

## EMPLOYMENT AGREEMENT

This AGREEMENT is made this 13th day of May, 2010, by and between the BOARD OF EDUCATION OF LINCOLN-WAY COMMUNITY HIGH SCHOOL DISTRICT #210, Will County, Illinois (hereinafter referred to as "the Board") and Lawrence A. Wyllie (hereinafter referred to as "the Superintendent"); has been approved by a resolution adopted at the meeting of the Board held on May 13, 2010, and is appended to the minutes of said meeting.

### IT IS AGREED:

1. Employment - The Superintendent is hereby hired and retained from July 1, 2010, through and including June 30, 2015, as Superintendent of Schools and Chief Executive Officer of the District.

2. Duties - The duties and responsibilities of the Superintendent shall be all those duties incident to the office of Superintendent as set forth in the job description (contained in Board Policy, as adopted, and amended from time to time), the attainment of the Goals and Objectives set forth in this Agreement, those obligations imposed by laws of the State of Illinois upon the Superintendent, and in addition thereto, to perform such other professional duties customarily performed by a Superintendent of Schools as time to time may be assigned to the Superintendent by the Board.

3. Student Performance, Academic Achievement, and Other Goals - This Agreement is a performance-based contract. The Superintendent shall meet the student performance, academic improvement, and other goals described in the attachment list as "Goals and Objectives" during the term of this Agreement, which the parties agree are goals which are linked, in part, to student performance and academic improvement within the schools of the District. These goals shall be used by the Board to measure the performance and effectiveness of the Superintendent, along with such other information as the Board may determine. (Goals and Objectives Exhibit A attached).

4. Compensation - The compensation package shall be equal to the total compensation paid in the prior contract period. Each year for the balance of this contract, the salary increase will be equal to the average salary increase approved by the board for all administrators. The Superintendent hereby agrees to devote such time, skill, labor and attention to his employment, during the term of this Agreement (except as otherwise provided in this Agreement), in order to perform faithfully the duties of Superintendent of Schools. Said base salary compensation shall be paid in equal installments in accordance with the policy of the Board governing payment of salary to other certificated members of the administrative staff, less such amounts as provided for in this Agreement, and other amounts as may be required by law. Compensation for administrative services shall be paid according to a schedule mutually agreed upon by the Board of Education and the Superintendent.

In addition to the gross compensation paid to the Superintendent by the Board as expressed herein, the Board shall pick up and pay on the Superintendent's behalf, the Superintendent's entire annual contribution to the Illinois Downstate Teachers' Retirement System. 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 1954, 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 the State of Illinois Downstate Teachers' Retirement System.

5. Retirement - The superintendent will **try to give** written notice of his retirement no later than 13 months before his retirement date of July 1 of a given year. The board may waive any or all of the 13-month notification period if in the sole determination of the board, there exists extraordinary circumstances that warrant a reduction in the notification period.

6. Evaluation - The Board and Superintendent agree that during each year of this Agreement and no later than April 1, there shall be an evaluation of the Superintendent's performance. A substantial portion of the evaluation shall focus upon the Superintendent's performance regarding the goals and objectives mutually agreed to by the Board and Superintendent. In addition, the evaluation shall consider, but not be limited to, the administration of personnel, management of the District's resources, rapport with the School Board and Administrators and such other factors of appraisal relating to the duties of the Superintendent as required in this Agreement.

7. Certificate - The Superintendent shall furnish to the Board during the term of this Agreement, a valid, appropriate and properly registered certificate to act as Superintendent of Schools, in accordance with the laws of the State of Illinois.

8. Other Work - The Superintendent may undertake remunerated consultation work, speaking engagements, lecturing, or other professional duties and obligations only with prior consent of the Board President.

