

**STATEMENT OF THE BOARD OF EDUCATION
OF COMMUNITY UNIT SCHOOL DISTRICT 200
REGARDING DR. RICHARD DRURY'S EMPLOYMENT AND RESIGNATION**

The Board of Education of Community Unit School District 200 and its Superintendent, Dr. Richard Drury, have entered into an Agreement providing for Dr. Drury's resignation effective March 9, 2010.

Dr. Drury successfully accomplished major goals to address the financial health of the School District and to open the new Hubble Middle School. However, in August, 2009, differences arose over future goals and the leadership and direction of the School District. Discussions between Dr. Drury and the Board about these differences resulted in the Agreement.

Dr. Drury's personal and professional integrity remain above reproach. No issues related to Dr. Drury's integrity exist or were a consideration in the differences which arose between the Board and Dr. Drury. Additionally, the consensus to seek the Agreement was reached by the Board in August before any controversy arose over President Obama's national speech to school children in early September.

Dr. Drury and the Board determined that the best interests of the School District would be served by the Agreement. Entering into the Agreement at this time permits the Board to secure interim leadership, to begin a timely search for Dr. Drury's successor and to more readily enable development and implementation of new goals and direction for the School District.

The Agreement provides for the payment of the remainder of Dr. Drury's full salary for the 2009-2010 school year and TRS contributions through March 9, 2010. The remaining salary is approximately \$148,000, plus approximately \$15,500 in regular contributions to be paid by the Board to the Illinois Teachers' Retirement System. The Agreement also provides for a \$60,000 post-resignation severance payment in lieu of any other payments under Dr. Drury's Contract of

Employment, which is replaced by the Agreement. For the remainder of his employment with the School District, Dr. Drury will serve in an administrative capacity performing educational work of value to the School District. He may use up to 55 days of accumulated vacation during that time, but no payment will be made for unused vacation.

The Board expects to name Dr. Charles Baker to serve as acting superintendent while the Board begins immediately to conduct a search for a new superintendent. Dr. Baker is a highly respected retired administrator who currently works for the District as Interim Director for High School Curriculum. Dr. Baker has agreed to provide leadership services to the District under his current salary structure, thereby creating no additional cost to the Board. Under the leadership of Dr. Baker and the current administrative team, the Board looks forward to enhancing the quality educational services provided to the students of District 200 by the District's outstanding faculty and support staff.

RESIGNATION AGREEMENT
(COMMUNITY UNIT SCHOOL DISTRICT NO. 200/DR. RICHARD DRURY)

THIS AGREEMENT is made by, and entered into between, the Board of Education (the "Board") of Community Unit School District No. 200, DuPage County, Illinois (the "School District") and Dr. Richard Drury, an employee of the Board and Superintendent of the School District.

WHEREAS, the Board of Education of Community Unit School District 200 and its Superintendent, Dr. Richard Drury, have entered into this Agreement providing for Dr. Drury's resignation effective March 9, 2010.

WHEREAS, Dr. Drury successfully accomplished major goals to address the financial health of the School District and to open the new Hubble Middle School. However, in August, 2009, differences arose over future goals and the leadership and direction of the School District. Discussions between Dr. Drury and the Board about these differences resulted in this Agreement;

WHEREAS, Dr. Drury's personal and professional integrity remain above reproach. No issues related to Dr. Drury's integrity exist or were a consideration in the differences which arose between the Board and Dr. Drury. Additionally, the consensus to seek the Agreement was reached by the Board in August before any controversy arose over President Obama's national speech to school children in early September; and

WHEREAS, Dr. Drury and the Board determined that the best interests of the School District would be served by entering in to this Agreement. Entering into the Agreement at this time permits the Board to secure interim leadership, to begin a timely search for Dr. Drury's successor and to more readily enable development and implementation of new goals and direction for the School District.

