GENERAL COUNSEL'S EMPLOYMENT AGREEMENT

THIS AGREEMENT is voluntarily made this ___th day of May, 2010, by and between the BOARD OF EDUCATION OF ROCKFORD SCHOOL DISTRICT NO. 205, WINNEBAGO AND BOONE COUNTIES, ILLINOIS ("Board") and LORI HOADLEY, ESQ. ("General Counsel").

THE PARTIES, having discussed the nature of the terms contained herein and for mutual consideration, HEREBY AGREE:

1. DUTIES: The duties and responsibilities of General Counsel of this District shall be those duties appropriate to the office of General Counsel to a Board of school directors organized pursuant to Article 10 of the Illinois School Code of the State of Illinois, as amended from time to time, and shall include, without limitation, duties as the chief legal officer for the Board as well as any other administrative responsibilities which may be assigned from time to time. General Counsel and the Board acknowledge and agree that the Board is in the process of finalizing a written position description for General Counsel's position, a draft copy of which is attached at Exhibit A. Notwithstanding anything contained in Exhibit A, General Counsel agrees and acknowledges that she will be subject to and shall fulfill the duties of the position in accordance with any final position description that is approved by the Board. General Counsel hereby agrees to devote her full-time time skill, labor and attention as necessary to this employment during the term of this Agreement, and to perform faithfully the duties of General Counsel as set forth in this Agreement.

2. BOARD/GENERAL COUNSEL WORKING RELATIONSHIPS: General Counsel shall be employed by and shall report to the Board. Notwithstanding the foregoing, General
Counsel shall have a "dotted line" reporting relationship to the superintendent employed by the Board during the term of this Agreement (the "Superintendent"), meaning that General Counsel shall keep the Superintendent informed of General Counsel’s activities except as to matters (a) involving the Superintendent herself and the Superintendent’s relations with the Board or (b) that the Board, the Board’s Executive Committee, and/or the Board’s President has specifically directed General Counsel not to discuss with the Superintendent. General Counsel shall take direction from the Superintendent with respect to day-to-day activities that are within the scope of, and which do not conflict with, the Board’s policies and directives. General Counsel and the Board shall meet periodically (not less than annually) to discuss and consider their working relationships, rapport and understandings. General Counsel and the Superintendent shall meet periodically, at such times and intervals as may be set by the Superintendent, to discuss and consider their working relationship, rapport and understandings.

3. EMPLOYMENT:

General Counsel is hereby hired and retained beginning on July 1, 2010 and until such time as her employment and this Agreement is terminated pursuant to Section 9 of this Agreement.

4. LICENSE:

General Counsel shall furnish to the Board by May 31, 2010, evidence that she is licensed to practice law in the State of Illinois. General Counsel shall maintain an unsuspended and unrevoked license to practice law in the State of Illinois throughout the term of this Agreement.
5. Compensation:

Salary
In consideration of her undertakings under this Agreement, the Board shall pay General Counsel a salary of One Hundred Fifty-five thousand dollars ($155,000.00) per annum ("Annual Salary"), pro-rated for any partial years.

Payment Schedule
The Annual Salary shall be paid in equal installments in accordance with the policy of the Board governing payment of salary to senior certificated members of the District’s administrative staff.

Adjustments
During the term of this Agreement and any extension thereof, the Annual Salary shall not be reduced. Any upward adjustment in salary made during the life of this Agreement shall be in the sole and unfettered discretion of the Board and shall be implemented in the form of an amendment and shall become a part of this Agreement. It is provided, however, that by so doing, it shall not be considered that the Board has entered into a new agreement with General Counsel or that the termination date of this Agreement has been in any way extended. The Board and General Counsel, however, may enter into subsequent agreements and make other salary adjustments or extensions of this Agreement for additional periods of time, if both parties agree, and said agreement is reduced to writing.

Additional Compensation
As additional compensation, the Board agrees to pay General Counsel’s Illinois Municipal Retirement Fund ("IMRF") pension fund contribution on the same basis that the Board pays for the District’s senior non-certificated administrative staff during the term of this Agreement. It
is the intention of the parties to qualify all such payments picked up and paid by the Board on General Counsel’s behalf as employer payments pursuant to Section 414(b) of the Internal Revenue Code of 1986, as amended. General Counsel shall have no right or claim to the funds so remitted, except as they may subsequently become available from IMRF or otherwise as provided in the statutes, rules and regulations governing the IMRF. Both parties acknowledge that General Counsel did not have the option of choosing to receive the contributed amounts directly, instead of having such contributions paid by the Board to IMRF, and further acknowledge that such contributions are made as a condition of employment to secure General Counsel’s future services, knowledge and experience.

6. **OTHER BENEFITS:**

The Board shall provide vacation, sick leave, group life, group health, group disability, group dental and other benefits for General Counsel during the term of this Agreement in accordance with the terms of the District’s benefit plans as provided to members of the District’s senior administrative staff, subject to all of the terms and conditions (including without limitation eligibility) of all such benefit plans. All such benefit plans are subject to amendment, modification, and/or termination in the Board’s sole and unfettered discretion, except as may otherwise be required by law. General Counsel shall contribute to the cost of such benefits on the same basis as the District’s senior administrative staff.

