup> Street – Suite 200  
Oak Brook, IL 60523  
[cpetrarca@petrarcagleason.com](mailto:cpetrarca@petrarcagleason.com)**

***If to the SUPERINTENDENT to:***

**Mr. John Robinzine  
[at the last address of the Superintendent  
contained in official Business Office  
records of the BOARD.]**

20. **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. The BOARD agrees to reimburse the SUPERINTENDENT for any such expenses, incurred by or on behalf of the BOARD, subject, however, to the SUPERINTENDENT’S substantiation and the BOARD’S approval of such expenses.

21. **TEACHERS’ RETIREMENT SYSTEM CONTRIBUTION** – In addition to the salary paid to the SUPERINTENDENT by the BOARD as expressed in Section 2 (above, the BOARD shall pick up and pay on the SUPERINTENDENT’S behalf, the SUPERINTENDENT’S entire contribution to the Illinois Teachers’ Retirement System (“TRS”) pursuant to the *Illinois Pension Code*. The BOARD’s reimbursement obligation described in this paragraph shall be limited to 9.4% of the SUPERINTENDENT’s creditable earnings. It is agreed that the SUPERINTENDENT shall be responsible for any contribution required by TRS in excess of the 9% contribution described herein. 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 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.

22. **TEACHERS’ HEALTH INSURANCE SECURITY FUND CONTRIBUTION** – The BOARD shall pick up and pay on behalf of the SUPERINTENDENT the entire member contribution to the Teachers’ Health Insurance Security (“THIS”) fund. The BOARD’s reimbursement obligation described in this paragraph shall be limited to 0.92% of the SUPERINTENDENT’s creditable earnings. It is agreed that the SUPERINTENDENT shall be responsible for any contribution required by TRS in excess of 0.92% of the SUPERINTENDENT’s creditable earnings. The BOARD shall remit this contribution to TRS as the fund’s collection agent.

23. **BACKGROUND INVESTIGATION** – The BOARD is prohibited from knowingly employing a person who has been convicted of committing or attempting to commit certain criminal offenses. If a

criminal background investigation report conducted as required by Illinois law reveals a prohibited conviction, this Agreement shall immediately become null and void.

24. **PROFESSIONAL LIABILITY** – The BOARD 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 BOARD provided the incident arose while the SUPERINTENDENT was acting within the scope of employment or under the direction of the BOARD 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.

25. **LIMIT UPON CREDITABLE EARNINGS** – Notwithstanding any other provision of this Agreement to the contrary, the SUPERINTENDENT’S total creditable earnings, as that term is defined by TRS at this time or at any time during this Agreement, shall not increase by any amount in excess of six percent (6%) from the previous school term. 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 Agreement.

26. **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, and the SUPERINTENDENT’S successors, assigns, heirs, executors, and personal representatives, and shall 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. The BOARD has relied upon the advice and representation of counsel selected by it respecting the legal liabilities of the parties, if any. The SUPERINTENDENT has relied upon the advice and representation of counsel selected by the SUPERINTENDENT.

G. Except as may otherwise be provided, no subsequent alteration, amendment, change, or addition to this Agreement shall 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 repeat, 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 herefrom, and the remainder of this Agreement shall continue to have its intended full force and effect.

**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 dates set-forth below.

SUPERINTENDENT

BOARD OF EDUCATION  
THORNTON FRACTIONAL  
HIGH SCHOOL DISTRICT 215  
COOK COUNTY, ILLINOIS

\_\_\_\_\_  
Mr. John Robinzine

By: \_\_\_\_\_  
President, Board of Education

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Secretary, Board of Education

Date: \_\_\_\_\_

## **EXHIBIT A**

### **Goals and Indicators of Student Performance and Academic Improvement**

- To ensure that the multi-ethnic community, parents, business partners, administrators, students, and staff work cohesively to create an academic, physical, emotional, social, and safe environment where everyone can learn and respect one another.
- Ensure that district-wide initiatives and professional development are results oriented and intentional.
- Ensure coherence between district level and building level teams.
- Ensure that proper protocols and procedures are implemented to reduce unnecessary diversions that takes away from student learning.
- Develop and maintain proper academic programming to ensure a graduation rate of 90 percent and above (87 percent).
- Provide appropriate interventions to reduce the chronic truancy rate by 5 percent (29 percent).
- Ensure that proper protocols and procedures are implemented to maintain safety and reduce suspension rate.
- Provide sustainable financial oversight.
- Continue to build academic articulations with feeder districts.
- Improve district-wide communication protocols and procedures.
- Reduce district failure rate by 15 percent, with assistance of corrective instructional methods.
- Successfully provide academic and social-emotional programming that will ensure that, in the first year, 80 percent of our 3RD year students participating in the new JASI program successfully attain the minimum number of credits to transition back to their home schools.
- Successfully achieve increases in Reading and Math scores through instructional and curricular improvements.
- Ensure that all students have access to the very best learning opportunities, with investments in modern resources and infrastructure improvements.
- Expand opportunities for academic and social growth through community, collegiate, and workforce partnerships, including engaging all students in higher education recruitment forums, fairs, collegiate visits, internships, hands-on projects, competitions, and sponsoring social events in conjunction with professional and community organizations.
- Increase student and staff involvement in community service initiatives.
- Continue improving infrastructure, safety, and crisis management procedures to ensure a healthy, safe, and inviting learning climate.
- In cooperation with the School Board, the administrator should develop a workable Behavior Interventions Committee to monitor all types of behavior interventions used in the schools. Special emphasis should be given to in-school and out-of-school suspension numbers (from the previous month) and should be reported by the administrator or her/his designee to the Board at each Committee of the Whole meeting.