

ADMINISTRATOR'S MULTI-YEAR CONTRACT OF EMPLOYMENT

THIS AGREEMENT, made and entered into this 8th of July, 2013, by and between the BOARD OF EDUCATION OF MORRIS COMMUNITY HIGH SCHOOL DISTRICT NO. 101, GRUNDY AND KENDALL COUNTIES, ILLINOIS (hereinafter referred to as the "Board"), and Patrick M. Halloran, an individual (hereinafter referred to as the "Administrator").

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.

WITNESSETH:

WHEREAS, the Board desires to employ Patrick M. Halloran as an Administrator for this School District to perform such duties as are required by this Contract, by the job descriptions for the positions to which he is assigned from time to time, by the policies, rules and regulations of the Board and by the laws and statutes of the State of Illinois, as presently exist or are hereafter made or amended, for a period of five (5) years, commencing July 1, 2013 and ending June 30, 2018; and

WHEREAS, the Board at a regularly-scheduled meeting held on the 8th day of July, 2013, by motion duly made, seconded and carried by majority per a roll call vote, has authorized the execution of this Administrator's Multi-Year Contract of Employment with the Administrator; and

WHEREAS, the Administrator is willing to enter into and execute this Contract on the basis of the same being a multi-year Contract as provided for in Article 10, Section 23.8a and Section 23.8 of the School Code, as appropriate.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt of which is hereby acknowledged, it is agreed between the parties as follows:

1. **EMPLOYMENT**. The Board hereby employs Patrick M. Halloran Administrator for the School District and Patrick M. Halloran hereby accepts such employment and agrees to perform such duties as are provided by this Contract, by the job descriptions for the positions to which he is assigned from time to time, by the policies, rules and regulations of the Board and by the laws and statues of the State of Illinois.

2. **TERM**. The term of this multi-year Contract will be for a period of five (5) years, commencing July 1, 2013 and ending June 30, 2018. Each Contract Year shall commence on July 1 and continue through the subsequent June 30. The parties acknowledge and agree that this Contract is a performance-based multi-year Contract as provided for and defined in Article 10, Section 23.8a and Section 23.8 of the School Code, as amended and as appropriate.

3. ACADEMIC IMPROVEMENT AND STUDENT PERFORMANCE

GOALS. This Contract is a performance-based contract linked to student performance and academic improvement of the District for those buildings and operations of the District over which the Administrator has supervisory authority. The Administrator shall strive to meet the goals during the term of this Contract. The parties agree the goals and indicators are linked to student performance and academic improvement of the District and operations of the District over which the Administrator has supervisory authority.

Annually the Administrator, with the assistance of the District's administrative team, shall (a) evaluate the student performance, which shall include but not be limited to student performance on standardized tests such as performance on the Prairie State Achievement Exam, completion of the curriculum, attendance and dropout rates; (b) review the curriculum and instructional services of the District; and (c) report to the Board his findings as to (i) student performance and (ii) recommendations, if any, for curriculum or instructional changes as a result of his evaluation of student performance.

Each contract year, but not later than March 1st of each year, the Board and Administrator, will discuss and agree additional performance goals. The performance goals will be related to the District Strategic Plan and include a proposed method and means of measurement. Through the evaluation process the Board will determine whether the Superintendent has completed the performance goals. If the goals for the specific contract year are found to be met by the Board, then the Superintendent shall receive the increase in salary as provided in Paragraph 5 below.

4. **DUTIES.** For the term of the contract, the Administrator will be assigned to the position of Superintendent. In his capacity as Superintendent, the Administrator will be, unless terminated as hereinafter provided, the chief executive officer of the School District in charge of those certain administrative, educational and financial matters which pertain to the public schools of said School District and the entire operations thereof.

The Administrator agrees that he must perform all acts and duties as assigned, for and on behalf of the Board under and pursuant to 105 ILCS 5/1-1 *et seq.* (hereinafter the "School Code") including, but not limited to, the submission of recommendations concerning the appointment, retention, promotion and assignment of all personnel assigned working under his authority. The Administrator further agrees that he must comply with all applicable policies, rules and regulations of the Board as the same are in effect from time to time throughout the term of this Contract. The Administrator further agrees that he must also perform such other duties incident to his position as may from time to time be assigned by the Board, and must also comply with all applicable policies, rules and regulations of the Board as the same are in effect from time to time throughout the term of this Contract.

