

TECH DIRECTOR'S EMPLOYMENT CONTRACT

THIS CONTRACT made this 15th Day of June, 2015, by and between Board of Education of Canton School District No. 66 (hereinafter referred to as "the Board"), and Don Howell (hereinafter referred to as "the Technology Director"), pursuant to a Motion of the Board at a meeting of the Board held on 15 June 2015, as found in the Minutes of that meeting.

WITNESSETH:

For and in consideration of the mutual promises hereinafter contained, it is covenanted and agreed by and between the parties as follows:

1. **EMPLOYMENT.** The Board hereby employs **Don Howell** as a Technology Director and for Canton School District No. 66 for a period of five (5) years, commencing July 1, 2015 and ending June 30, 2020.

2. **WORK YEAR.** The Technology Director's work year shall include work days Monday through Friday, twelve (12) months per year, for each year of this Contract, except as otherwise provided herein, and except that the Technology Director's employment shall not require him to work on school holidays and on national holidays.

3. **DUTIES.** The duties and responsibilities of the Technology Director shall be all those duties incident to the office of the Technology Director, as set forth in the job description for such position attached hereto and incorporated herein as Exhibit "A." In addition, the Principal shall perform such other duties normally performed by an employee in like position as from time to time may be assigned to the Technology Director by the Superintendent or the Board.

4. **SALARY.** In consideration of the performance of the duties of the Technology Director, the Board shall pay to the Technology Director as base annual salary, the total sum of no less than seventy-three thousand seven hundred forty-one and 00/100 Dollars (\$73,741.00) for 15-16, (\$74, 541) for 16-17, (75, 541) for 17-18, (\$77,807) for 18-19, and (80, 141) which amount shall be payable in substantially equal installments in accordance with the payroll procedures of the District. If the technology fails to meet the requirements of the contract and takes employment elsewhere, he will forfeit all pay and benefits from that point and reimburse the school district \$3000 to conduct a search for a replacement.

5. **EVALUATION.** The Technology Director shall be evaluated by the Superintendent in conformance with the District's Technology Director evaluation plan established in accordance with 105 ILCS 5/24A-15. No later than March 1, 2016, the Board and the Superintendent shall review with the Technology Director, the Technology Director's progress toward established goals and working relationships among the Technology Director, the Superintendent, the Board, the faculty, the staff and the community.

6. **SUCCESSOR CONTRACT.** At the time of the final annual evaluation and assessment under this Contract, the Board and the Technology Director shall engage in

discussions from which the parties may mutually agree to enter into a successor employment contract with the Technology Director for a one year or a multi-year period not to exceed five (5) years. If the Board determines not to offer a new Contract, the Board shall evaluate the Technology Director so that he receives such evaluation on or before March 1, 2016 and shall notify the Technology Director in writing so that the Technology Director receives the notice no later than March 1, 2016. In the event that a new Contract is offered, the Board and the Technology Director shall establish additional goals designed to enhance school wide student performance and academic improvement as well as the indicators to measure the same. Nothing in this paragraph shall prohibit the parties from mutually agreeing to a new Contract prior to March 1, 2016, if existing goals are met.

7. **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 a fingerprint based 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.

8. **DISCHARGE FOR CAUSE.** Throughout the term of this Contract, the Technology Director shall be subject to discharge for cause provided, however, the Board shall not arbitrarily or capriciously call for dismissal and the Technology Director shall have the right to service of written charges, notice of hearing and a hearing before the Board. If the Technology Director chooses to be accompanied by counsel at such hearing, all such personal expenses shall be paid by the Technology Director. Failure to comply with the terms and conditions of this Contract shall also be sufficient cause for purposes of discharge as provided in this Contract.

9. **TERMINATION OR RECLASSIFICATION AT END OF CONTRACT TERM.** The termination and/or reclassification at the end of the term of this Contract shall be as provided by law.

10. **TERMINATION BY AGREEMENT.** During the term of this Contract, the Board and the Technology Director may mutually agree, in writing, to terminate this Contract.

11. **VACATION.** The Technology Director shall be entitled to twenty (20) working days of vacation annually, in each year of this Contract, exclusive of legal holidays. Vacation shall be taken subject to approval of the Superintendent, shall be taken within twelve (12) months of the year in which it is earned and shall not be cumulative.

12. **SICK LEAVE.** The Technology Director shall be entitled to fifteen (15) days of sick leave annually. Earned sick leave shall be cumulative without limit and shall be subject to such other provisions as may be contained in School District policies, rules and regulations.

13. **PERSONAL LEAVE.** The Technology Director shall be entitled to two (2) days of personal leave annually. Earned personal leave shall not be cumulative, and shall be subject to such other provisions as may be contained in School District policies, rules and regulations.

14. **MEDICAL INSURANCE.** The Board shall pay the monthly rate established in the collective bargaining agreement between the District and its certified staff toward insurance premiums for the major medical insurance coverage available through the Board's group insurance carrier.

15. **TERM LIFE.** The Board shall provide and pay for Ten Thousand and 00/100 Dollars (\$10,000.00) of term life insurance for the Principal during the term of this Contract. The Principal shall designate the beneficiary of the policy.

26. **MILEAGE REIMBURSEMENT.** The Board shall pay the Internal Revenue Service rate to the Technology Director for vouchered reimbursable mileage expenses incurred by the Technology Director while using the Technology Director's personal vehicle for the conduct of approved District business. Mileage shall be computed from Canton, Illinois, or other origin of the trip, to the destination and back to Canton. Any travel out of state, or any extended or unusual travel expenses must be pre-approved by the Board. Reimbursement shall be pursuant to the District's policies, rules and regulations.

24. **NOTICE.** Any notice required under this Contract shall be in writing and shall become effective on the day of mailing thereof by first class, registered or certified mail, postage prepaid, addressed:

To the Board:

President, Board of Education

To the Technology Director:

Don Howell

25. **CONTENT OF AGREEMENT.** This Contract contains all the terms agreed upon by the parties with respect to the subject matter of this Contract and supersedes all prior agreements, arrangements and communications between the parties concerning such subject matter whether oral or written.

26. **AGREEMENT GOVERNED BY ILLINOIS LAW.** This Contract is executed in Illinois, and shall be governed in accordance with the laws of the State of Illinois in every respect.

27. **RELEVANT LAW.** This Contract is authorized under the provisions of 105 ILCS 5/10-23.8.

28. **SURVIVAL OF CONTRACT.** This Contract shall be binding upon the parties hereto, their successors and assigns.

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

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed in duplicate in their respective names; and in the case of the Board, by its President and Secretary, pursuant to a duly adopted resolution of the Board on the day and year first above written.

Don Howell, Technology Director

Don Howell

By: *Leonard Z Barnard*
Leonard Barnard, President, Board of Education

ATTEST:

Jake Snowman

Jake Snowman, Secretary, Board of Education