

SUPERINTENDENT'S CONTRACT

THIS AGREEMENT is made this 10th day of June, 2021, by and between the BOARD OF EDUCATION OF ARLINGTON HEIGHTS SCHOOL DISTRICT NO. 25, COOK COUNTY, ILLINOIS (the "BOARD"), and LORI D. BEIN, SUPERINTENDENT ("SUPERINTENDENT"), has been approved by a resolution adopted at the meeting of the BOARD held on June 10, 2021 and, is appended to the Minutes of said meeting.

This Agreement constitutes a successor administrative performance-based employment contract entered into during the term of an existing, predecessor administrative performance-based contract. In accordance with the provision of 105 ILCS 5/10-23.8 of THE ILLINOIS SCHOOL CODE, the SUPERINTENDENT and the BOARD confirm and acknowledge that the SUPERINTENDENT has met the goals and indicators of the student performance and academic achievement, as stated in the original, predecessor contract.

IT IS AGREED:

1. **EMPLOYMENT** - The SUPERINTENDENT is hereby hired and retained from July 1, 2020, through and including June 30, 2024, and, as it may be later agreed to by the parties, thereafter, as SUPERINTENDENT.

2. **DUTIES** - The duties and responsibilities of the SUPERINTENDENT will be those incidental to the office, those set forth in the job description, Board Policy, and those obligations imposed by the laws of the State of Illinois upon the SUPERINTENDENT, and to perform other professional duties customarily performed by a SUPERINTENDENT as from time to time may be assigned by the BOARD. The BOARD reserves the right to reassign the SUPERINTENDENT to different duties from time to time during the term of this Agreement, without a loss of pay.

3. **STUDENT PERFORMANCE AND ACADEMIC IMPROVEMENT** - This Agreement is a performance-based contract. The SUPERINTENDENT will address and fulfill student performance and academic improvement goals which are attached hereto, as Exhibit A, and may be modified by the BOARD and the SUPERINTENDENT cooperatively, prior to the start of the school year. Any modifications to the student performance and academic improvement goals will be attached to this Agreement and made a part hereof. Once the student performance and academic improvement goals have been attained, this Agreement may be extended by the express, written consent of the parties. For each succeeding school year covered by this

Agreement, new student performance and academic improvement goals will be developed prior to the next school year and made a part hereof.

4. **SALARY** - In consideration of the annual salaries as set forth below, the SUPERINTENDENT hereby agrees to devote her entire time, skill, labor and attention to her employment, during the term of this Contract, in order to faithfully perform the duties of Superintendent of Schools.

July 1, 2020 – June 30, 2021:	Two Hundred Thirty Thousand Two Hundred Eighty-Four Dollars (\$230,284.00), which includes payment for ten (10) unused vacation days at her current per diem in lieu of using said days.
July 1, 2021 – June 30, 2022:	Two Hundred Forty-Four Thousand and One Hundred One Dollars (\$244,101.00)
July 1, 2022 – June 30, 2023:	Two Hundred Fifty-One Thousand and Four Hundred Twenty-Four Dollars (\$251,424.00)
July 1, 2023 – June 30, 2024:	Two Hundred Fifty-Eight Thousand and Nine Hundred Sixty-Seven Dollars (\$258,967.00)

Salary will be paid in equal installments in accordance with the BOARD policy governing payment of salary to other certificated members of the professional administrative staff, less such amounts as provided for in this Contract, and other amounts required by law. The BOARD retains the right to increase the annual gross salary and/or fringe benefits of the SUPERINTENDENT during the life of this Contract, provided that the salary and/or fringe benefits adjustment(s) will not be lower than the annual salary and fringe benefits paid by the BOARD for the preceding contract year. Any adjustment in compensation and/or fringe benefits made during the life of this Contract will be in writing, approved by the BOARD, signed by the Board President, and will become a part of this Contract. It is provided, however, that by doing so it will not be considered that the BOARD has entered into a new agreement with the SUPERINTENDENT nor that the termination date of this Contract has been in any way extended. The BOARD and the SUPERINTENDENT, however, may enter into subsequent agreements or extensions of this Contract for additional periods of time, if both parties agree, and the agreement is reduced to writing.

As additional salary, the BOARD agrees to pay the ADMINISTRATOR Seven Thousand Six Hundred and Eighty-four Dollars (\$7,684.00) annually. This stipend shall be payable in 24 equal installments on or before the 15th and 30th day of each month in accordance with the approved work year and payroll calendar.

