SUPERINTENDENT EMPLOYMENT CONTRACT

THIS CONTRACT made this 8th day of June, 2011, by and between BOARD OF EDUCATION OF PARIS COMMUNITY UNIT SCHOOL DISTRICT NO. 4 (hereinafter referred to as "the Board"), and Lorraine Bailey (hereinafter referred to as "the Superintendent"), pursuant to a Motion of the Board at a meeting of the Board held on June 8, 2011, as found in the Minutes of that meeting.

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.

W I T N E S S E T H :

For and in consideration of the mutual promises hereinafter contained, it is covenanted and agreed by and between the parties as follows:

1. **TERM.** The Board hereby employs Lorraine Bailey as the Superintendent of Schools in and for Paris Community Unit School District No. 4 for a period of four (4) years, commencing July 1, 2011 and ending June 30, 2015.

2. **DUTIES.** The duties and responsibilities of the Superintendent shall be all those duties incident to the office of the Superintendent as promulgated by the Board and all duties and responsibilities imposed by the laws of the State of Illinois upon the Superintendent; and in addition, the Superintendent shall serve as the Chief Administrative Officer of the Board and shall perform such other duties incidental to the office of the Superintendent as from time to time may be assigned to the Superintendent by the Board.

3. **SALARY.** In consideration of the performance of the duties of the Superintendent, the Board shall pay to the Superintendent as base annual salary for the period extending from July 1, 2011 to June 30, 2012, the total sum of no less than One Hundred Twenty-Seven Thousand Five Hundred Seventy-Two Dollars and 00/100 ($127,572.00), which amount shall be payable in substantially equal installments in accordance with the payroll procedures of the District. For each subsequent contract year, the Superintendent shall be paid an amount equal to an increase of six percent (6%) over the Superintendent's Teachers' Retirement System ("TRS") creditable earnings for the previous year of employment. Notwithstanding any other provision in this Contract, in no event shall the Superintendent's total creditable earnings from employment in the District increase by more than six percent (6%) from one school year to the next or be otherwise increased so as to create liability on the part of the Board or District for any portion of Superintendent's retirement annuity, or result in any District or Board paid penalty to TRS.

4. **PENSION.** In addition to the Superintendent's salary, the Board shall pay on behalf of the Superintendent the full amount of an employer paid pension contribution to the Teachers' Retirement System pursuant to 40 ILCS 5/16-152, *et seq.* In the event the percentage of salary which is due to TRS increases during the term of this Contract, the amount of salary provided in Paragraph 3 shall be adjusted so that the Superintendent's total creditable compensation does not increase by more than six percent (6%) in any year.

5. **T.H.I.S.** In addition to the Superintendent's salary, the Board shall pay the full amount as specified by law on behalf of the Superintendent to the Teacher Health Insurance Security Fund.

6. **MEDICARE.** In addition to the Superintendent's salary, the Board shall pay the Superintendent's contribution for Medicare in an amount as required by law.

7. **PERFORMANCE PROVISIONS.** The parties recognize that a multi-year contract cannot be executed as a matter of law (105 ILCS 5/10-23.8) unless the contract contains performance goals and objectives. The parties have met, discussed and agreed upon the performance goals and objectives set forth in Appendix I, attached hereto and incorporated herein by reference.

8. **EVALUATION.** Annually, but not later than March 1 of each calendar year, the Board shall review with the Superintendent her progress toward established goals and working relationships among the Superintendent, the Board, the faculty, the staff and the community, and shall consider the Superintendent's salary for the subsequent year of the Contract, provided that it shall be the affirmative duty of the Superintendent annually to notify the Board to begin the evaluation process.

9. **EXTENSION AT END OF TERM.** At the time of the final annual evaluation and assessment under this Contract, the Board and the Superintendent shall engage in discussions from which the parties may mutually agree to extend the employment of the Superintendent for a multi-year period not to exceed five (5) years. If the Board determines not to extend the Contract, the Board shall notify the Superintendent in writing so that the Superintendent receives the notice not later than April 1, 2015. In the event the Contract is extended, the Board and the Superintendent shall establish additional goals designed to enhance District-wide student performance and academic achievement as well as the indicators to measure same. Nothing in this paragraph shall prohibit the parties from mutually agreeing to extend the Contract prior to April 1, 2015, if the goals are met, nor shall this paragraph prohibit the parties from entering into a new employment agreement.

