

**2018 AMENDMENT TO
HIGH SCHOOL PRINCIPAL
CONTRACT OF EMPLOYMENT**

THIS AMENDMENT, made and entered into this 20th day of August, 2018, by and between the BOARD OF EDUCATION OF CANTON UNION SCHOOL DISTRICT NO. 66, FULTON COUNTY, ILLINOIS (hereinafter referred to as the "Board"), and MICHAEL LINDY, an individual, (hereinafter referred to as the "Principal").

WITNESSETH:

WHEREAS, the Principal previously entered into a performance-based, multi-year High School Principal Contract of Employment with the Board dated April 24, 2017, for a period of three (3) years, commencing July 1, 2017, and ending June 30, 2020 (herein the "Contract"); and

WHEREAS, the Board and the Principal desire to modify the Contract as set forth in this Amendment; and

WHEREAS, the Board and the Principal agree that this Amendment does not extend the Contract pursuant to 105 ILCS 5/10-23.8a; and

WHEREAS, the Board at a regularly-scheduled meeting held on the 20th day of August, 2018, by motion duly made, seconded and carried by majority per a roll call vote, has authorized the execution of this Amendment to the Contract with MICHAEL LINDY; and

WHEREAS, MICHAEL LINDY is willing to enter into and execute this Amendment to the Contract.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt of which is hereby acknowledged, it is agreed between the parties as follows:

A. **Salary.** Paragraph 5 of the Contract currently provides as follows:

"5. **SALARY.** The Principal shall receive a salary of \$95,000 for the 2017-2018 school year. 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 other licensed members of its professional staff.

The Board has the right to adjust the annual salary of the Principal 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 Principal 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.”

The Board and Principal hereby modify the terms of Paragraph 5 by inserting the underlined sentence and deleting the struck-through sentences, for the Paragraph to read as follows:

“5. **SALARY.** The Principal shall receive a salary of \$95,000 for the 2017-2018 school year. The Principal shall receive a salary of \$97,850 for the 2018-2019 school year. 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 other licensed members of its professional staff.

~~The Board has the right to adjust the annual salary of the Principal 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 Principal 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.”~~

B. Qualified Tax-Deferred Programs. The Board and Principal hereby agree to delete Paragraph 15 of the Contract in its entirety, and replace it with the following provision:

“15. **QUALIFIED TAX-DEFERRED PROGRAMS.** In addition to the salary set forth in paragraph 5 above, the Board shall pay on behalf of the Principal his required contribution to the Teachers’ Retirement System of the State of Illinois (hereafter “TRS”) up to the rate of contribution required for the 2018-19 fiscal year (9.0%) and his required contribution to the Teachers Health Insurance Security Fund (hereafter “THIS”). It is the intention of the parties to qualify these payments by the Board on the Principal’s behalf as a ‘picked up’ payment sheltered from federal income taxation pursuant to Section 414(h) of the Internal Revenue Code of 1986, as amended.

Should the rate of required member contributions for TRS purposes increase during the term of this Contract, from and out of the salary set forth in paragraph 5 above, the Board shall withhold and pay on behalf of the Principal the remainder of his required contribution to TRS. The purpose of such direct employer payments shall be to defer federal income taxation of such amounts, consistent with the provisions of Internal Revenue Code section 414-h(2) and Tax Opinions 81-35 and 81-36.”

C. Tuition Reimbursement / Doctoral Degree. The Board and Principal hereby agree to insert the following new provision into the Contract:

“25. TUITION REIMBURSEMENT / DOCTORAL DEGREE. During the term of this Contract, the Board shall reimburse the Principal at the rate of \$350 per semester hour toward tuition for classes preapproved by the Superintendent. If the Principal resigns from the employment of the Board within three (3) school years following the school year in which a course is completed, the Principal shall be required to repay to the Board the full amount of tuition reimbursement received for that course. This repayment requirement shall not apply if the Principal has reached at least 55 years of age, has sufficient creditable service with the Illinois Teachers’ Retirement System (“TRS”) to retire with a full, non-discounted, non-ERO pension, and resigns with the intent to retire. If the Principal leaves the employment of the Board for any reason before a claim for reimbursement has been paid, the claim for reimbursement is forfeited. Any amounts due the Board under this paragraph may be deducted by the Board from the Principal’s remaining pay, and if any balance remains unpaid thirty (30) days after written notice of said balance is provided, the Principal shall pay the Board’s reasonable attorney’s fees, costs and expenses of litigation incurred by the Board in the collection of any balance due.

If the Principal receives a doctoral degree in an educational or education administration field, the Board will increase the Principal’s salary by 5%. Total pay increases will be capped at 3% per year to avoid any penalties upon the Board pursuant to Illinois law or regulations as may exist from time to time.”

D. No Extension of Contract. The parties agree that this Amendment is not an extension of the term of the Contract pursuant to the provisions of Section 10-23.8a of the School Code, and does not alter Paragraph 1 of the Contract.

E. All Other Terms. The parties agree that all other terms contained in the Contract that do not conflict with the terms stated above shall remain unchanged.

This Amendment 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.

PRINCIPAL

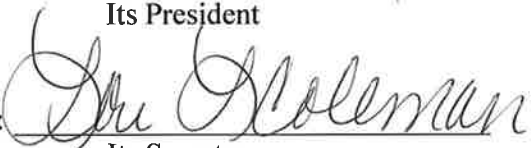
**BOARD OF EDUCATION OF CANTON
UNION SCHOOL DISTRICT NO. 66,
FULTON COUNTY, ILLINOIS**



MICHAEL LINDY

By: 

Its President

Attest: 

Its Secretary