

**BOARD OF EDUCATION OF PROVISO TOWNSHIP HIGH SCHOOLS DISTRICT 209  
COOK COUNTY, ILLINOIS**

**ASSISTANT SUPERINTENDENT FOR FINANCE AND OPERATIONS/CSBO EMPLOYMENT  
AGREEMENT**

**THIS AGREEMENT** is made this 8th day of January, 2019 between the Board of Education of Proviso Township High Schools District 209, Cook County, Illinois (“Board”) and Michael Tanner (“Administrator”).

**WHEREAS**, the Board and the Administrator desire to enter into a mutually binding and mutually beneficial agreement by which Michael Tanner shall serve and act as the Assistant Superintendent of Finance and Operations/CSBO for Proviso Township High Schools District 209 pursuant to the terms, conditions and mutual considerations identified below; and

**WHEREAS**, the terms of this Employment Agreement were approved in open session of the January 8, 2019 meeting of the Board of Education and a January 23, 2019 meeting of the Financial Oversight Panel, and are maintained in the personnel file of the Administrator in the form of this Agreement;

**NOW, THEREFORE**, in consideration of the covenants set forth in this Agreement, the sufficiency of which are acknowledged by the parties hereto, the Board and Administrator agree as follows:

**1. EMPLOYMENT**. The Board hereby employs Michael Tanner for the period of January 7, 2019 through June 30, 2020 as the Assistant Superintendent of Finance and Operations/CSBO. The Board may, by specific action and with the consent of the Administrator, extend the termination date of this Agreement to the fullest extent permitted by State law.

## **2. DUTIES.**

a. The duties and responsibilities of the Administrator while employed shall be those incidental to the position of "Assistant Superintendent of Finance and Operations/CSBO" as set forth in the job description contained in Board Policy as amended from time to time, the job description attached hereto as Exhibit A as amended from time to time, those obligations imposed by federal or State law upon the Superintendent or designee, and such other professional duties customarily performed by an Administrator and/or CSBO or as from time to time may be assigned to the Administrator by the Superintendent or the Board of Education. It is understood and agreed that the Board of Education retains the right to transfer the Administrator to any other position within the District for which the Administrator is qualified unilaterally and without cause provided that the term, salary, and benefits set forth within this Agreement are not diminished.

b. The Administrator shall devote the Administrator's time, attention and energy to the business of the School District and as is necessary in order to perform faithfully the duties set forth herein. However, the Administrator may serve as a consultant to other districts or educational agencies, lecture, engage in writing activities, speaking engagements, and engage in other activities that are of a short-term duration and with the approval of the Superintendent. Any work performed for individuals and/or entities outside of the School District by the Administrator must not interfere with the Administrator's performance of the duties as required under this Agreement. If such outside work is deemed to interfere with the Administrator's performance of duties under this Agreement, the Superintendent shall notify the Administrator that the outside

work must be terminated immediately and said determination shall be binding upon the Administrator.

c. The Administrator understands and agrees that as an employee of the Board, the Administrator is expected to act at all times in a manner of high integrity, within the bounds of the law and board policy, in a manner that does not endanger the safety of the students, faculty, or other administrators of the School District, and in a manner that does not bring the reputation of the School District into disrepute.

**3. STUDENT PERFORMANCE AND ACADEMIC IMPROVEMENT.** This Agreement is a performance-based contract. Student performance and academic improvement goals are attached hereto as Exhibit B. The foregoing goals shall be used by the Board and/or Superintendent to measure the performance and effectiveness of the Principal, along with such other information as the Superintendent or Board may determine relevant and/or necessary.

**4. COMPENSATION.**

a. The Administrator shall receive an annual salary of ONE HUNDRED SIXTY-FOUR THOUSAND FIVE HUNDRED DOLLARS (\$164,500.00). This annual salary shall be based upon a contractual year of July 1 through June 30. For purposes of the 2018-2019 school year, this amount shall be pro-rated based upon the Administrator's starting date as set forth herein. The Board of Education and the Administrator may meet to determine the Administrator's salary for each subsequent year of this Agreement, however, the Administrator's salary amount may not be reduced from the amount set forth above without his consent.

