

SUPERINTENDENT'S EMPLOYMENT CONTRACT

HAVING FOUND the Superintendent has met the goals and indicators of students performance and academic performance contained in the contract dated April 18, 2013 the parties enter into a **RETIREMENT AGREEMENT** made this 15th day of August, 2013, by between the BOARD OF EDUCATION OF CALUMET CITY SCHOOL DISTRICT NO. 155, COOK COUNTY, ILLINOIS, hereinafter referred to as the "Board," and, TROY A. PARADAY, hereinafter referred to as the "Superintendent," in consideration of the mutual covenants and promises contained herein.

A. EMPLOYMENT AND COMPENSATION

1. **Salary and Term of Employment.** The Board hereby employs the Superintendent for five (5) years, commencing on November 1, 2013, and terminating on October 31, 2018. The base salary for the 2013-2014 school year shall be Two Hundred Forty Five Thousand, Twenty Three Dollars (\$245,023.00). The salary shall be payable in equal installments in accordance with the rules of the Board governing payments of other administrative staff members in the District. The Superintendent hereby accepts employment upon the terms and conditions hereinafter set forth.

As the Superintendent has provided notice of retirement, by submitting an irrevocable letter of retirement, pursuant to Section C, Paragraph 9(d), the Superintendent's annual salary for the remaining contract years shall be as provided in Section C, Paragraph 9(d). Beginning with the 2014-2015 contract year, the Superintendent's annual TRS creditable earnings shall be increased six percent (6%) over the preceding contract year's annual TRS creditable earnings.

Any adjustment in salary made during the life of this Contract shall be in the form of an amendment and shall become a part of this Contract, but it shall not be considered that the Board has entered into a new contract with the Superintendent or that the termination of the existing contract has been extended.

2. **Teachers' Retirement System, Teachers' Health Insurance Security Fund, and Medicare Tax.** In addition to the annual salary and other compensation stated in this contract, the Board shall pay on behalf of the Superintendent to the State of Illinois Teachers' Retirement System and Teachers' Health Insurance Security Fund the Superintendent's entire required contributions to said pension system and health fund. The Superintendent shall not have any right or claim to said amounts, except as they may become available at the time of retirement or resignation from the State of Illinois Teachers' Retirement System. Both parties acknowledge that the Superintendent did not have the option of choosing to receive the contributed amounts directly, instead of having such contributions paid by the Board to the Teachers' Retirement System and Teachers' Health Insurance Security Fund, and further acknowledge that such contributions are made as a condition of employment to secure the Superintendent's

future services, knowledge and experience. The Board shall also be responsible for paying the required employee Medicare Tax contributions on behalf of the Superintendent.

B. CONDITIONS OF EMPLOYMENT

1. **Certificate.** During the term of this contract, the Superintendent shall hold a valid and properly registered certificate issued by the State of Illinois Teachers' Certification Board qualifying him to act as Superintendent of the School District.
2. **Waiver of Tenure.** By accepting the terms of a multi-year contract, the Superintendent acknowledges that he waives all rights granted to him under Sections 24-11 through 24-16 of the Illinois *School Code* for the duration of his employment as a Superintendent of the School District.
3. **Medical Examination.** The Superintendent shall have an annual comprehensive physical examination. The Board will provide the Superintendent with a \$750.00 stipend to obtain the medical examination. A copy of the examination or a certificate of the physician certifying the physical competency of the Superintendent shall be on file at the School District Office.