5. PERFORMANCE SALARY INCREASE AND BONUS –

In addition, for the 2022-2023 and 2023-2024 contract years, the SUPERINTENDENT may be entitled to an annual performance salary increase and/or performance bonus, based on the following:

- A. If the SUPERINTENDENT’S annual overall performance rating is that of “excellent,” the Board shall increase the annual salary by an additional two percent (2%) for the given contract year.
- B. If the SUPERINTENDENT’S annual overall performance rating is that of “proficient,” the Board shall increase the annual salary by an additional one percent (1%) for the given contract year.
- C. In the 2022-2023 or 2023-2024 contract years, the SUPERINTENDENT shall be entitled to a performance bonus which shall equal to an additional salary percentage amount of between one and two percent (1%-2%) which is dependent on the SUPERINTENDENT meeting annual goals and indicators and other parameters as agreed to by the Parties prior to the beginning of the applicable contract year.
- D. However, under no circumstance shall the annual TRS creditable earnings for each contract year of this Agreement increase more than six percent (6%) over the preceding contract year. The SUPERINTENDENT'S annual salary shall be adjusted in June of each contract year to guarantee that the total TRS creditable earnings for each contract year equal and not exceed a six percent (6%) increase from the previous contract year's total reported TRS creditable earnings. The SUPERINTENDENT'S total earnings shall be reviewed by the SUPERINTENDENT and the BOARD no later than June 15th of each contract year to verify that the SUPERINTENDENT'S total increased TRS creditable earnings each year do not exceed a six percent (6%) increase.

6. **TEACHERS' RETIREMENT SYSTEM CONTRIBUTION** - In addition to the salary paid to the SUPERINTENDENT by the BOARD as expressed in Section 4, the BOARD will pick up and pay on the SUPERINTENDENT'S behalf, the SUPERINTENDENT'S entire contribution to the Illinois Teachers' Retirement System (“TRS”) pursuant to the *Illinois Pension Code*. 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 1986*, as amended. The SUPERINTENDENT will have no right or claim to the funds so remitted except as they may subsequently become available upon retirement or resignation from TRS. The SUPERINTENDENT does not have the option of choosing to receive the contributed amounts directly instead of having those contributions paid by the BOARD to TRS. These contributions are made as a condition of the SUPERINTENDENT'S employment for his/her future service, knowledge and experience.

However, if legislation is enacted that limits the BOARD’S ability to perform its obligations under this paragraph, the BOARD will pay the difference to the SUPERINTENDENT as salary to the extent the BOARD’S total cost for salary and pickup of the TRS contribution equals the BOARD’S total cost before enactment of such legislation. The implementation herein shall be

in implementation of this provision of this Agreement and shall not constitute or require an amendment to this Agreement.

7. **TEACHERS' HEALTH INSURANCE SECURITY FUND CONTRIBUTION -** The BOARD will pick up and pay on the SUPERINTENDENT'S behalf, the SUPERINTENDENT'S entire required contribution to the Teachers' Health Insurance Security ("THIS") fund. The BOARD will remit this contribution to the Illinois Teachers' Retirement System ("TRS") as the THIS fund's collection agent.

8. **LICENSE -** The SUPERINTENDENT will furnish to the BOARD, during the term of this Agreement, a valid, appropriate, and properly registered license to act as SUPERINTENDENT, in accordance with the laws of the State of Illinois and as directed by the BOARD.

9. **OTHER WORK -** Only with the prior approval of the BOARD, the SUPERINTENDENT may undertake consultative work, speaking engagements, writing, lecturing, or other professional duties and obligations.

10. **HOSPITALIZATION/MAJOR MEDICAL INSURANCE -** The BOARD shall provide access to group major medical health and hospitalization insurance to the SUPERINTENDENT and his/her eligible dependent family members during the term of this Agreement. The SUPERINTENDENT shall pay the same amount as the District's certified employees for the plan coverage chosen.

11. **RETIREMENT -** Upon her retirement from employment by the BOARD the SUPERINTENDENT shall receive a post-retirement, lump sum payment of Fifteen Thousand Dollars (\$15,000.00). Said payment shall be paid after the Superintendent's final work day and after receipt of the Superintendent's final paycheck for regular earnings.

