CHIEF INFORMATION OFFICER
CONTRACT OF EMPLOYMENT

THIS AGREEMENT is made and entered into this 21st day of January, 2026, by and between the BOARD OF EDUCATION OF CANTON UNION SCHOOL DISTRICT NO. 66, FULTON COUNTY, ILLINOIS (hereinafter referred to as the "Board"), and DON HOWELL, an individual, (hereinafter referred to as the "Administrator").

1. **EMPLOYMENT.** The Board hereby employs DON HOWELL as Chief Information Officer for this School District and DON HOWELL hereby accepts such employment and agrees to perform such duties as are provided by this Contract, by the job descriptions, by the policies, rules, and regulations of the Board, and by the laws and statutes of the State of Illinois.

2. **TERM.** The term of this Contract will be for a period of three and one-half (3.5) years, commencing January 1, 2026, and ending June 30, 2029.

The Administrator's work year shall include all work days Monday through Friday, twelve (12) months per year, except as otherwise provided herein, and except all legal school holidays set forth in Section 24-2 of the Illinois School Code that the Board has not waived and/or modified, as allowed by law.

3. **PERFORMANCE GOALS.** Annually the Administrator, in consultation with the Superintendent and/or Assistant Superintendent, shall develop the Administrator's goals for the forthcoming year, which shall be set forth in the Administrator's annual evaluation document which will be submitted to the Board for its approval and which will be annually attached hereto and made a part of Exhibit A. In the event that the Administrator, the Superintendent, and the Board fail to agree on the goals to be included in said document, the Superintendent and the Board shall establish the goals.

4. **DUTIES.** The Administrator is and will be throughout the term of this Contract, unless terminated or reclassified as hereinafter provided, the Chief Information Officer for this School District. The Administrator will act under the supervision of the Superintendent and the Board and in accordance with the policies, rules and regulations of this Board of Education and the laws and statutes of the State of Illinois. 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 supervision and management of the maintenance, operations, repair, and replacement of the electronic communications networking and facilities of the School District, the submission of reports and recommendations to the Superintendent concerning the same, the discipline, attendance, supervision and evaluation of information technology ("IT") personnel, the purchasing of necessary supplies and equipment, and all other administrative matters as assigned by the Superintendent, the Assistant Superintendent, or the Board of Education. The Administrator further agrees that he 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 further agrees that he must also perform such other duties as may from time to time be assigned by the Board, the Superintendent, or the Assistant Superintendent.

The Administrator hereby agrees to faithfully perform these duties for the District 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 shall receive a salary in each contract year as follows:

- For the remainder of the 2025-2026 contract year, a prorated salary of $98,505.47;
- For the 2026-2027 contract year, $101,461;
- For the 2027-2028 contract year, $104,504; and
- For the 2028-2029 contract year, $107,640.

Such annual salary shall be paid in substantially equal installments in accordance with the policies of the Board established from time to time with respect to the payment of salaries to licensed members of its professional staff.

In addition to the above salary increases, the Administrator also may attain an additional percentage increase for the following year by meeting the performance goals specified in Section 3 above for a given year: one percent (1%) for meeting two performance goals or two percent (2%) for meeting four performance goals.

The Board has the right to adjust the annual salary of the Administrator during the term of this Contract in its sole and absolute discretion; provided, however, that unless any reduction in salary is uniform with similar reduction of salaries for the School District's licensed staff, the Administrator shall be entitled to notice and a hearing as provided in the case of discharge for cause. Any adjustment in salary, as set forth herein, made during the term of this Contract shall be in the form of an amendment hereto and, after its adoption by the Board of Education, shall be attached hereto and made a part hereof. The parties acknowledge and agree that any adjustment in salary as set forth herein 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. **EVALUATION.** During the term of this Contract, the Superintendent or Assistant Superintendent shall review with the Administrator: (a) the Administrator's working relationships with the Board of Education, the Superintendent, the building principals, 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. The Administrator shall be evaluated by the Superintendent or Assistant Superintendent annually on or before March 1 if possible.

7. **NOTICE OF INTENT NOT TO RENEW CONTRACT.** Notice of intent not to renew this Contract must be given by the Administrator to the Board by March 1 of the year in

which this Contract expires. The provisions of the School Code, as amended from time to time, and the decisional law of the State of Illinois shall apply to this paragraph.

8. **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 therefor. The Administrator shall have the right to be represented by legal counsel of his own choosing at his own expense.

9. **SICK LEAVE.** The Administrator will be entitled to fifteen (15) sick leave days per school year without loss of pay. The Administrator's sick leave may accumulate from year to year up to a total of one hundred and eighty (180) days and shall be subject to such other provisions as may be contained in School District policies, rules, and regulations. The term "sick leave" as used in this Contract shall be interpreted in accordance with Section 24-6 of the School Code (105 ILCS 5/24-6). 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.

10. **PERSONAL LEAVE.** The Administrator will also be entitled to two (2) personal leave days per year. The Administrator's personal leave may accumulate from year to year up to a total of three (3) days, with remaining days converted into sick leave days, and shall be subject to such other provisions as may be contained in School District policies, rules, and regulations.