C. BENEFITS

1. **Reimbursement of Business Expenses.** The Board shall reimburse the Superintendent for reasonable monthly expenses incurred in the performance of his duties pursuant to Board policy.
2. **Automobile Transportation Expenses.** For each contract year, the Board shall pay the Superintendent the amount of \$500.00 per month. The Superintendent shall be responsible for the acquisition and maintenance of his automobile, including repair and upkeep, insurance, gasoline and oil and related business and personal vehicle expenses.
3. **Insurance Benefits.** The following insurance benefits shall be provided at Board expense:
 - a) Major medical and hospitalization insurance for the Superintendent and his family as provided under any program effective in the District;
 - b) Dental and vision insurance for the Superintendent and his family;
 - c) Long-Term Disability insurance, selected by the Superintendent;
 - d) Term life insurance in the amount of \$187,500;

- e) Liability insurance; and
 - f) Any other fringe benefits which are extended to other Unions.
4. **Sick, Vacation and Personal Leaves.** The Superintendent shall receive thirty (30) work days of vacation annually, exclusive of legal holidays and school holidays, other non-student attendance days during the regular school session, and shall be afforded the same sick leave and personal leave, as other professional staff members in the district, annually. Unused, earned sick leave, unused vacation days and unused personal business days shall be allowed to cumulative, without limit. The Superintendent, at his discretion, may submit for payment, at the current per diem, any unused sick, personal or vacation day. The Superintendent will direct the payroll department if the payment for the unused sick, personal, or vacation days is to spread out over numerous pay periods, in one lump sum check, or credited towards a tax-deferred annuity. The Superintendent shall be paid at the current per diem rate for all unused sick, personal, and vacation days upon retiring from the School District. The Superintendent's work year will be defined as two hundred thirty (230) days.
5. **Professional and Civic Organizations.** The Superintendent shall be reimbursed for all dues and membership fees to a reasonable number of professional organizations. The Superintendent is also encouraged to participate in local civic and fraternal organizations in the interest of promoting a better understanding of the District and its concerns. The Board shall pay the dues incurred through membership in such organizations.
6. **Professional Meetings Attendance.** The Superintendent may attend appropriate professional meetings of the Superintendent's choice at the local and state levels, the expenses of said attendance to be incurred by the District. The Superintendent may attend one conference/convention at the national level per year, the expenses of said attendance to be incurred by the District. The Board expects the Superintendent to continue his professional development and expects him to participate in relevant learning experiences. The Superintendent shall file an itemized expense statement with the clerk.
7. **Annuities and Deferred Compensation.** The Board shall make a non-elective employer contribution to a 403(b) tax-sheltered annuity, each contract year, no later than August 1st of every contract year in the amount equal to ten percent (10%) of the Superintendent's annual base salary.

From the annual salary stated in paragraph A.1 of this contract, the Superintendent may authorize a salary reduction in order that the Board may purchase an annuity policy for the Superintendent as described in Section 403(b) of the Internal Revenue Code, provided that the Superintendent confirms that any such deferrals

or reductions for purchase of annuities are within Internal Revenue Code limitations.

8. **Performance Stipend.** Each contract year, the Superintendent shall receive a performance stipend in the amount of Four Thousand Dollars (\$4,000.00).
9. **Retirement Benefits.** Upon retirement, the Board shall provide the Superintendent with the following retirement benefits:
 - a. Upon service of five (5) years to the District and if the Superintendent qualifies and elects to take early retirement without discount under the provisions of Section 16-133.2 of the Illinois *Pension Code*, Board payment on behalf of the Superintendent for the one-time employee contribution required there under. For the purposes of the provision requiring five (5) years of service to have been in the District, the Superintendent if he has taken an approved leave shall not be considered to have interrupted the required time period so long as the Superintendent has not interrupted his service for the purpose of securing other employment.
 - b. A post-retirement severance payment based on accumulate time with the District of one month's pay for the first five (5) years and one-tenth (1/10) of a month's pay for each additional year of service. All such payments shall be paid in one lump sum after the last regular paycheck, but no earlier than thirty two (32) days after the effective date of retirement and no later than sixty (60) days after the effective date of retirement.
 - c. Group hospitalization and major medical, dental, and vision insurance, as provided in paragraphs C.3.a. and C.3.b. above, for the Superintendent and his/her eligible dependents, with no required contribution from the Superintendent, until the Superintendent reaches Medicaid age eligibility. If the Superintendent dies prior to age 65, the Superintendent's widow shall be allowed to continue in the District health plan, with no required contribution from her, until she reaches Medicaid age eligibility. If the Superintendent and/or Superintendent's eligible dependents are unable to participate in the School District's medical and dental insurance, then the Board shall provide the monetary equivalent of the medical and dental insurance premium for the given year to the Superintendent for payment toward an alternative medical and dental insurance program.
 - d. The Board shall grant the Superintendent increases in his total TRS total creditable earnings, of six percent (6%) per year, over the previous year's total creditable earning, for each year of employment before retirement that the Superintendent provides notice – up to four (4) years prior to retirement.