9. Termination of Agreement - This employment contract may be terminated by:

- a) Mutual agreement of the parties.
- b) Retirement.
- c) For good and just causes, provided, however, that the Board does not arbitrarily or capriciously call for his dismissal and that the Superintendent shall have the right to written charges, notice of hearing, and a hearing before the Board. If the Superintendent chooses to be accompanied by legal counsel at the hearing, he will assume the cost of his legal expenses. Failure to comply with the terms and conditions of this Agreement shall also be sufficient cause for discharge as provided herein. Nothing herein shall prohibit the Board from suspending the Superintendent with or without pay pending completion of the requirements of this paragraph. After the effective date of any such dismissal the Superintendent shall not be entitled to any further payments of compensation of any kind under this Agreement, except that the Superintendent shall be entitled to any vested benefits payable under the terms and provisions of the Illinois Teachers' Retirement System.



- d) Disability of Superintendent - In the event of an illness or incapacity of the Superintendent which renders him unable to perform his duties as stated herein for a period of four (4) months, such disability when declared by the Board shall terminate this Agreement. Prior to making such determination the Board shall receive the advice of such physician or physicians as it deems necessary. In the event this Agreement is terminated under the provisions of this Paragraph, the Board shall retain in force and effect on behalf of the Superintendent such coverages of health and accident insurance as are in effect at the time of the onset of the illness or incapacity until he recovers from the same. In the event his Agreement is so terminated prior to the exhaustion of the Superintendent's sick leave days, such termination shall not take effect until his sick leave days are exhausted. The Board may, upon receipt of advice from such physician(s) as it may reasonably require, temporarily relieve the Superintendent from his duties during his illness or incapacity.
  - e) Failure to substantially attain the Goals and Objectives, including those relating to student performance and academic improvement, as set forth in this Agreement.
10. Professional Activities - The Board wants the Superintendent to participate, at a professional level, in relevant local and state professional organizations, meetings, and conferences. The Superintendent shall be encouraged to attend a national conference or relevant professional meeting annually. Within budget constraints, as approved by the Board, such costs of attendance will be paid by the Board. The organizations for which the Board shall pay the membership dues of the Superintendent shall include, but not be limited to:
- American Association of School Administrators
  - Illinois Association of School Administrators
  - Superintendents' Round Table/Study Club of Northern Illinois
  - Will County School Administrators' Organization
  - Association of School Business Officials
11. Medical Examination - At least once each year during the term of this Agreement, the Superintendent shall obtain a comprehensive medical examination, the cost of which shall be paid by the Board. A copy of the examination or a certificate of the physician certifying the physical ability of the Superintendent shall be given to the President of the Board within thirty (30) days after the examination. The physician performing the medical examination shall be one licensed to practice medicine in all of its branches and shall be chosen by the Board.
12. Vacation - The Superintendent shall receive twenty-five (25) workdays of vacation annually, exclusive of weekends and legal holidays. Vacation days shall not be cumulative except by Board resolution. Specific vacation dates shall be subject to the approval of the Board President.
13. Other Benefits and Leave - The Superintendent shall be allowed such other privileges, leaves, sick leave and fringe benefits not specifically enumerated as

are extended to all other certified administrative personnel, except as hereinafter set forth.