NOW, THEREFORE, the Board and Dr. Drury agree as follows:

1. Dr. Drury hereby resigns effective at the close of the day on March 9, 2010, as an employee of the Board. Dr. Drury hereby resigns as Superintendent in the School District upon the effective date of this Agreement, at which time the Contract of Employment, dated July 9, 2008, between the Board and Dr. Drury, as extended to 2012 (the "Contract") shall terminate; provided, however, he shall continue as an administrative employee of the Board through March 9, 2010, with such duties, compensation and benefits as set forth below. The Board hereby accepts Dr. Drury's resignations and the termination of the Contract, which are irrevocable.
2. Beginning with the effective date of this Agreement through March 9, 2010, Dr. Drury will perform administrative work of educational value to the School District and commensurate with his experience, training, qualifications and credentials during regular administrative hours as assigned by the Board, through its President or designee. Such work shall be sufficient to permit Dr. Drury to receive service and earnings credit from the Illinois Teachers' Retirement System ("TRS").
3. For the work performed under paragraph 2 above, the Board shall pay Dr. Drury the Two Hundred Eight Thousand and No/100 (\$208,000.00) Dollars base salary provided for under the 2009-2010 school year under the Contract, less the salary earned and due under the Contract up to the effective date of this Agreement. The Board has already made a contribution of Twenty One Thousand Five Hundred and No/100 (\$21,500.00) Dollars to a 403(b) annuity for the 2009-2010 school year under paragraph 12 of the Contract and no further contribution to an annuity will be made. The base salary shall continue to be paid at the current pay rate and paydays, with any remainder of the salary paid with Dr. Drury's last regular paycheck. The Board shall make the required contributions to TRS on such base salary, and for THIS and

Medicare, as provided for in paragraph 6 of the Contract and for the foregoing annuity contribution.

4. On or before March 9, 2010, Dr. Drury shall use, without additional compensation beyond that provided for in paragraph 3 above, the 55 days of vacation which he has available for use as of the effective date of this Agreement, consisting of 25 days of vacation for the 2009-2010 school year and 30 days carried over from previous school years. Dr. Drury must use these vacation days, or lose them, and he will not be compensated for any unused vacation days after termination of his employment.

5. As of the effective date of this Agreement, Dr. Drury has 53 days of sick leave accumulated under the Contract, in addition to 2 personal days, which continue to be available for his use. Promptly after the termination of Dr. Drury's employment, the number of unused sick leave days remaining shall be reported to TRS by the Board.

6. During the term of Dr. Drury's employment under this Agreement, the Board shall provide Dr. Drury with the term life insurance, disability insurance coverage and indemnity benefits provided for in paragraphs 13, 14, and 17 of the Contract, respectively. The indemnification set forth in paragraph 17 of Dr. Drury's Contract is adopted verbatim and made a part of this Agreement. The indemnification shall continue for claims made after termination in connection with his employment.

7. In full satisfaction of any claim for severance pay and for continuation and maintenance of fringe benefits under paragraph 19.E. of the Contract, and as additional consideration for the release, waiver and covenant not to sue under paragraph 9 of this Agreement, the Board shall pay Dr. Drury Sixty Thousand and No/100 (\$60,000.00) Dollars, less deductions required by law, within thirty (30) days after the later of his final regular paycheck or his last day of employment.

8. Except as otherwise agreed or required by law, including without limitation the Illinois Freedom of Information Act, the Board and Dr. Drury shall be limited, in substance, to making the following statement to subsequent employers, the Board's employees, the media and the public in regard to Dr. Drury's employment and resignation under this Agreement:

The Board of Education of Community Unit School District 200 and its Superintendent, Dr. Richard Drury, have entered into an Agreement providing for Dr. Drury's resignation effective March 9, 2010.

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Dr. Drury's personal and professional integrity remain above reproach. No issues related to Dr. Drury's integrity exist or were a consideration in the differences which arose between the Board and Dr. Drury. Additionally, the consensus to seek the Agreement was reached by the Board in August before any controversy arose over President Obama's national speech to school children in early September

Dr. Drury and the Board determined that the best interests of the School District would be served by the Agreement. Entering into the Agreement at this time permits the Board to secure interim leadership, to begin a timely search for Dr. Drury's successor and to more readily enable development and implementation of new goals and direction for the School District.

Additionally, the Board may make, in substance, the following statement publicly, to its employees and the media regarding the Agreement:

The Agreement provides for the payment of the remainder of Dr. Drury's full salary for the 2009-2010 school year and TRS contributions through March 9, 2010. The remaining salary is approximately \$148,000, plus approximately \$15,500 in regular contributions to be paid by the Board to the Illinois Teachers' Retirement System. The Agreement also provides for a \$60,000 post-resignation severance payment in lieu of any other payments under Dr. Drury's Contract of Employment, which is replaced by the Agreement. For the remainder of his employment with the School District, Dr. Drury will serve in an administrative capacity performing

educational work of value to the School District. He may use up to 55 days of accumulated vacation during that time, but no payment will be made for unused vacation.