10. **Other Benefits.** The Superintendent shall be allowed such other privileges, leaves, and fringe benefits as are commonly extended to other professional employees of the School District. Any improvements in the fringe benefits as may be developed through bargaining or provided on any basis to the teachers will automatically apply to the Superintendent but in no instance shall they be of less value than those in existence on the date of this Contract.

D. POWERS AND DUTIES

1. **Duties.** The Superintendent is and shall be, throughout the life of this Agreement and any extension(s) thereof, the chief executive officer of the School District, in charge of all administrative, educational and financial matters pertaining to the public schools of the School District and the operations thereof, and such other functions and duties as may be assigned by the Board or by law. The Superintendent shall report as appropriate to the Board regarding his acts and doings. In addition, the Superintendent shall have complete freedom to organize, reorganize, and arrange the administrative and supervisory staff, including instruction and business affairs, which in the Superintendent's judgment best serves Calumet City School District No. 155. The responsibility for selection, placement, and transfer of personnel shall be vested in the Superintendent subject to approval by the Board.
2. **Extent of Service.** The Superintendent hereby agrees to devote his time, skill, labor and attention to said employment during the term of this Contract, provided, however, that the Superintendent may, for compensation, undertake consultative work, speaking engagements, writing, lecturing, or other professional duties and obligations.
3. **Referrals to Superintendent.** The Board, individually and collectively, will refer promptly all criticisms, complaints, and suggestions called to its attention to the Superintendent for study and recommendation.

E. RENEWAL, EXTENSION AND TERMINATION OF CONTRACT

1. **Non-Renewal.** Notice of intent not to renew this contract shall be given to the Superintendent by the Board no later than January 1st of the year in which the contract expires. Said notice shall be in writing and state the specific reason for non-renewal. Failure to provide timely notice of non-renewal shall extend the contract for one (1) additional year. Within ten (10) days after receipt of a notice of intent not to renew this contract, the Superintendent may request a closed session hearing on the dismissal.
2. **Renewal.** On or before January 1st of the contract year in which the contract expires, the Board and Superintendent may renew the employment upon such terms

and conditions as they may mutually agree. In such event, the Board shall enter into a new contract of employment.

3. **Contract Extensions.** Unless the Board shall decide on or before the January 1st of any given contract year, that the terms of this contract shall not be extended; the same will, without further action, be automatically extended for another year (that year being July 1 – June 30) under the same terms and conditions hereof, subject to any salary or benefit adjustments, if any, provided that the performance-based/improvement goals contained herein have been met and attained.

Notice not to extend this contract for an additional year shall be given in writing, and personally delivered to the Superintendent, or mailed by certified mail, return receipt requested, postage prepaid, addressed to the Superintendent, at the Superintendent's last known address as disclosed for income tax purposes to the Board's business office.

If requested by the Superintendent, this contract shall not be extended. In either event, the contract shall continue only for the term applicable (that is, the remaining portion of the current year and, as appropriate, the remaining term).