The Administrator hereby agrees to faithfully perform the duties of the positions to which he is assigned from time to time and to devote such time, skill, labor and attention to his employment during the term of this Contract as is reasonably required to meet the responsibilities, duties, objectives and goals as provided for under this Contract.

5. **SALARY**. The Administrator's salary for the 2013-2014 contract year shall be \$140,780 and for 2014-2015 contract year the salary shall be no less than \$143,595. Each subsequent contract year, the Administrator's salary shall be increased by two percent (2%) over the previous contract year's annual salary. Beginning with the 2014-2015 contract year, the Administrator may earn an additional two percent in salary if, in the sole determination of the Board, he has successfully completed in the contract year the performance goals described in Paragraph 3 above. Such annual salary shall be paid in equal installments in accordance with the policies of the Board of Education established from time to time with respect to the payment of salaries to other certificated members of its professional staff, but in no event shall said payments be made in less than twelve (12) monthly installments.

The parties hereby acknowledge and agree that any adjustment in salary as aforesaid will not be construed as an extension of this Contract nor will it be construed as a new Contract or in any other way affect the terms hereof.

6. **CERTIFICATE**. The Administrator must, throughout the term of this Contract, furnish to the Board of Education a valid and appropriate certificate to hold the positions to which he is assigned from time to time in accordance with the laws and statutes of the State of Illinois and the rules and regulations of the State Board of Education.

7. **OTHER WORK**. Only with the prior consent of the Board of Education, by Board action, may the Administrator undertake consultative work, speaking engagements, writings, lecturing or other such professional duties and obligations

unrelated to his duties as Administrator of this School District; provided, however, that the Board of Education President shall have the authority to grant permission for such other work in the event that time does not permit presenting the question to the full Board of Education for prior approval. No Board approval will be required for any such work performed by the Superintendent during periods of his vacation.

8. **EVALUATION**. During the term of this Contract, the Board shall review with the Administrator: (a) the Administrator's working relationships with the Board of Education, the faculty, staff and community; (b) the performance of the Administrator in fulfilling the duties and responsibilities set forth under this Contract, in his job descriptions, and in the Board of Education's policies, rules and regulations; and (c) the Administrator's progress and attainment of established goals, including those goals and indicators set forth in paragraph 3 above. Such review shall be in closed session and may be made annually; provided, however, that the review shall be made no later than February 28th of the then-current Contract Year.

9. **NOTICE OF INTENT NOT TO RENEW CONTRACT**. Notice of intent not to renew this Contract shall be given to the Superintendent by the Board by March 1 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. The Superintendent shall notify the President and Secretary of the Board , verbally and in writing, by February 1 of the year in which the contract expires that failure of the Board to give the Superintendent said notice of intent not to renew shall extend this contract for one (1) additional year. The

failure of the Superintendent to give the required notice to the Board shall waive the obligation of the Board hereunder to give its notice of intent not to renew by March 1. 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.

10. **DISCHARGE FOR CAUSE.** Throughout the term of this Contract the Administrator shall be subject to discharge for cause; provided, however, that the Board shall not act in an arbitrary or capricious fashion with respect to such discharge. Failure of the Administrator to comply with the terms and conditions of this Contract shall also be sufficient cause for discharge as provided in this Contract.

In the event of discharge for cause, the Board shall deliver to the Administrator, in the manner provided by law, notice of said discharge for cause. Such notice, when given by the Board, must be in writing stating the specific reason or reasons therefore. Within ten (10) days after receipt of such notice of discharge for cause, the Administrator may request a closed session hearing before the Board of Education on the discharge. At such hearing, the Administrator shall have the right to present evidence, witnesses and defenses on the grounds for discharge, may cross-examine witnesses, and may have present at any such hearing counsel of his own choosing, at his expense.