7. **EXPENSES:**

The Board shall reimburse General Counsel for her reasonable monthly business expenses incurred in the
performance of her duties, and itemization of all such expenses incurred shall be provided by General Counsel as provided in Board policies and District regulations. In addition, the Board shall reimburse General Counsel for reasonable expenses related to any continuing education courses that (i) count toward her mandatory continuing legal education obligations for purposes of maintaining her license to practice law in the State of Illinois; or (ii) that she is otherwise requested or directed to take by the Board or the Superintendent. In addition, the Board shall reimburse General Counsel for her annual registration fee with the Illinois Attorney Registration and Disciplinary Commission in an amount not to exceed $500 per year, and her annual dues to remain a member of no more than two (2) Bar Associations, in an amount not to exceed $500 per year.

8. MEDICAL EXAMINATION:

As a required condition of employment for new employees and prior to commencing duties under this Agreement, General Counsel shall submit to a physical examination by a physician licensed in Illinois for any other state to practice medicine and surgery in all its branches, and shall provide the Board with evidence of her physical fitness to perform the duties assigned to her and freedom from communicable disease, including tuberculosis, and the physician’s report of such examination pursuant to Section 24-5 of the School Code. The Board may from time to time require General Counsel to submit to further examinations pursuant to Section 24-5 of the School Code, subject to any other applicable legal requirements. As a condition of employment, General Counsel also agrees to comply with all health requirements
established by law. Physicians’ reports regarding General Counsel’s health shall be filed separately from General Counsel’s personnel file and shall be treated as confidential information by the Board. Nothing herein shall be deemed to waive the physician/patient privilege, which General Counsel shall maintain with any physician with whom she consults for purposes of this Agreement, however, General Counsel shall not withhold from the Board medical information that may affect her job performance. This contract is contingent upon the Board’s receipt of the initial health report demonstrating General Counsel’s fitness, with reasonable accommodation to the extent required by law, to perform fully under this Agreement.

9. TERMINATION OF AGREEMENT: This Agreement may be terminated by:

Mutual Agreement

During the term of this Agreement, the Board and General Counsel may mutually agree in writing to terminate this Agreement.

Termination by the Board without Cause

General Counsel acknowledges that she is employed at-will, and the Board may terminate this Agreement at any time, with or without cause by giving General Counsel notice of unilateral termination. In the event of such termination, the Board shall present General Counsel with an agreement in the form of which is attached herein as Exhibit B, seeking General Counsel’s promise not to proceed with a legal claim against the Board or its agents. Following General Counsel’s execution of the release of claims, General Counsel shall be entitled to be paid a continuation of her then salary for a period of six (6) months after the effective date of termination. General
Counsel acknowledges and agrees that in consideration of this salary extension, she irrevocably waives any right she may have, whether statutory or otherwise, to any hearing or due process to which she might otherwise have been entitled.

**Death**

This Agreement and all obligations contained herein shall terminate in the event of General Counsel’s death.

**Discharge for Cause**

For purposes of this Agreement, termination for cause shall mean termination of the employment of General Counsel by the Board as the result of (1) commission of, or omission constituting, any act of fraud, embezzlement, theft or misappropriation by General Counsel in connection with her employment with the Board; (2) any conviction (including any conditional judgment), guilty plea or plea of nolo contendere by General Counsel for any felony or misdemeanor involving moral turpitude; (3) General Counsel’s license to practice law in the State of Illinois is suspended or revoked; or (4) the Board is prohibited by law from continuing to employ General Counsel (for instance, for reasons enumerated in Section 10-21.9 of the Illinois School Code).

The parties agree that in the event of the Board’s proposed termination of General Counsel for cause, General Counsel shall have the right to written charges, a hearing before the Board, as described in this paragraph, ten (10) days advance written notice of said charges and hearing, and a written fiscal decision. At any such hearing before the Board, General Counsel shall have the right to be present, to be heard, to be represented by counsel, to examine witnesses and to produce
testimonial and documentary evidence relevant to the charges. A transcript of the record of the proceedings before the Board shall be made available without charge to General Counsel. If General Counsel chooses to be accompanied by legal counsel at such hearing, all such personal legal expenses shall be paid by General Counsel. The Board hearing shall be conducted in executive session.

This Agreement and all obligations contained herein shall terminate in the event the Board terminates General Counsel for cause.

10. **Criminal Background Check:**

Under Section 10-21.9 of the School Code, the Board is prohibited from knowingly employing a person who has been convicted of committing, or attempting to commit the enumerated crimes therein. If the criminal background investigation required by Illinois law has not been completed for General Counsel by the time this Agreement is finally approved by the Board, and the subsequent investigation report reveals that there has been a disqualifying conviction, or if a conviction for one of the enumerated crimes occurs during the term of this Agreement, this Agreement shall immediately become null and void.

