

ASSISTANT SUPERINTENDENT OF TEACHING AND LEARNING CONTRACT
Fiscal Year 2020-2025

This Contract made and entered into this ____ day of _____, 2020 by and between the Board of Education of Decatur Public School District No. 61, Decatur, Illinois (hereinafter “the Board”) and Jeff Dase, (hereinafter “the Assistant Superintendent”), ratified at the meeting of the Board held on _____, 2020 as found in the minutes of that meeting.

IT IS AGREED:

1. Employment. The Assistant Superintendent is hereby hired and retained from July 1, 2020 to June 30, 2025, as Assistant Superintendent of Teaching and Learning.

2. Salary. The Board shall set the Assistant Superintendent’s salary. For the 2020-2021 fiscal year the amount of the Assistant Superintendent’s salary shall be not less than One Hundred Fifty-Six Thousand Seven Hundred Fifteen and 00/100 Dollars (\$156,715.00) per annum and for each subsequent year of the Contract an amount to be determined before the beginning of each subsequent contract year, but in no case shall the salary be less than the amount paid during the previous contract year. The Assistant Superintendent hereby agrees to devote such time, skill, labor and attention to his employment, during the term of this Contract, except as otherwise provided in this Contract, and to perform faithfully the duties of Assistant Superintendent for the school district and the Board as set forth in this Contract. The annual salary shall be paid in substantially equal installments in accordance with the policy of the Board governing payment of salary to other members of the professional staff. Any adjustment in salary made during the life of this Contract shall be in the form of an approved amendment and shall become a part of this Contract. It is provided, however, that by so doing, it shall not be considered that the Board has entered into a new Contract with the Assistant Superintendent, nor that the termination date of this Contract has been in any way extended unless so stated in the Board approved amendment.

3. Pension. In addition to the salary of the Assistant Superintendent as set forth hereinabove in paragraph 3, the Board shall pay 9.8901% of the salary set forth in paragraph 3 (or 9.0% deducted from the resulting gross). The resulting gross shall be computed by adding the salary in paragraph 3 to 9.8901% of the salary in paragraph 3 as an employer paid pension contribution consistent with the provisions of Internal Revenue Code section 414-h(2) and Tax Opinions 81-35 and 81-36. Such payments shall be consideration for this Contract, shall be creditable earnings for purposes of Teacher Retirement System pension calculations and the Assistant Superintendent did not have the option of choosing to receive such amount directly instead of having such contribution paid by the employer to the Teacher Retirement System of the State of Illinois.

4. T.H.I.S. From and out of the salary and pension payments of the Assistant Superintendent, as set forth hereinabove in paragraph 3, the Board shall withhold any such amount as may be required by law, on behalf of the Assistant Superintendent to the Teacher Health Insurance Security Fund.

5. Evaluation. Annually, but no later than March 1st of each year, the Superintendent or designee shall review with the Assistant Superintendent progress toward established goals and working relationships among the District Leadership Team, Departments for which Assistant Superintendent is responsible, principals, the faculty, the staff and the community, and shall consider the Assistant Superintendent’s continued employment and annual salary for the next subsequent year

(if any). A summary of the evaluation will be provided to the Assistant Superintendent in writing within 30 days following the evaluation pursuant to the District's evaluation plan for Administrators.

6. Academic Improvement and Student Performance Goals. This Contract is a performance-based contract linked to student performance and academic improvement of the District. By adoption of this Contract, the Board has found that the Assistant Superintendent has successfully met the student performance and academic improvement goals in his previous contract. The Assistant Superintendent shall 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.

Annually, the Assistant Superintendent, with the assistance of his administrative team and building level administrators, shall:

- (a) foster academic achievement among all learners in a student-centered learning environment;
- (b) establish a collaborative culture District-wide that improves the climate for learning in all schools; and
- (c) align organizational structure and resources to improve efficiency, effectiveness, and the financial health of the School District.

7. License. During the term of this Contract, the Assistant Superintendent shall furnish to the Board a valid and appropriate license to act as Assistant Superintendent in accordance with the laws of the State of Illinois and as directed by the Board.

8. Other Work. With the permission of the Superintendent in advance, The Assistant Superintendent may undertake consultative work, speaking engagements, writing, lecturing, college or university teaching, and other professional duties and obligations provided that these activities do not interfere with the effective performance of his duties as Assistant Superintendent.

9. Discharge for Good Cause. Throughout the term of this Contract, the Assistant Superintendent shall be subject to discharge for good cause provided, however, that the Board shall not arbitrarily or capriciously call for dismissal and that the Assistant Superintendent shall have the right to service of written charges, notice of hearing and a hearing before the Board. If the Assistant Superintendent chooses to be accompanied by counsel at such a hearing, all such personal expenses shall be paid by the Assistant Superintendent. 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.