4. **Grounds for Termination.** This employment contract may be terminated by:

- a. **Mutual agreement;**

- b. **Permanent Disability of the Superintendent.** The Board may terminate this contract for reasons of permanent disability or incapacity at any time after the Superintendent has exhausted his accumulated leaves and either has been absent from his employer for a continuous period of ninety (90) days 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 if he so requests. The Board reserves the right to require the Superintendent to submit to a medical examination, either physical or mental, whenever the Board deems the Superintendent is disabled. Such examination shall be performed by a physician licensed to practice medicine in all its branches, who is mutually selected and paid by the Board. The Superintendent expressly agrees that the physician shall prepare a detailed report of the state of his physical health and it will be put on file at the District Office.

- c. **Discharge for Just Cause.** During the term of this agreement the Superintendent shall be subject to discharge for just cause. The Superintendent shall have the right to written charges, notice of a hearing and a fair hearing before the Board. The Board hearing shall be conducted

in executive session. If the Superintendent chooses to be accompanied by legal counsel at the hearing, the Superintendent will assume the cost of his legal expenses.

- d. **Unilateral Termination.** Unilateral termination by the Board, provided the Board terminates the Agreement at the end of a contract year and provides written notice of its intent to terminate the Agreement no later than January 1 of that year. Should the Board terminate the Agreement, it shall pay the Superintendent upon termination a severance payment equal to the present value of the contract. If the Board unilaterally terminates this Agreement, the Board shall remain obligated for all post-contractual benefits as provided herein, including but not limited to health, dental and vision insurance.
- d. **Death.** In the case of death, all compensation, including any accumulated leaves to be paid at the Superintendent's then current per diem rate, due and owed shall be paid to the Superintendent's estate.

F. EVALUATION AND PERFORMANCE AND IMPROVEMENT GOALS

1. **Evaluation.** The Board and Superintendent agree that periodically they shall mutually discuss and evaluate their working relationship, rapport and understanding. By January 1 of each year of the Agreement, the Superintendent's performance shall be appraised by the Board and a written evaluation of that performance be given to the Superintendent. The Superintendent's progress toward and attainment of the performance goals set forth herein shall also be assessed. After such evaluation, the parties may schedule a meeting to review the evaluation and determine, if necessary, the terms and conditions of the continued future employment of the Superintendent.
2. **Goals and Indicators of Student Performance and Academic Improvement.** Annually, the Superintendent, with the assistance of his administrative team, shall (1) evaluate student performance, including, but not limited to, student performance on standardized tests, successful completion of the curriculum, and attendance and drop-out rates; (2) review the curriculum and instructional services; and (3) report to the school board on his findings as to (a) student performance and (b) his recommendations, if any, for curriculum or instructional changes as a result of his evaluation of student performance. The presentation of the report shall constitute the achievement of the goals and indicators of student performance and academic improvement as required by Section 10-23.8 of the *Illinois School Code*.

G. TECHNICAL CLAUSES

1. **Notice.** Any notice required to be given under this contract shall be deemed sufficient if it is in writing and sent by mail to the last known residence of the Superintendent or the President of the Board, as the case may be.
2. **Savings Clause.** It is understood and agreed by the parties that if any part, term or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the State where made, the validity of the remaining portions of provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the agreement did not contain the particular part, term or provision held to be invalid.
3. **Applicable Law.** This contract has been executed in the State of Illinois and shall be governed in accordance with the laws of the State of Illinois in every respect.
4. **Headings and Numbers.** Paragraph numbers and headings 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 contract, the text shall control.
5. **Counterparts.** This contract 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.
6. **Policy Amendments.** The Board retains the right to repeal, change, or modify any policies or regulations which it has adopted or may hereafter adopt, subject to restrictions contained in the *Illinois School Code* and other applicable law.
7. **Advice of Counsel.** Both parties have had the opportunity to seek advice of counsel.
8. **Entire Agreement.** This Agreement contains all of 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. 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.

IN WITNESS WHEREOF, the parties have executed this Agreement this 15th day of August, 2013.

SUPERINTENDENT

**BOARD OF EDUCATION OF
CALUMET CITY SCHOOL DISTRICT
NO. 155, COOK COUNTY, ILLINOIS**

TROY A. PARADAY

By: _____
President

ATTEST:

Secretary