11. **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. Vacation shall be taken subject to approval by the Superintendent, but at the Administrator's option, such vacation period need not be taken at any one time, but must be taken within twelve (12) months of the year in which it is earned and shall not be cumulative. Unused vacation days will convert to sick days at the end of the contract year in which they were earned. However, upon separation of employment, any unused vacation days shall be paid to the Administrator at the Administrator's current per diem pursuant to the Illinois Wage Payment and Collection Act (820 ILCS 115/1 *et seq.*).

12. **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 in accordance with the rules and regulations of the Board.

13. **INSURANCE BENEFITS.** During the term of this Contract, the Board shall pay the monthly rate established in the collective bargaining agreement between the School District and its licensed staff toward insurance premiums for the major medical insurance coverage

available through the Board's group insurance carrier. The Administrator will also, during the life of this Contract, be entitled to any additional benefits provided to any other employee of this School District as may be established in a collective bargaining agreement or otherwise provided to said employees during the term of this Contract. Such additional benefits will be automatically extended to the Administrator at the time they become effective for said other employees, without further action on the part of the Administrator.

In accordance with the provisions of Article 10, Section 22.3 of the Illinois School Code, the Administrator shall be a 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 licensed employees of the School District.

14. QUALIFIED TAX-DEFERRED PROGRAMS. Out of the salary set forth in paragraph 5 above, the Board shall withhold the Administrator's required contribution to the Illinois Municipal Retirement Fund (hereafter "IMRF"). It is the intention of the parties to qualify these payments as a "picked up" payment sheltered from federal income taxation pursuant to Section 414(h) of the Internal Revenue Code of 1986, as amended.

15. PROFESSIONAL DEVELOPMENT. 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.

16. TERM LIFE INSURANCE. During the term of this Contract, the Board shall provide and pay for Ten Thousand and 00/100 Dollars ($10,000.00) of term life insurance for the Administrator. The Administrator shall designate the beneficiary of the policy.

17. ADMINISTRATOR'S DISCRETIONARY ACTION. The Administrator's decisions and the recommendations regarding the selection, placement, and transfer of School District personnel, including recommendations for discharge, layoff, suspension or discipline of such personnel, shall be subject to approval by the Superintendent and final action by the Board, in their discretion.

The Superintendent and the Board individually and collectively will use their best efforts to promptly refer to the Administrator, for purposes of his study and recommendation, if appropriate, all criticisms, complaints and suggestions which may from time to time be called to their attention. The Administrator will also report to the Superintendent, the Assistant Superintendent, and the Board, collectively whenever possible and individually when criticism warrants, all criticisms, complaints, and suggestions called to the Administrator's attention and will request direction from the Superintendent, the Assistant Superintendent, and the Board as to whether study or recommendation is required from the Administrator.

18. TERMINATION BY AGREEMENT. During the term of this Contract, the Board and the Administrator may mutually agree in writing to terminate this Contract.

19. TERMINATION OR RECLASSIFICATION. The termination and/or reclassification of the Administrator shall be as provided by law. Nothing in this Contract prohibits the Board from ordering the lateral transfer of the Administrator to a position of similar rank and salary during the term of this Contract.

20. BREACH OF AGREEMENT. Failure of the Administrator to fulfill the obligations set forth in this Contract will be deemed a breach of this Contract sufficient to constitute cause for discharge/dismissal of the Administrator or non-renewal of this Contract as provided in paragraphs 7 and 8 above if, in the opinion of the Board of Education, such action would be in the best interests of the School District. In the event of such breach or failure, the Board shall have all other rights and remedies, which are provided by law.

Failure of the Board of Education to fulfill its obligations set forth in this Contract will be considered a breach of this Contract. In such event, the Administrator shall have all rights and remedies which are provided by law.

21. EXTENSION OF CONTRACT. This Contract may be extended at the end of any year, and the terms and conditions of such extension shall require the mutual agreement of the parties hereto.

22. NOTICE. Any notice required under this Contract shall be in writing and shall, unless otherwise provided by law, become effective on the day of mailing thereof by first class, registered or certified mail, postage prepaid, addressed to the Administrator at the address provided most recently to the School District, or addressed to the Board as follows:

President, Board of Education
Canton Union School District #66
20 West Walnut Street
Canton IL 61520

23. 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.

The headings, captions, and numbers used in this Contract are for reference purposes only and not intended to have any effect on the interpretation of the Contract.

This Contract contains all the terms agreed upon by the parties and supersedes all prior agreement, arrangements, and communications between the parties concerning this agreement, whether written or oral. Except as may be otherwise provided herein, no subsequent alteration, amendments, change, or addition to this Contract shall be binding upon the parties unless reduced to writing and duly authorized and signed by each party.

This Contract shall be governed and construed in accordance with the laws of the State of Illinois. The parties agree that venue for all actions between the parties shall lie solely in the state court having jurisdiction over Fulton County, Illinois, and the Administrator hereby submits to the jurisdiction of the same.

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

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.

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

ADMINISTRATOR

DON HOWELL

BOARD OF EDUCATION OF CANTON UNION SCHOOL DISTRICT NO. 66, FULTON COUNTY, ILLINOIS

By: _____
Its President

Attest: _____
Its Secretary