10. **CERTIFICATION.** The Superintendent shall furnish the Board, during the life of this Contract, a valid and appropriate certificate to perform duties as the Superintendent in accordance with the laws of the State of Illinois and as directed by the Board.

11. **CRIMINAL RECORDS CHECK.** Pursuant to 105 ILCS 5/10-21.9, boards of education are prohibited from knowingly employing a person who has been convicted of committing or attempting to commit the named crimes therein. If a fingerprint based criminal

records check required by Illinois law is not completed at the time this Contract is signed, and the subsequent investigation report reveals there has been such a conviction, this Contract shall immediately become null and void.

12. **DISCHARGE FOR CAUSE.** Throughout the term of this Contract, the Superintendent shall be subject to discharge for cause provided, however, the Board shall not arbitrarily or capriciously call for dismissal and the Superintendent shall have the right to service of written charges, notice of hearing and a hearing before the Board. If the Superintendent chooses to be accompanied by counsel at such hearing, all such personal expenses shall be paid by the Superintendent. Failure to comply with the terms and conditions of this Contract shall also be sufficient cause for purposes of discharge as provided in this Contract.

13. **DISABILITY.** Should the Superintendent be unable to perform the duties and obligations of this Contract, by reason of illness, accident or other cause beyond the Superintendent's control and such disability exists after the exhaustion of accumulated leave days and vacation days during any school year, the Board, in its discretion, may make a proportionate deduction from the salary stipulated. If such disability continues for sixty (60) school days after the exhaustion of accumulated leave days and vacation days during any school year, or if such disability is permanent, irreparable or of such nature as to make the performance of the Superintendent's duties impossible, the Board, at its option, may terminate this Contract, whereupon the respective duties, rights and obligations of the parties shall terminate. Prior to termination for disability, the Superintendent may request closed session hearing before the Board.

14. **TERMINATION BY AGREEMENT.** During the term of this Contract, the Board and the Superintendent may mutually agree, in writing, to terminate this Contract.

15. **REFERRALS TO SUPERINTENDENT.** The Board and its individual members collectively and individually shall refer promptly all criticisms, complaints and suggestions called to their attention to the Superintendent for study and recommendation.

16. **VACATION.** The Superintendent shall be entitled to twenty (20) vacation days annually, exclusive of legal holidays, Saturdays and Sundays. Vacation shall be taken subject to approval of the Board, shall be taken within fifteen (15) months of the year in which it is earned and shall not be cumulative.

17. **INSURANCE BENEFITS.** The Board shall not be responsible for payment of health insurance premiums on behalf of the Superintendent. The Superintendent may elect to participate in the District's Section 125 Plan, but the Superintendent shall be solely responsible for the payment of such health insurance premiums.

18. **SICK LEAVE.** The Superintendent shall be entitled to eighteen (18) days of sick leave annually. Earned sick leave shall accumulate as provided in the collective bargaining agreement between the Board of Education and the exclusive representative of the certificated employees of the District, and shall be subject to such other provisions as may be contained in school district policies, rules and regulations.

19. **PERSONAL LEAVE.** The Superintendent shall be allowed three (3) days of personal leave each year upon prior notice to the Board, if possible. Said personal days can be used as sick leave if necessary. Any unused personal leave shall accumulate as sick leave.

20. **BEREAVEMENT LEAVE.** The Superintendent shall be entitled to the same number of bereavement leave days annually as other certified staff of the District, as provided in the collective bargaining agreement between the Board of Education and the exclusive representative of the certificated employees of the District, and shall be subject to such other provisions as may be contained in school district policies, rules and regulations.

