

## EMPLOYMENT CONTRACT

**THIS AGREEMENT** made and entered into the \_\_\_\_ day of \_\_\_\_\_, 2009, by and between the Board of Education of Canton Union School District No. 66 of Fulton County, Illinois, hereinafter referred to as “BOARD” and Roy Webb, hereinafter referred to as the “SUPERINTENDENT”, pursuant to a motion of the Board as found in the minutes of the Board meeting dated April 29, 2009.

### WITNESSETH:

**WHEREAS**, the BOARD is the duly elected, qualified and acting governing body of Canton Union School District No. 66 of Fulton County, Illinois, a Special Charter District created under and existing by virtue of an act of the Legislature in force March 29, 1869; and

**WHEREAS**, the SUPERINTENDENT is a duly qualified school superintendent certified as such by the State of Illinois, and

**WHEREAS**, the BOARD desires to employ the SUPERINTENDENT and he desires to be employed as the Superintendent of Schools of said District for a multiple year period of four (4) years;

### NOW, THEREFORE, THE UNDERSIGNED PARTIES AGREE AS FOLLOWS:

1. **Employment.** The BOARD hereby employs the SUPERINTENDENT and the SUPERINTENDENT hereby accepts the employment from the BOARD as Superintendent of Schools of said District for a period of four (4) years commencing July 1, 2009 and terminating on June 30, 2013 or such other date as may be specified herein. Each 12-month employment period from July 1 to June 30 shall be referred to herein as an “employment year”. During the term of this contract the SUPERINTENDENT shall be the chief executive officer of the District in charge of and responsible for all administrative, educational and financial matters pertaining to said District as hereinafter more fully set forth.

2. **Duties.** The duties and responsibilities of the SUPERINTENDENT shall be all those duties incident to the office Superintendent of Schools as set forth in the job description, a copy of which is attached as “Exhibit A” and incorporated herein by reference; those obligations imposed by Laws of the State of Illinois upon the SUPERINTENDENT and such additional duties normally performed by a Superintendent of Schools as from time to time may be assigned by the BOARD.

3. **Certificate.** The SUPERINTENDENT shall secure, maintain and furnish to the BOARD at all times during the term of this contract a valid, appropriate and properly registered certificate to act as Superintendent of Schools in accordance with the Laws of the State of Illinois.

4. **Criminal Records Check.** Pursuant to 105 ILCS 5/10-21.9, boards of education are prohibited from knowingly employing a person who has been convicted of committing or attempting to commit the named crimes therein. If the criminal records check required by Illinois law is not completed at the time this contract is signed, and the subsequent investigation report reveals there has been such a conviction, this contract shall immediately become null and void.

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5. **Salary.** The SUPERINTENDENT'S salary for the 2009-2010 employment year shall be \$121,490.00. Such salary shall be paid in equal installments as frequently as is determined by the BOARD for the payment of salary to other 12-month certified members of the administrative professional staff, less such amounts as provided in this contract and other amounts as required by law. Compensation for the subsequent years shall be based upon agreement after negotiations between the parties, but in no event shall the compensation be less than that paid in the previous employment year, unless mutually agreed to by the parties.

6. **Vision and Dental Insurance.** Vision and Dental coverage is available as part of the non-salary compensation elements, that if elected, are to be included in the "total annual paid compensation".

7. **Other Benefits.** Except as otherwise provided herein, the SUPERINTENDENT shall be allowed such other privileges, leaves and fringe benefits not specifically enumerated herein, except tenure, as are extended to all other certified members of the professional staff.

8. **Annuity.** In addition to the SUPERINTENDENT'S salary set forth in Paragraph 5 hereinabove, the BOARD shall pay \$12,000.00 toward the purchase of a tax-exempt annuity pursuant to Section 403(b) of the Internal Revenue Code.

9. **Vacation.** The SUPERINTENDENT shall be entitled to twenty (20) working days of vacation, exclusive of legal and school year holidays, in each employment year, same to be taken by the SUPERINTENDENT at such time or times as are mutually satisfactory to him and the BOARD and shall not interfere with the fulfillment of his responsibilities as Superintendent of Schools. Annually the Superintendent shall be allowed to cash in up to five (5) days unused vacation for which he shall be paid not later than June 30<sup>th</sup>. In addition, no more than five (5) unused vacation days shall be allowed to carry over from one year to the next.

