

## DIRECTOR OF STUDENT SERVICES 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 **Cheley Martin** (hereinafter referred to as “the Director”), pursuant to a Motion of the Board at a meeting of the Board held on 20 May 2013, as found in the Minutes of that meeting.

PASSED 15 June 2015.

### 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 **Cheley Martin** as a Director of Student Services and for Canton School District No. 66 for a period of three (3) years, commencing July 1, 2015 and ending June 30, 2018. This is a three-year contract. By entering previously into a multi-year contract, the Director waives all rights granted her under sections 24-11 to 24-16 (105 ILCS 5/24-11 to 105 ILCS 5/24-16) of The School Code for the term of the multi-year contract. During the term of this Contract, the Director will not achieve teaching tenure, nor will she deemed to be serving the required probationary period.

2. **WORK YEAR.** The 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 Director’s employment shall not require her to work on school holidays and on national holidays.

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

4. **SALARY.** In consideration of the performance of the duties of the Director, the Board shall pay to the Director as base annual salary, the total sum of no less than Ninety-eight thousand four hundred seventy-one and 00/100 (98,471) in Year 15-16, (99,271) in year 16-17, and (100, 271) in year 17-18 (which amounts shall be payable in substantially equal installments in accordance with the payroll procedures of the District).

5. **PENSION.** From and out of the salary of the Director as set forth hereinabove in paragraph 4, the Board shall withhold and pay such amount as may be required by law, on behalf of the Director, to the Teachers’ Retirement System. The purpose of such direct employer payment shall be to defer federal income taxation of such amount, consistent with the provisions of Internal Revenue Code section 414-h(2) and Tax Opinions 81-35 and 81-36.

6. **T.H.I.S.** From and out of the salary of the Director as set forth hereinabove in paragraph 4 the Board shall withhold and pay such percentage of the Director's salary as may be required by law on behalf of the Director to the Teacher Health Insurance Security Fund.

7. **ACADEMIC IMPROVEMENT AND STUDENT PERFORMANCE.** This contract is a performance-based contract linked to student performance and academic improvement of the District. The Special Education Director shall strive to meet the goals during the term of this Contract. The parties agree the goals and indicators are linked to student performance and academic improvement of the District. The parties will meet prior to March 1, 2016, to establish the performance goals and objectives.

8. **EVALUATION.** The Director shall be evaluated by the Superintendent in conformance with the District's principal evaluation plan established in accordance with 105 ILCS 5/24A-15. No later than March 1, 2016 and March 1, 2017, and March 1, 2018 the Board and the Superintendent shall review with the Director, the Director's progress toward established goals and working relationships among the Director, the Superintendent, the Board, the faculty, the staff and the community.

9. **SUCCESSOR CONTRACT.** At the time of the final annual evaluation and assessment under this Contract, the Board and the Director shall engage in discussions from which the parties may mutually agree to enter into a successor employment contract with the Director for a one year or multi-year period not to exceed five (5) years. If the Board determines not to offer a new Contract, the Board shall evaluate the Director so that she receives such evaluation on or before March 1, 2018 and shall notify the Director in writing so that the Director receives the notice no later than March 1, 2018. In the event that a new Contract is offered, the Board and the 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, 2018, if existing goals are met.

10. **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.

11. **CERTIFICATION.** The Director shall furnish the Board, during the life of this Contract, a valid and appropriate Illinois teaching certificate and such other endorsements or qualifications as may be necessary to perform duties as the Director in accordance with the laws of the State of Illinois and as directed by the Board.

12. **DISCHARGE FOR CAUSE.** Throughout the term of this Contract, the Director shall be subject to discharge for cause provided, however, the Board shall not arbitrarily or capriciously call for dismissal and the Director shall have the right to service of written charges, notice of hearing and a hearing before the Board. If the Director chooses to be accompanied by

counsel at such hearing, all such personal expenses shall be paid by the 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.

13. **REFERRALS TO Director.** The Superintendent of Schools shall refer promptly all criticisms, complaints and suggestions called to his attention to the Director for study and recommendation.

14. **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.

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

16. **VACATION.** The 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.

17. **SICK LEAVE.** The 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.

18. **PERSONAL LEAVE.** The 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.

19. **ANNUITY.** In lieu of health insurance benefits, The Board shall pay one thousand eight hundred dollars (\$1800) annually toward a tax sheltered annuity, selected from the list of approved district annuity vendors.

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

21. **PROFESSIONAL DUTIES.** The Board encourages continuing professional growth of the Director through membership and participation in professional organizations and through attendance at appropriate professional meetings and conferences at the local and state level. The Board shall pay the cost of the Director's annual membership dues in one (1) professional organization to be selected by the Director. The Director may attend professional meetings and the Board shall reimburse the Director for actual and necessary expenses incurred by her in attending such meetings and conferences upon approval by the Superintendent.

22. **TUITION REIMBURSEMENT/ DOCTORAL DEGREE ACQUISITION.** The Board shall reimburse the rate established in the collective bargaining agreement between

the District and its certified staff toward tuition for classes preapproved by the superintendent. If this administrator receives a doctoral degree in an educational field or education administration field, the board will increase the administrator's salary by 5%. Total pay increase will be capped at 6% or less, so that the district will not have or face any penalties from the state or teacher retirement system.

23. **OTHER WORK.** With prior notice to and approval by the Board, the Director may undertake consultative work, speaking engagements, writing, lecturing and other professional duties and obligations, provided that these activities do not interfere with the effective performance of her duties as Director.

24. **MILEAGE REIMBURSEMENT.** The Board shall pay the Internal Revenue Service rate to the Director for vouchered reimbursable mileage expenses incurred by the Director while using the 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.

25. **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

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To the Director:

Cheley Martin

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.

  
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**Cheley Martin, Director**

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

**ATTEST:**

  
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**Jake Snowman, Secretary, Board of Education**