10. Termination by Contract. During the term of this Contract, the Board and Assistant Superintendent may mutually agree, in writing, to terminate this Contract.

11. Referrals to Assistant Superintendent. The Board collectively and individually and the Superintendent shall promptly refer all criticisms, complaints, and suggestions called to its/their attention to the Assistant Superintendent for study and recommendation.

12. Professional Activities. The Assistant Superintendent shall be encouraged to attend appropriate professional meetings at the local, state, and national levels. Within budget constraints, the costs of attendance shall be paid by the Board upon receipt of a full, itemized account of such costs.

13. Reimbursement for Use of Personal Car. The Board shall pay the Internal Revenue Service rate to the Assistant Superintendent for vouchered reimbursable mileage expenses incurred by

the Assistant Superintendent while using the Assistant Superintendent's personal vehicle for the conduct of approved District business. Reimbursement shall be pursuant to the District's policies, rules and regulations.

14. Membership Dues. The Board shall pay the cost of Assistant Superintendent's annual membership dues as provided in the document entitled Administrator and Administrative Support Staff Compensation and Benefits (December 4, 2018).

15. Medical Insurance. Assistant Superintendent shall be provided with medical insurance and medical insurance options as provided in the document entitled Administrator and Administrative Support Staff Compensation and Benefits (December 4, 2018).

16. Life Insurance. Assistant Superintendent shall be provided with life insurance as provided in the document entitled Administrator and Administrative Support Staff Compensation and Benefits (December 4, 2018).

17. Vacation. Assistant Superintendent shall be provided with vacation days as provided in the document entitled Administrator and Administrative Support Staff Compensation and Benefits (December 4, 2018).

18. Sick Leave and Personal Leave. Assistant Superintendent shall be provided with sick leave and personal leave days as provided in the document entitled Administrator and Administrative Support Staff Compensation and Benefits (December 4, 2018).

19. Disability. Should the Assistant Superintendent be unable to perform the duties and obligations of this Contract by reason of illness, accident or other cause beyond the Assistant Superintendent's control and such disability exists after the exhaustion of accumulated leave days and vacation days during any school year, the Board, in its discretion, may make a proportionate deduction from the salary stipulated. If such disability continues for sixty (60) days after the exhaustion of accumulated leave days (including FMLA) and vacation days during any school year, or if such disability is permanent, irreparable or of such nature as to make the performance of the Assistant Superintendent's duties impossible, the Board, at its option, may terminate this Contract, whereupon the respective duties, rights and obligations of the parties shall terminate. The Assistant Superintendent shall provide medical evidence of illness to the Board President upon request.

20. 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 the fingerprint based criminal records check required by Illinois law is not completed at the time this Contract is signed, and any subsequent investigation or report reveals there has been such a conviction, this Contract shall immediately become null and void.

21. 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
Decatur School District No. 61
Keil Administrative Center
101 W. Cerro Gordo Street
Decatur, IL 62523

To the Assistant Superintendent:
Jeff Dase
last known address

22. Headings. Paragraph headings and numbers have been inserted for convenience of reference only, and if there shall be any conflict between any such headings or numbers and the text of this Contract, the text shall control.

23. Contract Extension. At the end of any year of this Contract, the Board and Assistant Superintendent may mutually agree to extend the employment of the Assistant Superintendent for a multi-year period of up to five (5) years. In such event, the Board shall take specific action to discontinue this Contract and enter into a multi-year Contract of Employment as allowed by law. Notwithstanding the foregoing, prior to April 1 of the year in which this Contract expires, the Board shall take action to extend or not to extend the terms of this Contract for one additional year, and shall notify the Assistant Superintendent in writing of such action. Failure of the Board to take such action shall extend this Contract for five (5) additional years.

24. Residency. The Assistant Superintendent's residency within the boundaries of the District was required at the time of his employment and shall be required during the entire term of his employment by the District. Assistant Superintendent established residency within the political boundaries of the District prior to assuming his duties in the district. Failure to establish and maintain residency within the political boundaries of the school district shall be deemed material breach of contract and shall be sufficient cause to terminate this Contract.

25. Copies of Contract. 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.

26. Severability. It is understood and agreed by the parties that if any part, term, or provision of this Contract is held by the courts to be illegal or in conflict with any law of the State of Illinois, the validity of remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular part, term, or provision held to be invalid.

27. Jurisdiction. This Contract has been executed in the State of Illinois, and shall be governed in accordance with the laws of the State of Illinois in every respect.

28. Complete Understanding. 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, whether oral or written.

29. Relevant Law. This Contract is authorized under the provisions of 105 ILCS 5/10-23.8a.

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

Assistant Superintendent

**Board of Education
Decatur Public School District No. 61**

By: _____
President

ATTEST:

Secretary