12. **TERMINATION OF AGREEMENT -** This Agreement may be terminated by:

- A. Mutual agreement of the parties.
- B. Retirement. Should the SUPERINTENDENT desire to retire before the expiration of this Agreement, however, he/she shall give six (6) months' notice of same to the BOARD, provided, however, that the SUPERINTENDENT may be required to finish the school year in which such notice is given.
- C. Disability of the SUPERINTENDENT. Should the SUPERINTENDENT become physically or mentally disabled from performing any substantial duty for a period of ninety (90) consecutive days after exhaustion of all paid leave due his/her then, the BOARD may, at its option, terminate the SUPERINTENDENT'S employment upon thirty (30) days written notice to the SUPERINTENDENT and the opportunity for a hearing before the BOARD on the issues of disability and ability to perform any substantial

duty. Upon termination for this reason, the BOARD shall have paid the SUPERINTENDENT for any accumulated but unused sick or other paid leave at the SUPERINTENDENT'S per diem salary rate prior to the time of termination.

- D. Discharge for cause. "For cause" shall mean any conduct, act, or failure to act by the SUPERINTENDENT, which is detrimental to the best interests of the School District, as determined by the BOARD. Reasons for discharge for cause shall be given in writing to the SUPERINTENDENT, who shall be entitled to notice and a hearing before the BOARD to discuss those causes. If the SUPERINTENDENT chooses to be accompanied by legal counsel, the SUPERINTENDENT shall bear any costs therein involved. The BOARD hearing shall be conducted in closed session. The BOARD will not arbitrarily or capriciously call for the dismissal of the SUPERINTENDENT.
- E. Death of the SUPERINTENDENT.
- F. Resignation, upon ninety (90) school days' notice.

Nothing will prohibit the BOARD from suspending the SUPERINTENDENT without pay pending completion of the requirements of this Section. After the effective date of dismissal, the SUPERINTENDENT will not be entitled to any further payments of compensation of any kind under this Agreement, except that the SUPERINTENDENT will be entitled to any vested benefits payable under the terms and provisions of the Illinois Teachers' Retirement System.

13. **PROFESSIONAL ORGANIZATIONS** – Subject to the prior approval of the BOARD, the BOARD shall pay the cost of the SUPERINTENDENT'S annual membership dues in up to three (3) state or national professional organizations commensurate with the duties of the SUPERINTENDENT.

14. **VACATION, SICK AND PERSONAL LEAVE** - The SUPERINTENDENT shall receive thirty (30) work days of vacation annually, exclusive of legal school holidays. Prior to using any amount of vacation, the SUPERINTENDENT shall record the absence in the District's electronic absence system and notify the Board President. Vacation in excess of three (3) consecutive work days shall be taken subject to the prior approval of the Board President. The Parties agree that the SUPERINTENDENT shall utilize all vacation prior the end of this Agreement and that the SUPERINTENDENT shall not be entitled to payment for unused vacation days at the conclusion of this Agreement.

The SUPERINTENDENT shall receive the same number of sick and personal leave days annually as are provided to the District's certified employees. However, on the date of this Agreement execution, the Board shall grant One Hundred Seventy Days (170) sick leave days, which shall be immediately available for use. Unused sick days may accumulate to a maximum of three hundred and forty (340) days. At the end of the fiscal year unused personal leave days will automatically be converted into unused sick days. No compensation will be provided for unused

sick or personal leave days at the conclusion of this Agreement. Prior to using any sick or personal leave days, the SUPERINTENDENT shall record the absence in the District's electronic absence system. The SUPERINTENDENT shall also be required to participate in the District 25 Sick Leave Bank. Documents are available on the District 25 website.

15. **LIFE INSURANCE** - The BOARD will provide a term life insurance policy for the SUPERINTENDENT during the term of this Agreement in the face amount of one and one-half times the base salary. The first \$50,000 in coverage premiums shall be paid by the SUPERINTENDENT with the balance paid by the BOARD.

16. **PROFESSIONAL DEVELOPMENT LEAVE** – The SUPERINTENDENT may use up to 10 days annually for professional development and/or attendance at state or national conferences. Such absences will require prior BOARD approval.