From the salary set forth above, the Administrator may elect to reduce and contribute from the Administrator's salary to a tax-sheltered annuity pursuant to Section 403(b) of the Internal Revenue Code of 1986 (the "Code") as amended. It is understood and agreed that the cost of any 403(b) contributions, which are from a salary withholding agreement, shall be deducted from the Administrator's annual salary and shall not require an expenditure of funds by the Board above the compensation paid to the Administrator in the form of salary.

b. The Board shall pay the entire required contribution on behalf of the Administrator to the Teachers' Retirement System ("TRS") of the State of Illinois by deducting it from the salary provided in Section 3(a) of this Agreement and remitting it to the TRS of the State of Illinois. The Administrator shall not have any right or claim to said amounts paid on her behalf by the Board to the TRS, except as it may become available at the time of retirement, resignation, or otherwise permitted from the TRS. Both parties acknowledge that the Administrator did not have the option of choosing to receive the contributed amounts directly instead of having such contribution paid by the School District to the TRS, and further acknowledge that such contributions are made as a condition of employment to secure the Administrator's future services, knowledge and experience.

c. The salary described above shall be paid in equal installments in accordance with the policy of the Board governing payment of salary to other certificated/licensed members of the professional staff, less such amounts as provided for in this Agreement, and other amounts as may be required by law.

**5. EVALUATION.** The Board and Administrator agree that during each year of this Agreement, but typically no later than March 1, there shall be an evaluation of the Administrator's performance under this Agreement by the Superintendent. The evaluation shall be based on a set of goals and objectives mutually agreed upon and developed by the Superintendent and the Administrator and other criteria typically utilized to evaluate the performance of administrative personnel in the District. Such goals should address, but not be limited to, an examination of the establishment and maintenance of educational goals, administration of personnel, rapport with School Board, and other factors of appraisal that may be established by the parties. The performance of the Administrator shall be appraised by the Superintendent and a written evaluation of that performance given to the Assistant Superintendent. Failure of the Superintendent and/or Board of Education to evaluate the Administrator as set forth in this paragraph shall not be constructed as a breach of this contract and shall not serve to extend this Agreement in any fashion whatsoever.

**6. CERTIFICATE/LICENSE.** The Administrator shall furnish to and maintain for the Board a valid and appropriate certificate/license to act as school administrator and a Chief School Business Official in accordance with the laws of the State of Illinois and as directed by the Board. The Administrator will further acquire and maintain any and all necessary credentials required by law or the Illinois State Board of Education in order to evaluate the performance of principals, other administrators, and teachers during the term of this Agreement. The parties expressly acknowledge and agree that this Agreement is contingent upon the Administrator maintaining the foregoing certifications, credentials,

and licenses as specified in this Section and the Administrator's failure to maintain these certifications renders this Agreement void.

**7. TERMINATION OF AGREEMENT.** This Agreement may be terminated by:

- A. Mutual agreement of the parties;
- B. Resignation provided the Administrator gives the Board at least sixty (60) days written notice of the proposed resignation;
- C. Discharge for cause. "For cause" means any conduct, act, or failure to act by the Administrator which is detrimental to the best interests of the School District. Reasons for discharge for cause shall be given in writing to the Administrator, who shall be entitled to notice and a hearing before the Board for it to determine whether such cause exists. If the Administrator chooses to be accompanied by legal counsel, the Administrator shall bear any costs therein involved. The Board hearing shall be conducted in closed session.

The Administrator may be suspended without pay between the time that the causes in writing are provided and up through the pendency of the termination proceedings. However, the term "termination proceedings" shall only include the period of time up to and including the hearing before the Board and does not include the period of time subsequent to the Board's decision to discharge the Administrator. If the Board of Education determines that there are not sufficient grounds to discharge the Administrator, any and all salary withheld during the period of suspension without pay shall be paid to the Administrator within fourteen days unless the Board decides to impose a suspension without pay as a disciplinary consequence equaling the number of days that the Administrator was suspended;

- D. Disability which is established through either a written statement from a licensed physician setting forth that the Administrator has a disability which precludes the Administrator from performing the material functions of the Administrator's position with or without accommodation for a period of time of three (3) months or more in excess of the Administrator's accumulated sick and vacation leave time. This determination will not be made until a meeting has been held between the Administrator and the Board of Education to discuss alternative accommodations which may permit the Administrator to perform the material functions of the position. It is understood and agreed upon by the parties, however, that the regular on-site attendance of the Administrator on the grounds of the District and at District-related functions, including but not limited to, meetings of the Board of Education, collective bargaining meetings and other staff meetings, and the management and control of on-site employees are material functions of the Administrator's position;

- E. Failure to comply with the terms and conditions of this Agreement after notification and a reasonable opportunity to correct, where appropriate;
- F. Failure to obtain or maintain the certificate/license as set forth in Section 6 of this Agreement; or,
- G. Death of the Administrator.