11. **WAIVER OF TENURE RIGHT.** The parties hereby acknowledge and agree that by accepting the terms of this multi-year Contract the Administrator waives all right to contractual continued service (tenure) granted him under Article 10, Sections

24-11 through 24-16 of the School Code, as amended, or any successor or other statute, for the duration of his employment as Administrator of this School District.

12. **PERMANENT DISABILITY.** (Permanent disability (inability to perform essential job functions with or without accommodation). The Superintendent shall be considered permanently disabled if (a) the Superintendent has exhausted his accumulated sick and vacation leave and has been absent from his employment or otherwise unable to perform the essential job functions with or without accommodation for an additional continuous period of three (3) months, or (b) he 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, 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, whenever the Board deems the Superintendent disabled. Such examination shall be performed by a physician licensed to practice medicine in all its branches, who is selected and paid by the Board.

13. **SICK AND EMERGENCY LEAVE.** The Administrator will be entitled to fifteen (15) days of sick leave with full pay annually with the explicit understanding that any unused sick leave may accumulate from year to year, but not exceed the limit of accumulated sick leave that may be established by the Board for its certificated staff during the term of this Contract. Sick leave shall be interpreted to mean personal illness, quarantine at home, or serious illness or death in the immediate family or household of the Administrator. The Board may require a physician's certificate as a

basis for pay to the Administrator during any sick leave of five (5) or more consecutive weekdays.

The Administrator will also be entitled to two (2) personal leave days per year. Unused personal leave days shall accumulate to a maximum of five (5). If not used, they shall be converted to unused sick leave days.

14. **VACATION**. The Administrator will receive twenty (20) paid working days of vacation in each year this Contract is in effect, exclusive of holidays recognized by the School District. Any unused vacation days shall be taken within six (6) months of the close of the Contract Year in which they are earned. Unused vacation days shall not accumulate from year to year, nor shall the Administrator be entitled to compensation for unused vacation days. However, upon termination of employment with the District, any unused vacation days [up to a maximum of twenty (20) days] shall be paid to the Superintendent at the Superintendent's then current per diem between fifteen (15) and twenty-five (25) days after the Superintendent's final work day and after receipt of the Superintendent's final paycheck for regular earnings.

15. **TRAVEL AND EXPENSE REIMBURSEMENT**. The Administrator shall provide at his sole expense an automobile needed by him for the performance of his official duties on behalf of the District under this Contract. During the term of this Contract, the Board will reimburse the Administrator for all reasonable travel expenses, lodging and meals during travel to and from areas outside the District, provided he has been directed to incur said expense and request is made therefore in accordance with the rules and regulations of the Board.

16. **INSURANCE BENEFITS.** During the term of this contract, the Board agrees to pay full family health, accident and life insurance benefits on behalf of the Administrator. In accordance with the provisions of Article 10, Section 22.3 of the Illinois School Code, the Administrator shall be named insured on any comprehensive or general liability insurance policies in effect during the term of this Contract to the same extent as provided to other certificated employees of the School District.

If, at any time during the term of this Agreement, the Board's payment of insurance premiums on behalf of the Superintendent is deemed to constitute a discriminatory benefit under law or regulation or other official guidance subjecting the Board or Superintendent to potential penalties or increased tax payments, then the Board may, in its discretion, determine to decrease its payment for such insurance and shall make a corresponding increase in the Superintendent's salary or other compensation to offset the cash value of the reduction in such insurance premium benefit. However, in no event will the increase in the Superintendent's salary or compensation exceed 6% of the Superintendent's TRS creditable earnings in the previous year or be in such an amount as to create a TRS penalty for the Board in connection with the Superintendent's retirement. In the event the Board makes such a determination, the Board shall consult with the Illinois Teachers' Retirement System so as to avoid the loss of creditable earnings to the extent permitted by law.

17. **QUALIFIED TAX-DEFERRED PROGRAMS.** At the request of the Administrator, the Board shall, in accordance with State law, withhold a designated amount of his salary and transfer said amount to a qualified tax-deferred annuity

program of the Administrator's selection. Any such request, including the amount to be withheld and the program desired, shall be in writing and shall remain in full force and effect until withdrawn by the Administrator, which withdrawal shall also be in writing. In addition to the annual salary stated in paragraph 5 of this contract, The Board shall make a contribution of \$200 monthly on behalf of the Administrator to a 403(b) annuity provider of the Administrator's choice for the length of this agreement.