17. **TRANSPORTATION ALLOWANCE** - As a condition of employment, the SUPERINTENDENT is required to have a personally owned automobile or other vehicle for business purposes. The SUPERINTENDENT will bear all costs associated with the purchase, upkeep and maintenance of said vehicle. As the SUPERINTENDENT will be required to travel between campuses and make other business-related trips including, but not limited to, meetings with District representatives, attorneys, auditors, parents and constituents, it is recognized that the SUPERINTENDENT will incur certain expenses of a business nature for the use of said vehicle. The BOARD agrees to provide to the SUPERINTENDENT a stipend in the amount of \$500.00 per month for all auto expenses of the SUPERINTENDENT while on any District business, exclusive of routine commuting costs.

18. **WELLNESS/MEDICAL EXPENSE** - The SUPERINTENDENT shall have an annual physical exam and the BOARD will reimburse the SUPERINTENDENT for the cost of such examination, not to exceed \$1,000 each year unless otherwise covered by District insurance. The SUPERINTENDENT shall share the results with the Board President, and the Board President shall handle the results in a confidential manner.

19. **NOTICE** - Any notice or communication permitted or required under this Agreement will be in writing and will become effective on the day of mailing thereof by first class mail, registered mail, or certified mail, postage prepaid, addressed:

If to the BOARD, to:

BOARD OF EDUCATION
Arlington Heights School District No. 25
1200 S. Dunton Ave.
Arlington Heights, IL 60005

If to the SUPERINTENDENT, to:

Dr. Lori Bein

(or at the last address of the SUPERINTENDENT contained in official Business Office records of the BOARD).

20. **PROFESSIONAL LIABILITY** - The BOARD agrees that it will defend, hold harmless, and indemnify the SUPERINTENDENT from any and all demands, claims, suits, actions and legal proceedings brought against the SUPERINTENDENT in his/her individual capacity, or in his/her official capacity as agent and employee of the District provided the incident arose while the SUPERINTENDENT was acting within the scope of his/her employment and excluding intentional wrongful conduct and/or criminal litigation and such liability coverage as is beyond the authority of the BOARD to provide under state law. Except that, in no case, will individual BOARD members be considered personally liable for indemnifying the SUPERINTENDENT against such demands, claims, suits, actions and legal proceedings.

21. **BACKGROUND INVESTIGATION** - The BOARD is prohibited from knowingly employing a person who has been convicted of committing or attempting to commit certain criminal or drug offenses. If the required fingerprint-based criminal background investigation is not completed at the time this Agreement is signed, and the subsequent investigation report reveals that there has been a prohibited conviction, this Agreement will immediately become null and void.

22. **WAIVER OF TENURE** - By accepting the terms of this Agreement, the SUPERINTENDENT waives all rights of tenure granted under the *Illinois School Code* during the term of this Agreement.

23. **MISCELLANEOUS**

- A. This Agreement has been executed in Illinois, and will be governed in accordance with the laws of the State of Illinois in every respect.
- B. Section headings and numbers have been inserted for convenience of reference only, and if there will be any conflict between such headings or numbers and the text of this Agreement, the text will control.
- C. This Agreement may be executed in one or more counterparts, each of which will be considered an original, and all of which taken together will be considered one and the same instrument.
- D. 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.
- E. This Agreement will be binding upon and inure to the benefit of the SUPERINTENDENT, his/her successors, assigns, heirs, executors, and personal representatives, and will be binding upon, and inure to the benefit of the BOARD, its successors and assigns.
- F. Both parties have had the opportunity to seek the advice of counsel prior to entering into this Agreement.

- G. Except as may otherwise be provided, no subsequent alteration, amendment, change, or addition to this Agreement will be binding upon the parties unless reduced to writing and duly authorized and signed by each of them.
- H. The BOARD retains the right to repeal, change or modify any policies or regulations which it has adopted or may hereafter adopt, subject however, to restrictions contained in the *Illinois School Code* and other applicable law.
- I. If any section, provision, paragraph, phrase, clause or word contained herein is held to be void, invalid or contrary to law by a court of competent jurisdiction, it will be deemed removed herefrom, and the remainder of this Agreement will continue to have its intended full force and effect.

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.

BOARD OF EDUCATION,
 ARLINGTON HEIGHTS SCHOOL DISTRICT NO. 25,
 COOK COUNTY, ILLINOIS

SUPERINTENDENT:

By: _____
 President

By: _____
 Dr. Lori Bein

ATTEST:

By: _____
 Secretary