

**COMMUNITY UNIT SCHOOL DISTRICT NO. 16
DISTRICT ATHLETICS AND ACTIVITIES DIRECTOR'S EMPLOYMENT
CONTRACT 2025-2028 SCHOOL YEAR**

Whereas, the Board of Education, New Berlin Community Unit School District No. 16, hereinafter referred to as "the Board" and Dillon Binkley, hereinafter referred to as "District Athletics and Activities Director" do hereby agree to memorialize the terms and conditions for the employment of the District Athletics and Activities Director for a three-year period.

Now, therefore, on this 15^h day of May, 2025, the Board and District Athletics and Activities Director, in consideration of the mutual promises contained herein, do hereby enter into this Employment Contract on the following terms and conditions as approved by the Board at a duly convened public meeting as prescribed by law.

1. **EMPLOYMENT:** District Athletics and Activities Director is hereby retained for a three (3) year period commencing on July 1, 2025, and terminating on June 30, 2028 (working 200 days a fiscal year), to serve as a District Athletic and Activities Director within Community Unit School District No. 16, Sangamon and Morgan Counties, Illinois. This Contract replaces any prior employment contract between the parties.
2. **DUTIES:** The duties and responsibilities of the District Athletics and Activities Director shall be all those duties incident to the office of District Athletic and Activities Director as set forth in Board policy and the job description of the District Athletics and Activities Director, those obligations set forth in the Illinois School Code, and, such other duties normally performed by an District Athletics and Activities Director, and as from time to time may be assigned by the Board. The District Athletics and Activities Director is responsible for the planning, operation, and evaluation of athletics and extracurricular programs, including the educational progress and performance of student-athletes, and all other administrative matters as assigned by the Superintendent or Board. The District Athletics and Activities Director may be responsible for teaching duties less than 50% of time, including substituting during the school day, as may be assigned by the Superintendent or Board. His conduct shall always be reflective of the highest standards of integrity and good character.
3. **PERFORMANCE GOALS:** In accordance with 105 ILCS 5/10-23.8(a), the parties will established Performance Goals for the District Athletics and Activities Director for the term of this contract, including indicators that will be used by the Board to measure the District Athletics and Activities Director's achievement of these Goals. (See attached)
 - A. The Board, in consultation with the Superintendent, has the sole exclusive right to set the final Performance Goals.
 - B. Final determination as to whether or not the District Athletics and

Activities Director has met the Performance Goals of this contract shall be within the sole exclusive discretion of the Board.

C. The Performance Goals and Indicators for the District Athletics and Activities Director are set forth as follows:

- i. The District's Athletics and Activities programs will be compliant with all Board policies and laws;
- ii. The District's Athletics and Activities programs will make continuous improvement, including improvements of student performance and academic eligibility; and
- iii. The District's Athletics and Activities programs will enhance the District's overall image in the community and beyond.

4. **SALARY AND BENEFITS:**

A. **SALARY.** In consideration of the District Athletics and Activities Director's services listed herein, the Board of Education will pay to his annual salary of Eighty Thousand dollars and 00 cents (\$80,000) for the 2025-2026 fiscal year (July 1 to June 30). In consideration of the salary listed herein, the District Athletics and Activities Director hereby agrees to devote such time, skill, labor, and attention to this employment during the term of this Agreement, and to perform faithfully the duties of a District Athletics and Activities Director for this District as set forth in this Agreement. The annual salary herein provided shall be paid in equal installments in accordance with the policy of the Board governing payment of salary to other certificated members of the professional staff. The Board retains the right to adjust the annual salary of District Athletics and Activities Director during the term of this Agreement, provided that any salary and benefit adjustment does not reduce the annual salary and benefits provided in the previous fiscal year. Any adjustment in salary made during the life of this Agreement shall be in the form of a written amendment executed by both parties and shall become a part of this Agreement. However, by so doing, it shall not be considered that the Board has entered into a new Agreement with District Athletics and Activities Director or that the termination date of this Agreement has been in any way extended.

B. **PENSION SYSTEM.** In addition to the annual salary set forth above, the Board shall pay on behalf of the District Athletics and Activities Director to the Illinois Teachers' Retirement System and the Teachers' Health Insurance Security Fund the District Athletics and Activities Director's required contributions to said pension system. The District Athletics and Activities Director does not have any right or claim to said amount except as it may become available at the time of retirement or resignation from the State of Illinois Teachers' Retirement System. Both parties acknowledge that the District Athletics and Activities Director did not have the option of choosing to receive the contributed amounts directly, instead of having such contributions made as a condition of employment to secure the District

Athletics and Activities Director's future services, knowledge, and experience.