**8. VACATION.** The Administrator shall receive twenty (20) work days of vacation annually based upon an employment year of July 1 through June 30. The amount of vacation days for the 2018-2019 school year shall be pro-rated based upon the Administrator's start date. All vacation dates shall be approved by the Superintendent in advance of the Administrator taking vacation. The Administrator shall also be entitled to compensated days off on all school holidays. Spring, summer, and winter non-student attendance periods shall constitute work days unless specifically scheduled and credited toward the vacation listed above. Any vacation days not used during each year between July 1 and June 30 shall be deemed forfeited and will not be available to be rolled over or paid. If vacation days remain accrued at the conclusion of the Administrator's employment with the Board, these days will be paid in conformity with Illinois law based upon a per diem (1/260) rate of pay. It is understood and agreed, however, that should this payment create a creditable earnings increase in excess of three percent (3%) for the Administrator (or otherwise require a penalty to be paid by the Teachers' Retirement System), the parties agree that the payment due shall be considered a post-severance payment which shall be made thirty (30) days after the Administrator's last day of service for the Board of Education (or any other type of payment that would not result in a penalty to be paid to the Teachers' Retirement System).

**9. SICK LEAVE.** The Administrator shall be entitled to fourteen (14) days per year of sick leave with a maximum accumulation of unused sick leave days permitted by Illinois

law. The Administrator shall be entitled to three (3) days per year for personal business, religious holidays, or unforeseen emergencies, which cannot be attended to before or after school hours, or on Saturdays, Sundays or holidays. These sick and personal days shall be pro-rated for the 2018-2019 school year based upon the Administrator's start date. Notice of such absence, within reason, shall be given, when possible, at least a day in advance. Unused personal leave days shall be added to the Administrator's accumulated sick leave under this contract.

**10. HOSPITALIZATION/MAJOR MEDICAL INSURANCE.** The Board shall provide and pay the entire premiums for hospitalization, major medical and dental insurance for the Administrator, the Administrator's spouse, and the dependent members (as defined by the contract of insurance then in effect) of the Administrator's immediate family during the term of this Agreement. The benefits of such coverage shall be in accordance with the basic insurance coverage provided to certified staff pursuant to the collective bargaining agreement between the Board of Education and the Proviso Teachers Union Local 571 as amended from time to time. Should the Board, during the term of this Agreement, no longer provide insurance coverage for the certificated/licensed staff and/or be subject to an excise tax or penalties, this paragraph shall become null and void and the Board shall immediately meet with the Administrator to determine a monetary equivalent for this benefit or to provide an alternative benefit that does not incur an excise tax or penalty.

**11. TERM LIFE INSURANCE.** The Board shall provide and pay the premiums for a term life insurance policy for the Administrator during the term of this Agreement in the amount of One Hundred Thousand Dollars (\$100,000.00). The Board shall assign the



ownership of the term life insurance policy to a person or trust designated by the Administrator, and upon termination of this Agreement shall allow the owner to continue the life insurance at the Administrator's own expense, provided the assignment is permitted by the insurance carrier. It is understood and agreed that the Administrator is not entitled to obtain the cash equivalent of this policy in lieu of receiving the policy.

**12. TRANSPORTATION EXPENSE.** The Administrator shall be required, as a condition of employment, to use an automobile to visit the sites of schools, attend Board and community functions, and to attend conferences, meetings, and workshops. The Administrator shall be entitled to reimbursement for any necessary automobile travel. Automobile travel expenses shall be determined at the Internal Revenue Service mileage rate. The Administrator shall submit appropriate substantiation of all expenses incurred in all business travel for which reimbursement is sought and in conformity with Board Policy.

**13. RENEWAL.** The Board shall notify the Administrator of its intent to renew this Agreement no later than April 1, 2021. In the event that such notice is not sent to the Administrator by this date, it shall be deemed that the School District has renewed this Agreement for a period of one (1) school year extending the termination date set forth herein, but leaving any and all other benefits at the same level as the previous year.

**14. TUITION REIMBURSEMENT.** The Administrator shall be entitled to tuition reimbursement under the terms set forth herein. Eligibility for tuition reimbursement shall be contingent on prior approval of the class or education program (i.e., Masters of Special Education) by the Superintendent and when said class or program is in the field of education and provides a benefit to the services provided to the District. The

reimbursement amount shall be 75% of the tuition cost when a grade of "A" is earned by the Assistant Superintendent and 50% of the tuition cost when a grade of "B" is earned by the Assistant Superintendent ("Reimbursement Rates"). There shall be no reimbursement for any uncompleted class and no reimbursement for any class where a grade lower than a "B" was earned by the Assistant Superintendent. Tuition reimbursement requests shall be submitted within sixty (60) days of receipt of a final grade and shall be accompanied by an official record or records indicating the course taken, the grade received and the cost of said course.