10. **Automobile.** As a condition of his employment, the SUPERINTENDENT shall be required to purchase an automobile and pay all operating and insurance costs thereof for business use in attending meetings and conferences, attending to the business of the BOARD, and visiting educational sites. The BOARD shall reimburse the SUPERINTENDENT for in-district operating expenses of said automobile in the amount of \$50.00 per month. In addition, the BOARD shall reimburse the SUPERINTENDENT for travel expenses incurred by the SUPERINTENDENT outside the District (over 15 miles) while pursuing his duties as SUPERINTENDENT at the mileage rate as established by the IRS.

11. **Professional Activities.** The SUPERINTENDENT shall be expected to and is encouraged to attend appropriate professional meetings and continuing education in administration and management at the local, state, and national levels. The costs for attending such meetings shall be paid by the BOARD within budget constraints set by the Board.

12. **Dues.** The BOARD shall pay on behalf of the SUPERINTENDENT his professional dues for membership in the Illinois Association of School Administrators, American Association of School Administrators, and such other professional organizations as are approved by the BOARD, up to a maximum of \$1,300.00 per annum.

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13. **Other Work.** The SUPERINTENDENT may undertake speaking engagements, writing, lecturing, and any other professional activities, services or obligations with prior notification to the BOARD so long as the same do not interfere with the performance of his duties and maintenance of his certificate as SUPERINTENDENT.

14. **Evaluation.** On or about January 15 of each year of the contract the BOARD shall evaluate the performance of the SUPERINTENDENT under this contract. Such evaluation shall include, but not be limited to, the performance goals set forth in Section 15 of this Contract, the SUPERINTENDENT'S examination of the establishment and maintenance of educational goals; administration of personnel; rapport with the School Board; and such other evaluation factors as may be found relevant and helpful by the parties. The performance of the SUPERINTENDENT shall be evaluated by the BOARD. A written evaluation of that performance shall be given to the SUPERINTENDENT. The parties may elect to meet and confer on the evaluation prior to the preparation of the formal written evaluation.

15. **Performance Goals.** This contract is a performance based contract linked to student performance, academic improvement, and other district performance based goals. The parties agree that in the initial year of this contract, July 1, 2009 through June 30, 2010, the SUPERINTENDENT shall develop with input from the BOARD OF EDUCATION, said performance goals, as well as indicators that define success criteria for the same. The above shall be submitted to the Board no later than November 1, 2009 for Board review and scheduled for Board approval thereafter not later than February 1, 2010.

16. **Sick Leave.** The SUPERINTENDENT shall be entitled to fifteen (15) days of sick leave annually. Earned sick leave shall be cumulative to a maximum of 180 days. On July 1, 2009, the BOARD shall grant the SUPERINTENDENT fifty (50) sick days which shall be available for use on July 1, 2009.

17. **Residence.** As a condition of employment, the SUPERINTENDENT agrees to maintain his residence within the boundaries of the District. Residency to be established by the start of the 1<sup>st</sup> day of the 2009-2010 school year.

18. **Waiving Tenure.** By accepting the terms of this contract, the SUPERINTENDENT waives all rights of tenure granted under Section 24-11 through 24-16 of the Illinois School Code during the terms of this contract.

19. **Termination.** This employment contract may be terminated by:

- (a) Mutual agreement of the parties.
- (b) Disability of SUPERINTENDENT. Should the Superintendent be unable to perform the duties and obligations of this Agreement, by reason of illness, accident or other cause beyond the Superintendent's control and such disability exists for a period of more than three (3) months after the exhaustion of the Superintendent's sick and vacation leave, or if such disability is permanent, irreparable, or of such nature as to make the performance of Superintendent's duties impossible, the Board, at its option, may terminate this Agreement, whereupon the respective duties, rights and obligations of the parties shall terminate. Prior to termination for disability, the Superintendent may request a hearing before the Board.

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- (c) Discharge of the SUPERINTENDENT for cause. Cause for discharge shall be conduct which is substantially prejudicial to the School District. It shall include, but is not limited to, the reasons and causes set forth in Section 10-22.4 of the School Code. Upon the majority of the total BOARD voting to dismiss for cause, the SUPERINTENDENT shall be entitled to appear before the Board of Education to make such oral or written statement regarding his questioned conduct or dismissal as he desires. Such meeting shall be conducted in executive session if allowed under the then current law.
- (d) Death.