14. Sick Leave - Personal Business/Emergency Leave - The Board shall extend to the Superintendent paid sick leave or personal business/emergency leave in the amount of fourteen (14) days per fiscal year. Unused portions of the time allowed for such absence shall accumulate to the total number of workdays in the Superintendent's work year, exclusive of legal holidays and vacation days. All accumulated and unused sick days will be reimbursed at \$25.00 per day at retirement. Sick leave shall be defined and interpreted in accordance with the applicable provisions of the Illinois School Code. The definition of personal business/emergency leave shall be the same as that found in the District #210 Board of Education Policy Manual, Chapter 6.3.G.a.
15. Health Care Insurance Program - The Board shall provide a health care insurance program equivalent to that received by other district administrators, to include hospitalization, dental and vision, for the Superintendent and the Superintendent's eligible dependents by paying ninety-five percent (95%) of the premium cost of coverage on behalf of the Superintendent and eligible dependents. Payment will be made to the Board-approved District #210 group health insurance program agent.
16. Term Life Insurance - The Board shall provide and pay the premiums for term life insurance for the Superintendent during the term of this Agreement in the amount of Three Hundred Sixty Thousand Dollars (\$360,000). The Board shall assign the ownership of the term life insurance policy to a person or trust designated by the Superintendent, and upon termination of this Agreement shall allow said owner or trust to continue said life insurance policy then at its (or his) own expense.
17. Transportation Expense - As a condition of employment, the Superintendent shall be required to provide, at his sole expense, a personally owned or leased automobile for use in his duties. The Superintendent shall pay all associated costs for such use including, but not limited to, license, sticker, fees, fuel, repairs, parking, tolls and insurance. The Board shall reimburse the Superintendent during the term of this Agreement for necessary automobile travel outside of Will County. This reimbursement shall be at the highest permissible rate per mile under the Internal Revenue Code of 1986, and Regulations promulgated thereunder, and shall be based on mileage traveled by the Superintendent, which will be substantiated by a mileage log provided by the Superintendent, from the point of origin to the point of destination and return.
18. Waiving Tenure - By accepting the terms of this Agreement, the Superintendent waives all rights of tenure granted under Sections 24-11 through 24-16 of the Illinois School Code during his employment as Superintendent of Schools.
19. Extension of Agreement - Non-Renewal - This Agreement shall be reviewed by the Board and the Superintendent annually on or before March 1 of each year.

Absent such action by the parties, the contract termination date shall not be extended automatically.

20. The parties acknowledge that the Superintendent has certain rights granted by law, including, but not limited to, the right to a hearing and other procedural safeguards relative to the terms of this Agreement. However, the parties acknowledge that there may exist circumstances during the term of this Agreement when the Board may desire a change of administrative leadership with or without cause for the Superintendent's dismissal. In such event, the Board may desire to cancel this Agreement, and if so, the Superintendent should desire to safeguard his professional reputation. In such event, the following conditions shall prevail:

a. The Board may cancel and rescind this Agreement at any time, and, in such an event, if voted by resolution of the majority of the elected Board, it shall serve written notice of the same on the Superintendent by personal delivery, without the necessity for stating reasons therefore.

b. In such an event, the Superintendent shall be required to waive any and all rights to challenge such action, and shall, upon receipt of such notice, waive any rights of hearing, service of reasons for such action, tenure, right to continued employment, and the like, whether provided by law, policy, custom or practice of the Board.

c. Upon such action being taken by the Board and notice of the same being served on the Superintendent, in order to validate such action, and as a contractual condition precedent thereto, the Board shall pay the Superintendent the following sums of money, in lawful tender, at the time of such notice:

<u>If such notice is</u> <u>Served on or before:</u>	<u>The Board shall pay</u> <u>the following sum:</u>
(1) December 31, 2010	\$743,457
(2) June 30, 2011	\$619,547
(3) December 31, 2011	\$495,638
(4) June 30, 2012	\$371,728
(5) December 31, 2012	\$247,819
(6) June 30, 2013	\$123,909
(7) December 31, 2013-2015	\$123,909

d. Upon faithful and perfect compliance with the provisions of this section, the parties agree:

- (1) To release each other unconditionally from any claim against each other.
- (2) To make no public statement about each other which in any way comments concerning either party or their performance in office.



(3) To make no claim that the Superintendent was fired, discharged or disciplined in any way.

e. The parties acknowledge and agree that the payments to the Superintendent required herein are in the form of liquidated damages and compensation for a release of rights, but not penalties or forfeitures,

f. The parties further agree that the provisions of this section shall not apply to a for-cause dismissal.

21. Notice - Any writing 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, to:

Board of Education  
Lincoln-Way Community High School District #210  
New Lenox, Illinois

If to the Superintendent, to:

Lawrence A. Wyllie

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

22. 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. As such, the Board agrees to reimburse the Superintendent for any such expenses incurred by him on behalf of the Board, subject, however, to the Board's approval of such expenses.

23. Retirement - Upon retirement, the Superintendent and his spouse will have lifetime staff privileges regarding the fitness center, the field house, and the pool, as long as they remain residents of District #210.

24. Miscellaneous -

24.1 This Agreement has been executed in Illinois, and shall be governed in accordance with the laws of the State of Illinois in every respect.