21. **PROFESSIONAL ACTIVITIES.** The Superintendent shall be encouraged to attend appropriate professional meetings at the local, state and national levels. Within budget constraints and after presentation of vouchered expenses, such costs of attendance shall be paid by the Board pursuant to its policies, rules and regulations. The Superintendent shall be allowed to attend no more than one (1) national meeting per year.

22. **DUES.** The Board shall pay up to One Thousand and 00/100 Dollars ($1,000.00) or as otherwise agreed by the Board for the cost of the Superintendent's annual membership dues in the following organizations:

- Professional organizations such as the American Association of School Administrators and Illinois Association of School Administrators;
- Community service organizations; and
- Others.

23. **MILEAGE REIMBURSEMENT.** The Board shall reimburse the Superintendent at the rate allowed by the Illinois Department of Transportation for vouchered reimbursable mileage expenses incurred by the Superintendent while using the Superintendent's personal vehicle for the conduct of approved School District business. Reimbursement shall be pursuant to the School District's policies, rules and regulations.

24. **NOTICE.** Any notice required under this Contract shall be in writing and shall become effective on the day of mailing thereof by first class, registered or certified mail, postage prepaid, addressed:

To the Board:

President, Board of Education
Paris C.U.S.D. No. 4
P.O. Box 160
Paris, IL 61944

To the Superintendent:

Lorraine Bailey
(The address listed in current
school district records)

25. **CONTENT OF AGREEMENT.** This Contract contains all 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. Except as may otherwise be provided herein, no subsequent alteration, amendments, change or addition to this contract shall be binding upon the parties unless reduced in writing and duly authorized and signed by each of the parties.

26. **AGREEMENT GOVERNED BY ILLINOIS LAW.** This Contract is executed in Illinois, and shall be governed in accordance with the laws of the State of Illinois in every respect.

27. **RELEVANT LAW.** This Contract is authorized under the provisions of 105 ILCS 5/10-23.8.

28. **SURVIVAL OF CONTRACT.** This Contract shall be binding upon the parties hereto, their successors and assigns.

29. **SAVINGS CLAUSE.** If any portion of this Contract is deemed to be illegal or unenforceable, the remainder thereof shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Contract 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 written above.

Lorraine Bailey
The Superintendent

PARIS COMMUNITY UNIT
SCHOOL DISTRICT NO. 4

By: Keith Logsdon
President, Board of Education

ATTEST:

Paul A Potts
Secretary, Board of Education

Appendix I

Superintendent's Goals, Indicators, and Measurements

Goal 1: **The Superintendent will provide the leadership for the district and all students within the district to improve reading achievement in accordance with the State of Illinois and the No Child Left Behind Act.**

Indicators: To the extent that the school community and the Board of Education provide the resources and support necessary, the Superintendent will provide:

1. Training programs for teachers in the teaching of reading.
2. Curriculum improvements as recommended by research, district's reading teachers, and staff.
3. An ongoing reading improvement assessment program.

Measurement: Annually, the Superintendent will provide the Board of Education:

1. A fall update of the previous year's reading achievement scores by grade level.
2. An update of the activities of the Reading Committee.

Goal 2: **The Superintendent will provide the leadership within the community and with the Board to complete a new high school building project.**

Indicators: 1. The Superintendent shall meet with the architect, construction manager, and others as appropriate to develop plans for the construction of a new high school that is pleasing in appearance, is functional, provides a safe learning environment for students, and is cost effective to the extent possible.

2. The Superintendent shall keep Board members informed of potential decisions and cost approximations associated with those decisions.

3. The Superintendent shall work with the Board, community members, architects, construction manager, and others as appropriate during the construction of a new high school building supplying data and help as needed throughout the project to its completion.

Measurement: The Superintendent will report to the Board the status of the building project throughout the entire process.

Goal 3: **The Superintendent shall examine the feasibility of a consolidation with District 95 and/or other districts in the county.**

Indicators: To the extent that the school community and the Board of Education provide the resources and support necessary, the Superintendent will provide the opportunity to examine the current situation and to work for a possible reorganization in order to improve the quality of education.

Measurement: The Superintendent will provide the Board of Education a report outlining the progress made toward the goal.