In addition, the Board shall pay on behalf of the Administrator's entire required contribution to both the Illinois Downstate Teacher's Retirement System and to the Teachers' Health Insurance Security Fund on his behalf. It is the intention of the parties to qualify these payments by the Board on the Administrator's behalf as "picked up" payments sheltered from federal income taxation pursuant to Section 414(h) of the Internal Revenue Code, as amended.

18. **MEMBERSHIPS IN PROFESSIONAL SOCIETIES.** The Board will, during the term of this Contract, pay the Administrator's annual membership dues to three professional organizations as agreed to between the Administrator and the Board.

The Administrator will, when approved to do so by the Board, attend appropriate professional meetings as the representative of the District at the local, state and national levels. In addition, upon prior approval of the Board of Education, the Administrator may continue his professional development by attending seminars and other related activities reasonably related to the District's business and affairs in order that he may continue to participate in relevant job-related and learning experiences.

19. **TERMINATION**. During the term of this Contract, the Board and Administrator may mutually agree in writing to terminate this Contract. Should the Administrator terminate this Contract on or before June 30, 2013 to accept any other full-time employment, then the Administrator shall pay the School District Ten Thousand Dollars (\$10,000.00) in liquidated charges

20. **MISCELLANEOUS**. This Contract shall inure to the benefit of and will be binding upon all the parties, their legal representatives, successors and assigns.

Nothing contained in this Contract shall be construed to deprive any party hereto of any of the rights accorded to that party by law, except where such rights are explicitly waived herein.

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

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seal on the date first above written.

BOARD OF EDUCATION OF MORRIS COMMUNITY HIGH SCHOOL
DISTRICT NO. 101, GRUNDY AND KENDALL COUNTIES, ILLINOIS

By: _____
Its President

Attest: _____
Its Secretary

Patrick M. Halloran, Ed. D, Administrator

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Superintendent Additional Performance Goals

As per Section 3 of the administrator's multi-year contract of employment, the board and administrator will discuss and agree on additional performance goals. The performance goals will be related to the district strategic plan and include a proposed method and means of measurement. Through the evaluation process the board will determine whether the superintendent has completed the performance goals. If the goals for the specific contract year are found to be met by the board, then the superintendent shall receive the increase in salary as provided in the contract.

GOAL #1

The superintendent will lead the development of the new Strategic Goals and Objectives for 2014-2016.

- A) The superintendent will secure a facilitator to work with the board in reviewing the current plan and developing new/reviewed areas of focus.
- B) The superintendent will work with the administrative team and appropriate staff to develop objectives, activities, outcomes and timelines related to the strategic plan.
- C) The superintendent will update and gather feedback from the board on the progress of the strategic plan.

Indicator: The superintendent shall present the strategic plan to the board for review and analysis.

Measurement: The board shall determine if this strategic plan meets the needs of the district.

GOAL #2

The superintendent will coordinate the analysis of the 5Essentials Survey data and oversee the implementation of the resulting improvement plan.

- A) The superintendent will collect and organize results from the 2014 5Essentials Survey.
- B) The superintendent will work with the Rising Star leadership team to analyze the results of the 5Essentials Survey.
- C) The superintendent will work with Rising Star and district staff to develop and implement improvement plans based on the 5Essentials Survey.

Indicator: The superintendent shall present an executive summary of the 5Essentials Survey improvement plan.

Measurement: The board shall determine if the analysis and improvement plan meet the needs of the district.

GOAL #3

The superintendent will develop an improved system of employee evaluation with a focus on improved organizational effectiveness.

- A) The superintendent will analyze current evaluation processes for all non-teaching positions.
- B) The superintendent will work with the appropriate staff to identify strengths and weaknesses of the evaluation processes.
- C) The superintendent will coordinate the development and implementation of the improved evaluation processes.

Indicator: The superintendent shall submit copies of the new evaluation processes.

Measurement: The board shall determine if the new evaluation processes meet the needs of the district.