ASSISTANT SUPERINTENDENT AND BUSINESS MANAGER CONTRACT OF EMPLOYMENT

THIS AGREEMENT, made and entered into this 22nd day of February, 2017, by and between the BOARD OF EDUCATION OF CANTON UNION SCHOOL DISTRICT NO. 66, FULTON COUNTY, ILLINOIS (hereinafter referred to as the "Board"), and TAD DERENZY, an individual, (hereinafter referred to as the "Administrator").

WITNESSETH:

WHEREAS, on the 21st day of March, 2016 the Board entered into a contract of employment with TAD DERENZY, as a building principal, for a period of one (1) year commencing July 1, 2016, and ending June 30, 2017; and

WHEREAS, the aforesaid Contract was a performance-based contract linked to student performance and academic improvement of the schools within the District; and

WHEREAS, the aforesaid Contract included goals and indicators of student performance and academic improvement determined and used by the Board to measure the performance and effectiveness of TAD DERENZY as a building principal; and

WHEREAS, the Board has determined that all of the performance and improvement goals contained in the Contract for the Contract Year commencing July 1, 2016, and ending June 30, 2017, have been met and the Board is now authorized by 105 ILCS 5/10-23.8a to extend the Contract; and

WHEREAS, the Board desires to employ TAD DERENZY as Assistant Superintendent and Business Manager for this School District to perform such duties as are required 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, as presently exist or are hereafter made or amended, for a period of one (1) year, commencing July 1, 2017, and ending June 30, 2018; and

WHEREAS, the Board at a regularly-scheduled meeting held on the 22nd day of February, 2017, by motion duly made, seconded and carried by majority per a roll call vote, has authorized the execution of this Contract of Employment with TAD DERENZY; and

WHEREAS, TAD DERENZY is willing to enter into and execute this Contract on the basis of the same being a one-year contract, as provided for in Article 10, Section 23.8a of the School Code (105 ILCS 5/10-23.8a).

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:

1. **EMPLOYMENT.** The Board hereby employs TAD DERENZY as Assistant Superintendent and Business Manager for this School District and TAD DERENZY 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.

During the term of this Contract, the Administrator does not waive rights granted under Sections 24-11 through 24-16 of the School Code. During the term of this Contract, the Administrator will maintain contractual continued service status (i.e. tenure) as a teacher of the School District.

2. **TERM.** The term of this Contract will be for a period of one (1) year, commencing July 1, 2017, and ending June 30, 2018.

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, 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. In the event that the Administrator, 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 as Assistant Superintendent and Business Manager is and will be throughout the term of this Contract, unless terminated as hereinafter provided, the administrator in charge of the School District's business affairs, and will also provide assistance to the Superintendent for other administrative matters. 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 submission of reports and recommendations to the Superintendent and the Board concerning purchases by the School District, assets of the School District, short-range and long-range fiscal planning of the School District, and the management of all other matters regarding the business affairs of the School District, and shall provide assistance to the Superintendent on administrative matters, including the evaluation of building principals or other administrators. 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 or the 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 of $90,000 for the period beginning July 1, 2017 and ending June 30, 2018. Such annual salary shall be paid in 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, but in no event shall said payments be made in less than twelve (12) monthly installments.

6. **LICENSE.** The Administrator must, throughout the term of this Contract, furnish to the Board of Education a valid and appropriate license and endorsements to act as Assistant Superintendent and Business Manager in accordance with the laws and statutes of the State of Illinois and the rules and regulations of the State Board of Education, but shall not be required to obtain the endorsement for chief school business officials.

7. **OTHER WORK.** Only with the prior consent of the Board may the Administrator undertake consultative work, speaking engagements, writings, lecturing or other such professional duties and obligations unrelated to his duties as Assistant Superintendent and Business Manager of this School District; provided, however, that the Board President shall have the authority to grant permission for such other work in the event that time does not permit presenting the question to the full Board for prior approval. The applicable requirements and provisions of 110 ILCS 100/1-1 and the decisional laws of the State of Illinois in respect to same, shall apply to the provisions of this paragraph 7.

8. **EVALUATION.** During the term of this Contract, the Superintendent shall review with the Administrator: (a) the Administrator's working relationships with the Board of Education, the Superintendent, 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 in accordance with the School District's evaluation plan. Such evaluation shall be made annually on or before March 1.

9. **NOTICE OF INTENT NOT TO RENEW CONTRACT.** Notice of intent not to renew this Contract, other than in the case of discharge for cause, must be given by the Board to the Administrator by March 1 of the year in which this Contract expires. 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 9.

10. **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.

11. SICK AND PERSONAL 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 without limit 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.

The Administrator will also be entitled to two (2) personal leave days per year. The Administrator's personal leave may not accumulate from year to year and shall be subject to such other provisions as may be contained in School District policies, rules, and regulations.

12. 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 20-day 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.*).

13. 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.

14. 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 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 other licensed employees of the School District.

15. QUALIFIED TAX-DEFERRED PROGRAMS. In addition to the salary set forth in paragraph 5 above, the Board shall pay on behalf of the Administrator his required contribution to the Teachers' Retirement System of the State of Illinois (hereafter "TRS") 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 Administrator'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.

16. MEMBERSHIPS IN PROFESSIONAL SOCIETIES. The Board will, during the term of this Contract, pay the Administrator's annual membership dues to the Illinois Association of School Administrators and the Illinois Association of School Business Officials, and such other organizations as determined by the Board.

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.

17. 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.

18. TUITION REIMBURSEMENT/ DOCTORAL DEGREE. During the term of this Contract, the Board shall reimburse the Administrator at the rate of $350 per semester hour toward tuition for classes preapproved by the Superintendent. If the Administrator receives a doctoral degree in an educational or education administration field, the Board will increase the Administrator's salary by 5%. Total pay increase will be capped at 6% or less to avoid any penalties upon the Board pursuant to Illinois law or regulations as may exist from time to time.

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

20. TERMINATION OR RECLASSIFICATION. The termination and/or reclassification at the end of the term of this Contract shall be as provided by law.

21. BREACH OF AGREEMENT. Failure of the Administrator to fulfill the obligations set forth in this Contract will be considered to be a violation of the Administrator's Code of Ethics and may be reported by the Board to appropriate state and national associations of school administrators and state education authorities. Such failure may also 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 9 and 10, 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.

22. EXTENSION OF CONTRACT. Subject to the provisions of Article 10, Section 23.8a of the School Code, 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.

23. 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

24. 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 agreements, 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

Tad DeRenzy

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

By: _____
Its President

Attest: _____
Its Secretary