In order to be eligible for tuition reimbursement, the Administrator agrees to not voluntarily resign employment with the Board for a period within three (3) years of the conclusion of any school year in which a tuition reimbursement is received. The Administrator will execute a separate addendum to this effect upon request for reimbursement. In addition, the Administrator agrees to voluntarily execute any and all documents necessary to withhold any amounts due from the Administrator's final paycheck which become due as a result of the Administrator's voluntary resignation within the three (3) year period described in this paragraph. Should the Administrator refuse to execute such a withholding agreement and/or otherwise fail to repay the District for any reimbursement owed to it by way of this paragraph, the Administrator shall be liable for any and all costs, including reasonable attorneys' fees, incurred by the District in instituting any action to recover the amount due hereunder.

The reimbursement amount for approved and eligible coursework shall be paid at 100% of the Reimbursement Rate for classes taken within the last school year, 66% of the

Reimbursement Rate for classes taken within the last two (2) school years and 33% of the Reimbursement Rate for classes taken within the last three (3) school years.

**15. NOTICE.** Any notice or communication permitted or required under this Agreement shall be in writing and shall become effective on the day of mailing thereof by first class mail, registered mail, or certified mail, postage prepaid, addressed:

If to the BOARD, to: BOARD OF EDUCATION  
8601 Roosevelt Rd.  
Forest Park, IL 60130

If to the Administrator, to: Michael Tanner  
(At the last known address per  
official Board records)

**16. PROFESSIONAL LIABILITY.** The Board agrees that it shall defend, hold harmless, and indemnify the Administrator from any and all demands, claims, suits, actions and legal proceedings brought against the Administrator in the Administrator's individual capacity, or in the Administrator's official capacity as agent and employee of the District provided the incident arose while the Administrator was acting within the scope of employment and excluding criminal litigation. Except that, in no case, will individual Board members be considered personally liable for indemnifying the Administrator against such demands, claims, suits, actions, and legal proceedings.

**17. MISCELLANEOUS**

- A. This Agreement has been executed in Illinois, and shall be governed in accordance with the laws of the State of Illinois in every respect. The parties agree that any dispute arising under this Agreement shall be brought in the Circuit Court of Cook County, Illinois or the United States District Court for the Northern District of Illinois regardless of the residences of any parties at the time of any dispute arising based upon the employment relationship expressed herein.
- B. Section headings and numbers have been inserted for convenience of reference only, and if there shall be any conflict between such headings or numbers and the text of this Agreement, the text shall control.

- C. This Agreement 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.
- D. This Agreement contains all of the terms agreed upon by the parties with respect to the subject matter of this Agreement and supersedes all prior agreements, arrangements, and communications between the parties concerning such subject matter, whether oral or written.
- E. This Agreement shall be binding upon and inure to the benefit of the Administrator, the Administrator's successors, assigns, heirs, executors, and personal representatives, and shall be binding upon, and inure to the benefit of the Board, its successors and assigns.
- F. Both parties have had the opportunity to seek the advice of counsel. The Board has relied upon the advice and representation of counsel selected by it respecting the legal liabilities of the parties, if any. If the Administrator decides to act without the advice of counsel or against the advice of the Administrator's counsel, the Administrator's conduct was voluntary and without threat or coercion.
- G. Except as may otherwise be provided, no subsequent alteration, change, or addition to this Agreement shall be binding upon the parties unless reduced to writing and duly authorized and signed by each of them.
- H. The Board retains the right to repeal, change, or modify any policies or regulations which it has adopted or may hereafter adopt, subject, however, to restrictions contained in the *Illinois School Code* and other applicable law.
- I. If any section, provision, paragraph, phrase, clause, or word contained herein is held to be void, invalid, or contrary to law by a court of competent jurisdiction, it shall be deemed removed here from, and the remainder of this Agreement shall continue to have its intended full force and effect.

[SIGNATURE PAGE TO FOLLOW]

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed in their respective names and in the case of the Board, by its President and Secretary on the 8th day of January, 2019.

Administrator

\_\_\_\_\_  
Michael Tanner

BOARD OF EDUCATION OF PROVISO  
TOWNSHIP HIGH SCHOOLS DISTRICT 209

BY:

\_\_\_\_\_  
President, Board of Education

ATTEST:

\_\_\_\_\_  
Secretary, Board of Education