11. **Indemnification:**

General Counsel shall be afforded the protection from claims and suits as provided in Section 10-20.20 of the School Code of Illinois, including the Board’s obligation to defend her in such actions. General Counsel shall cooperate with Board and its attorneys with respect to defense of such actions.
12. Abuse and Neglect: General Counsel acknowledges that she is a mandated reporter under the Abused and Neglected Child Reporting Act and the Elder Abuse and Neglect Act and avers that she has knowledge of and understands her professional duties and obligations as a mandated reporter under these Acts and as a supervisor of other District employees who are also mandated reporters.

13. Notice: Any notice or communications permitted or required under this Agreement shall be in writing and shall become effective on the of mailing thereof by postage prepaid first class certified mail, addressed as follows:

If to the Board:

President, Board of Education
Rockford School District No. 205
201 South Madison Street
Rockford, IL 61104-2092

If to General Counsel:

Lori Hoadley, Esq.

14. Miscellaneous:

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

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

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.

Integration Clause

This Amendment 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.

Binding Effect

This Agreement shall be binding upon and inure to the benefit of General Counsel, her successors, assigns, heirs, executors, and personal representatives and shall be binding upon and inure to the benefit of the Board, its successors and assigns.

Amendment

Except as may otherwise be provided, no subsequent alteration, amendment, change, or addition to this Agreement shall be binding upon the Parties unless reduced to writing and duly authorized and signed by each of them.

Reservation of Rights

The Board retains the right to repeal, change, or modify any policies or regulations which it has adopted or may hereafter adopt, which affects General Counsel, subject, however, to restrictions contained in the School Code or other applicable law.

Severability

If any 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 shall be deemed removed here from and the remainder of this Agreement shall 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, on the day and year first written above.

[Signature]
General Counsel

Board of Education
Rockford School District No. 205

[Signature]
Its President

ATTEST:
[Signature]
Secretary, Board of Education
EXHIBIT A

POSITION DESCRIPTION

[see attached]
EXHIBIT B

FORM OF RELEASE

[see attached]
ADDENDUM TO EMPLOYMENT AGREEMENT

This Addendum To Employment Agreement ("Addendum") is made this 28th day of January, 2014, between the BOARD of EDUCATION of the ROCKFORD PUBLIC SCHOOLS, DISTRICT NO. 205, WINNEBAGO and BOONE COUNTIES, ILLINOIS ("Board") and Lori Hoadley ("Executive").

WHEREAS, the Board and Executive previously entered into an Agreement on July, 1st, 2010 and,

WHEREAS, the Board and Executive wish to amend the Agreement.

NOW THEREFORE, in consideration of the promises and mutual covenants set forth herein, the parties do agree to amend the Employment Agreement as follows:

1. Paragraph 5 of the Agreement is amended to indicate that the Annual Salary shall be $165,000, effective February 11th, 2014. Salary and other forms of compensation shall be reviewed annually by the Board, and may be adjusted upward by the mutual agreement of the parties.

2. This term of the Agreement any Addendums thereto shall automatically be renewed for one additional year unless, at least 90 days prior to June 30th, 2015, the Board or Executive shall have given written notice to the other party that it does not wish to extend the Agreement.

3. There are no additional changes to the Agreement. The remainder of the original Agreement is in full force and effect.

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

[Signature]
Employee

Board of Education,
Rockford Public Schools District No. 205

[Signature]
Kenneth J. Scrivano, President

ATTEST:
Lisa Jackson, Secretary

BOARD
APPROVED
FEB 11 2014

Rockford Public Schools
SECOND ADDENDUM TO EMPLOYMENT AGREEMENT

This Second Addendum to Employment Agreement ("Addendum") is made this 13th day of January, 2015, between the BOARD of EDUCATION of the ROCKFORD PUBLIC SCHOOLS, DISTRICT NO. 205, WINNEBAGO and BOONE COUNTIES, ILLINOIS ("Board") and Lori Hoadley ("Executive").

WHEREAS, the Board and Executive previously entered into an Agreement on July, 1st, 2010 and,

WHEREAS, the Board approved the First Addendum to the Employment Agreement on February 11, 2014.

WHEREAS, the Board and Executive wish to amend the Agreement and the First Addendum (collectively referred to as the "Employment Agreement").

NOW THEREFORE, in consideration of the promises and mutual covenants set forth herein, the parties do agree to amend the Employment Agreement as follows:

1. The Employment Agreement is amended as follows:

   a. Effective December 1, 2014, Executive's base annual salary shall be increased by 1.7%.

2. There are no additional changes to the Agreement. The remainder of the original Employment Agreement is in full force and effect.

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

[Signature]
Employee

[Signature]
Board of Education,
Rockford Public Schools District No. 205

By: [Signature]
Kenneth J. Scivano, President

ATTEST:
[Signature]
Lisa Jackson, Secretary

[Signature]
BOARD
APPROVED
JAN 13 2015

Rockford Public Schools