

October 27, 2021

**RESOLUTION APPROVING AND RATIFYING  
CHIEF EXECUTIVE OFFICER'S EMPLOYMENT CONTRACT  
(PEDRO MARTINEZ)**

**WHEREAS**, in Board Resolution 21-0922-RS5 the Board delegated the authority to negotiate an employment contract with Chief Executive Officer Pedro Martinez ("Martinez") to the Board President;

**WHEREAS** the Board President and Martinez executed a contract subject to Board approval on September 30, 2021, and the Board President has submitted the contract to the full Board for approval and ratification;

**NOW THEREFORE BE IT RESOLVED THAT:**

- (1) The Board of Education approves and ratifies the employment contract between the Board of Education and Pedro Martinez dated and effective on September 29, 2021. The contract addresses the terms and conditions of CEO Martinez's employment including, among other things, starting salary (\$340,000.00), the term of the employment contract (through June 30, 2026), and benefits (health, vacation, 403b/457 plan participation). The approval and ratification are retroactive to September 29, 2021.
- (2) A copy of the contract shall be filed with the Secretary of the Board of Education.



## EMPLOYMENT CONTRACT CHICAGO PUBLIC SCHOOLS

This EMPLOYMENT CONTRACT (the “contract” or “agreement”) is entered into by and between the Board of Education of the City of Chicago (the “Board”), and PEDRO MARTINEZ, for services as the Chief Executive Officer (the “CEO”) of the Chicago Public Schools (“CPS”) (collectively “the parties”).

In consideration of the mutual promises contained herein, the Board and the CEO agree that this contract and the terms set forth between the parties reflect the parties’ understanding of the laws regarding appointment, duties, compensation, and termination. The parties agree as follows:

### 1. EMPLOYMENT.

In accordance with the provisions of Section 34-6 of the Illinois School Code, 105 ILCS 5/34-6, and subject to the terms of this contract, PEDRO MARTINEZ is hereby employed as the Chief Executive Officer of the Chicago Public Schools.

1.1 TERM. Under this contract the CEO is employed for a period of five years, following approval by the Board, beginning on September 29, 2021, and extending through June 30, 2026.

1.2 SALARY. The Board, as compensation for the duties set forth in this agreement, will pay the CEO an annual base salary at the rate of three hundred and forty thousand dollars (\$340,000) per year, payable in equal installments in the same manner as the salaries of other central office twelve-month administrators are paid. The Board is authorized to increase the annual base salary rate by up to three percent (3%) each year after the Board has conducted an annual performance review and issues an annual performance evaluation to the CEO as described in this agreement. Salary increases shall only be considered upon successful completion of a review period and performance evaluation as described in § 2.2. Any increase in base salary made during the term of this agreement shall be considered an amendment to this section of the agreement and shall become a part of the agreement.

1.3 TENURE. The CEO waives any rights to acquire tenure of any sort in the School District.

1.4 RESIDENCY. The CEO shall establish and maintain actual residency in the City of Chicago within six months of the effective date of this Agreement and shall maintain residency in the City of Chicago during the duration of the term of employment.

### 1.5 BENEFITS.

1.5.1 *Medical, Life, Accidental Death & Dismemberment* The Board shall provide the CEO with the usual and customary medical, life, AD&D, FSA and related benefits provided to all Board employees.

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1.5.2 *Paid Vacation Leave.* The Board shall gr





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### 4. TRANSPORTATION AND WORK -RELATED EXPENSES.

The Board shall provide the CEO with a driver for travel in a School District automobile to and from destinations within the Chicago Metropolitan Area in connection with the performance of the CEO's duties as described herein. In accordance with Board policies, the Board shall reimburse the CEO for reasonable work-related expenses incurred in the performance of the duties of the position.

### 5. INCAPACITATION.

If the CEO becomes incapacitated and subject to the CEO's rights, if any, under the federal Family and Medical Leave Act and any other applicable state or federal law, or if the CEO becomes physically or mentally unable to perform any substantial duty, with or wi

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CPS or the Board. If the CEO is terminated for cause during the term of this contract no severance shall be paid. Any compensation earned or reimbursements due up to the date of termination shall be paid in regular payroll installment payments until paid in full.

7.2 WITHOUT CAUSE. The Board, at its option, and by a minimum of thirty (30) days' notice to the CEO, or pay in lieu of notice, may unilaterally terminate this contract during its term without cause. In the event of such termination, before the contract term ends, the Board shall pay to the CEO, as severance pay, pursuant to the terms and conditions set forth in paragraph 8, an amount equivalent to and not to exceed the lesser of the balance of compensation that would be paid under this Agreement or twenty (20) weeks of compensation, to include any amounts considered as pay in lieu of notice. The base annual salary at the time of such termination shall be used to determine severance pay. Any payment shall be less applicable taxes and authorized deductions and shall be paid in regular payroll payments until paid in full.

7.3 MUTUAL AGREEMENT. This contract may be terminated by mutual agreement of the CEO and the Board in writing, upon such terms and conditions as may be mutually agreed upon.

7.4 RESIGNATION. The CEO may resign employment upon 30 days written notice to the Board. The Board in its sole discretion may accept the resignation as effective immediately after receipt of such notice.

### 8. SEVERANCE.

In accordance with the Government Severance Pay Act, 5 ILCS 415, no severance pay shall be paid if the Board, an overseeing Office of Inspector General, or any designated investigative entity finds that the CEO engaged in misconduct. Misconduct includes but is not limited to any of the following: (a) conduct that is a deliberate violation or disregard of reasonable standards of behavior of an employee; (b) intentional and substantial disregard of the employer's interests or the employee's duties; (c) chronic absenteeism or tardiness in deliberate violation of a known policy after a reprimand; (d) willful and deliberation violation of a state or local standard or regulation; (e) violation of the employer's rules; (f) other conduct, including criminal assault or battery on an employee, customer, invitee or abuse or neglect of someone under the employee's professional care.

### 9. RENEWAL.





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## 14. SEVERABILITY

If any portion of this agreement is declared by any court or adjudicative body to be invalid, the validity of the remaining portions will not be affected.

## 15. COUNTERPARTS AND ELECTRONIC SIGNATURES.

This agreement may be executed in any number of separate counterparts and by electronic signatures, each of which shall together be deemed an original, but the several counterparts shall together constitute one and the same instrument. In addition, the parties agree that an electronic signature shall be considered an original signature, and a copy of the agreement shall be considered an original instrument, and each, together or separately, shall become binding and enforceable as if original and the parties may rely on the same to prove the authenticity of the agreement.

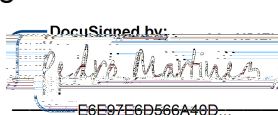
CHICAGO BOARD OF EDUCATION  
Chicago Public Schools  
School District 299

By:   
Miguel del Valle  
President

DocuSigned by:  
  
Attest: \_\_\_\_\_  
Estela G. Beltran  
Secretary

Date: September 29, 2021

CHIEF EXECUTIVE OFFICER  
Chicago Public Schools


By:   
Pedro Martinez  
Chief Executive Officer

DS  
MS

Date: September 29, 2021

Resolution No.:21-0922-RS5

Approved as to legal form:

DocuSigned by:  
  
\_\_\_\_\_  
Joseph T. Moriarty  
General Counsel