- C. **INSURANCE.** The Board will provide the District Athletics and Activities Director with the following insurance benefits:
1. Full single employee hospitalization and medical insurance as provided under any group program effective in the District during the term of this Agreement. In the event that any health reform legislation or other law shall prohibit or otherwise restrict the Board from providing the insurance benefit herein described, the Board retains the right to limit participation of the employee and her beneficiaries in the district Health Plans to the same terms and conditions provided to other certified employees. In such event, the monetary equivalent of the difference in premium cost for the employee's elected coverage shall be paid to the employee as salary to the extent that any such additional payment does not result in a penalty or other cost to the Board from TRS. To the extent possible, the Board and employee will work together to avoid any TRS conversion issues.
 2. Term Life Insurance policy totaling Twenty-five thousand dollars and no cents (\$25,000.00).
- D. **VACATION.** The District Athletics and Activities Director shall receive ten (10) workdays of vacation annually, exclusive of legal holidays and student vacation days scheduled during the school attendance year. Vacation days shall be taken subject to the approval of the Superintendent. Vacation days must be taken within twelve (12) months of the year in which it is earned and shall not be cumulative.
- E. **SICK LEAVE.** The District Athletics and Activities Director shall be granted sick leave, as defined in Section 24-6 of the Illinois School Code, of TEN (10) working days per year and may accumulate to a maximum of THREE HUNDRED FORTY (340) days and shall be subject to such other provisions as may be contained in the Illinois School Code, District policies, and rules and regulations.
- F. **PERSONAL LEAVE.** At the beginning of each fiscal year, District Athletics and Activities Director shall be granted THREE (3) personal leave days. All unused personal leave days may be converted to sick leave days, except when District Athletics and Activities Director has reached the maximum amount of days listed above.
- G. **OTHER BENEFITS.** The District Athletics and Activities Director shall be

entitled to all the benefits normally given to other staff and employees in the District.

5. **PROFESSIONAL ORGANIZATION.** The Board encourages the District Athletics and Activities Director to participate in this professional organization in the interest of promoting a better understanding of his role in the District and its concerns. The Board will reimburse the District Athletics and Activities Director for dues and membership fees to an Association if said membership is approved by the Superintendent prior to participation.
6. **PROFESSIONAL ORGANIZATION MEETING ATTENDANCE.** The District Athletics and Activities Director is expected to attend appropriate professional meetings at the local and state levels as authorized by the Superintendent. The Board will reimburse the District Athletics and Activities Director for all reasonable expenses incurred as a result of his attendance at these meetings.
7. **EVALUATION.** The Superintendent shall conduct annual evaluations of the District Athletics and Activities Director. The evaluation shall include a description of the District Athletics and Activities Director's duties and responsibilities and standards to which the District Athletics and Activities Director is to conform. The evaluation shall be in writing and shall consider the District Athletics and Activities Director's specific duties, responsibilities, management and competence as an District Athletics and Activities Director. A copy of the evaluation shall, upon completion, be delivered to the District Athletics and Activities Director and another copy placed in the District Athletics and Activities Director's personnel file. Nothing herein shall be construed to extend the contract terms beyond its agreed termination date.
8. **CERTIFICATION.** District Athletics and Activities Director shall furnish to the Board evidence of his possession of a valid teaching certificate with at least four (4) years of teaching experience and holding a Type 75 PEL OR have relevant post graduate degree or experience in accordance with the laws of the State of Illinois and as directed by the Board and shall be able to pass the criminal background check as provided by law for certified school employees.
9. **MEDICAL EXAMINATION.** The Board of Education may direct the District Athletics and Activities Director, when job-related and consistent with business necessity, to undergo a complete medical examination by a physician of the Board's choice. The reasonable costs of the medical examination shall be reimbursed by the Board. Any report of the medical examination shall be given directly and exclusively by the examining physician to District Athletics and Activities Director. The District Athletics and Activities Director shall cause the physician to provide the Board with a written certification of District Athletics and Activities Director's continued fitness for duty, which shall remain confidential to the Board.

10. **DISCHARGE FOR CAUSE DURING TERM OF AGREEMENT.** Throughout the term of this Agreement, District Athletics and Activities Director shall be subject to discharge for just cause. The Board shall not arbitrarily or capriciously call for dismissal of the District Athletics and Activities Director and the District Athletics and Activities Director shall have the right to service written charges, notice of hearing, and a closed hearing before the Board. If District Athletics and Activities Director chooses to be accompanied by counsel at such hearing, all such personal expenses shall be paid by District Athletics and Activities Director. The Parties agree that just cause is defined for the purposes of this Contract as (1) the District Athletics and Activities Director's material breach of any express condition of this Contract, Board policies, and/or other rules applicable to the District Athletics and Activities Director which is incorporated herein; (2) any action by the District Athletics and Activities Director that causes substantial prejudice to or is harmful to the best interests of this school district; (3) any action or conduct that constitutes moral turpitude; and (4) conviction of a felony. The Parties agree that the decision of the Board on dismissal for cause shall be final.

This employment contract may be terminated for the following other reasons:

- A. Mutual, written agreement of the parties; or
- B. Death of District Athletics and Activities Director.

11. **TERMINATION BY AGREEMENT.** During the term of this Agreement, the Board and District Athletics and Activities Director may mutually agree, in writing, to terminate this Agreement.
12. **NOTICE.** Any notice or communication permitted or required under this Agreement shall be in writing and shall become effective on the day of mailing hereof by registered or certified mail, addressed:

If to the Board, to:

President, Board of Education
Community Unit School District #16
600 N. Cedar
New Berlin, IL 62670

If to the Athletics and Activities Director, to:

Address is on File in the District Office

13. **GOVERNING LAW.** This Agreement has been executed in Illinois and shall be governed in accordance with the laws of the State of Illinois in every respect.
14. **MULTIPLE PARTS.** 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.
15. **COMPLETE AGREEMENT.** 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. Any amendments must be in writing signed by both parties.
16. **SEVERABILITY.** If any provision of this Agreement is deemed void or unenforceable, the remainder of this Agreement shall not be affected.

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, on the day and year first written above.

Community Unit School District No. 16.
Board of Education

Attest:

By: _____
President, Board of Education

Secretary, Board of Education

Dillon Binkley

By: _____
District Athletics and Activities Director