24.2 Paragraph headings and numbers have been inserted for convenience of reference only, and if there shall be any conflict between such headings and numbers and the test of this Agreement, the text shall control.

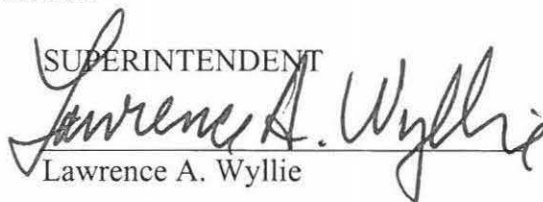
24.3 This Agreement may be executed in one or more counterparts, each of which shall be considered an original, and all of which taken together shall be considered one and the same instrument.

24.4 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.

24.5 This Agreement shall inure to the benefit of the parties, their successors, assigns, heirs, executors and personal representatives, and shall be binding upon the Board, its successors and assigns.

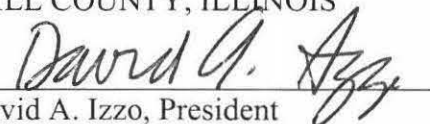
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in their respective names and in the case of the Board, by its President and Secretary on the day and year first above written.

May 27, 2010  
Date

SUPERINTENDENT  
  
Lawrence A. Wyllie

BOARD OF EDUCATION,  
LINCOLN-WAY COMMUNITY  
HIGH SCHOOL DISTRICT #210,  
WILL COUNTY, ILLINOIS

May 27, 2010  
Date

  
David A. Izzo, President

ATTEST:

  
Christopher A. Kosel, Secretary

May 27, 2010  
Date

ADDENDUM A

ADDENDUM TO EMPLOYMENT AGREEMENT FOR LAWRENCE WYLLIE

On July 1, 2010 and on the first of each month until June 30, 2015, a sum of \$4876.80 will be sent directly to a board funded annuity of the Superintendent's choice.

May 27, 2010  
Date

David A. Izzo  
David A. Izzo, President

May 27, 2010  
Date

Lawrence A. Wyllie  
Lawrence A. Wyllie, Superintendent

May 27, 2010  
Date

Christopher A. Kosel  
Christopher A. Kosel, Secretary



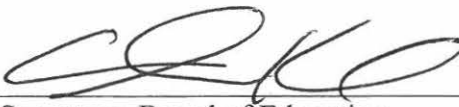
ADDENDUM B

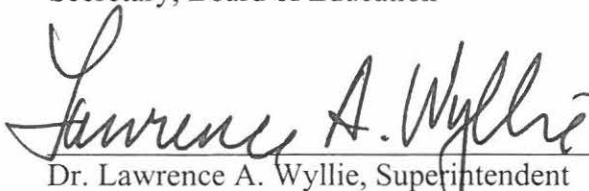
ADDENDUM TO EMPLOYMENT AGREEMENT FOR LAWRENCE WYLLIE

The employment agreement between the Board of Education at Lincoln-Way High School District 210 and Lawrence Wyllie contains provision for a **board-funded annuity**. The annuity is currently held in the name of the Board of Education and the beneficiary is Lawrence Wyllie. It is the decision of the Board of Education that the ownership of the annuity transfer to Lawrence Wyllie at the time Lawrence Wyllie terminates his employment with the Board of Education. Therefore, it is agreed as follows:

1. **Board of Education of Lincoln-Way High School District 210, Will County, has made the decision to transfer the ownership of the annuity policy entitled AXA Equitable Life Insurance Company, EquiVest, Contract #204500933, Series 700, to Dr. Lawrence Wyllie at the termination of Wyllie's employment with the Board of Education.**
2. This decision shall bind the Board of Education's successors and assigns.
3. This addendum was approved by the Board of Education by roll call vote at an open meeting on May 27, 2010, 2010.

  
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President, Board of Education

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

  
\_\_\_\_\_  
Dr. Lawrence A. Wyllie, Superintendent

May 27, 2010  
\_\_\_\_\_  
Date