20. **Extension – Non-renewal.** At the end of any year of this contract, the BOARD and SUPERINTENDENT may mutually agree to extend the employment of the SUPERINTENDENT for a multi-year period of up to five (5) years, provided the SUPERINTENDENT has met the Goals and Indicators of Student Performance and Academic Improvement as set forth in Section 15 of this Contract. In such event, the BOARD shall take specific action to discontinue this Contract and enter into a new multi-year Contract of employment as allowed by law.

Notwithstanding paragraph A of this Section, prior to February 1 of the year in which this Contract expires, the BOARD shall take action to extend or not extend the term of this Contract for one additional year, and shall notify the SUPERINTENDENT in writing of such action. Failure of the Board to take such action shall extend this Contract for one (1) additional year.

21. **Advance Study.** The SUPERINTENDENT may enroll in advance study and take additional course work based upon the needs of the District. In such event, the BOARD shall reimburse the SUPERINTENDENT for the actual cost of such study and/or course work.

22. **Reimbursement for Business Expenses.** It is anticipated that the SUPERINTENDENT shall be required to incur certain expenses, including but not limited to a cell phone/pda, in pursuit of the business of the BOARD and, as such, the BOARD agrees to reimburse the SUPERINTENDENT for the actual and necessary expenditures for the same, within budget constraints set by the Board. The SUPERINTENDENT shall keep orderly records of such expenses and reimbursements. Such records shall be the property of the BOARD.

23. **Retirement Contribution.** 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 the Superintendent's 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 further acknowledge that such contributions are made as a condition of employment to secure the Superintendent's future services, knowledge and experience.

24. **Total Annual Paid Compensation.** "Total Annual Paid Compensation" is defined as the sum of all costs paid by the district in paragraphs 5, 6, 8, 10, 12 & 23. This value shall not exceed \$150,000.00 for the first two (2) years of this contract and may constitute an exception to

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the minimum salary requirement term in section 5. The parties intend that in the second year of this contract (2010-2011) the superintendent's salary set forth in section 5 above may be reduced below \$121,490 in order to fund other fringe benefits so as not to exceed the \$150,000 total paid compensation limit set forth in this paragraph. The Superintendent's annual salary for the contract years 2011-2012 and 2012-2013 shall be determined by the Board in consultation with the Superintendent, provided, however, such annual salary shall not be less than the annual salary provided in contract year 2010-2011.

25. **One Time Moving Expense Reimbursement.** The Board agrees to reimburse, one time only, Roy Webb for actual, necessary, and reasonable moving and relocation expenses for which he provides vouchers that are related to his initial move to the district (as set forth in Section 16) , not to exceed the amount of \$5,000.00 (five thousand dollars).

26. **Notices.** Any notice required to be given under this Agreement to the Superintendent shall be deemed sufficient if it is in writing and sent by Certified Mail, Return Receipt Requested to the residence of the Superintendent. Any notice required to be given under this Agreement to the Board shall be deemed sufficient if it is in writing and sent by Certified Mail Return Receipt Requested to the President of the Board or delivered to the Board by the Superintendent at a regularly scheduled Board meeting.

27. **Contracts.** The parties agree that by entering into this agreement all other employment contracts between the parties are extinguished and terminated by mutual agreement.

28. **Savings.** If any portion of this contract is deemed to be illegal or unenforceable, the remainder thereof shall remain in full force and effect.

29. **Applicable Law.** This contract has been executed in Illinois, and shall be governed in accordance with the law of the State of Illinois in every respect.

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

31. **Duplicate Original Contracts.** 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.

32. **Entirety of Agreement.** This contract 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 agreement shall be binding upon the parties unless reduced in writing and duly authorized and signed by each of the parties.

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**IN WITNESS WHEREOF**, the parties have hereunto set their hands and seals to this Agreement, in duplicate, as of the day and year first above written.

**Board of Education of Canton Union  
School District No. 66  
Fulton County, Illinois**

By \_\_\_\_\_  
**PRESIDENT**

**ATTEST:**

\_\_\_\_\_  
**SECRETARY**

\_\_\_\_\_  
**SUPERINTENDENT**