Additionally, the Board will provide prospective employers at the written request of Dr. Drury to the Board President with the reference letter attached as Exhibit A to this Agreement.

9. Except for a breach of this Agreement and except as stated herein, Dr. Drury shall not file or assert in any forum any grievance or claim for damage, loss, or injury of any kind against the Board arising out of any grievance or claims related to his employment, leaves from employment, and resignation from employment with the Board which may exist as of the effective date of this Agreement, including, but not limited to, any claim of a constitutional, statutory (including unemployment compensation but excluding workers' compensation claims), ordinance, common law, contractual or collective bargaining nature related to his employment, leaves from employment, and resignation from employment with the Board. Dr. Drury further waives and generally releases any such grievance or claim which might exist related to his employment, up to the effective date of this Agreement (but does not waive any potential claims or causes of action based on this Agreement), leaves from employment, and resignation from employment with the Board and covenants not to seek re-employment with the Board, being free to seek employment with all other Illinois Boards or School Districts, or to bring any judicial, administrative, or grievance action against the Board with respect to any matter arising out of his employment, leaves from employment, and resignation from employment with the Board as provided in this Agreement, except for a breach of this Agreement. The terms and conditions of this Agreement are in full and complete satisfaction of, and Dr. Drury waives and generally releases, any claim for money or other damage or injury including, but not limited to, compensatory and/or punitive damages, which he may have against the Board arising out of his

employment, leaves from employment, and resignation from employment with the Board, except for a breach of this Agreement. The foregoing includes, but is not limited to, any and all claims arising under the Illinois School Code, Title VII of the Civil Rights Act of 1964, as amended (as amended by the Civil Rights Act of 1991), 42 U.S.C. §§2000e *et seq.* and 42 U.S.C. §1981a; 42 U.S.C. §1981; the Age Discrimination in Employment Act, 29 U.S. §621 *et seq.*; the Americans with Disabilities Act, 42 U.S.C. §12101 *et seq.*; the Family and Medical Leave Act, 29 U.S.C. §2601 *et seq.*; the Illinois Human Rights Act; the Constitutions of the United States and the State of Illinois; any federal, state or local statute, regulation or ordinance; any and all claims under common law related to his employment, leaves from employment, and resignation from employment with the Board, including, but not limited to, fraud, detrimental reliance, intentional or negligent infliction of emotional distress, embarrassment, pain and suffering, libel, slander, defamation, and wrongful termination; violation of public policy; breach of contract as of the effective date of this agreement; and any and all claims for attorneys' fees and costs incurred by Dr. Drury in relation to such claims. As used in this paragraph with regard to Dr. Drury's acknowledgment, waiver, release and covenant not to sue, the term "Board" includes the School District, the Board and its members, employees and agents in their official and individual capacities. It is further understood and agreed that all releases under this Agreement are intended to be mutual and the Board releases any and all claims, rights, causes of action or demands it may currently have based on the employment relationship with Dr. Richard Drury.

10. Dr. Drury acknowledges that he was offered at least 21 days to consider and comprehend the terms contained in this Agreement and he has consulted with counsel of his choice. Dr. Drury further acknowledges that he has entered into the Agreement voluntarily without any duress or undue influence on the part of, or on behalf of, the Board or anyone else.

11. The considerations exchanged in this Agreement do not constitute, and shall not be interpreted as, an admission of fault, wrongdoing, liability or deficiency of any kind on the part of either the Board or Dr. Drury.

12. This Agreement sets forth all of the promises, agreements, terms, conditions and understandings between the Board and Dr. Drury relative to the subject matter of this Agreement, and there are no promises, agreements or undertakings, either oral or written, express or implied, between Dr. Drury and the Board, except as set forth in this Agreement. Except as expressly provided in this Agreement, no other payments or benefits of any kind shall be due Dr. Drury.

13. The preambles to this Agreement are fully adopted and incorporated into this Agreement for all purposes and are a material part of this Agreement.


14. This Agreement shall become effective and be deemed dated as of the date the last of the parties signs as set forth below. Dr. Drury may, however, revoke this Agreement by providing written notice of revocation to the Board President within seven (7) days of the effective date.

BOARD OF EDUCATION,
COMMUNITY UNIT SCHOOL
DISTRICT NO. 200, DuPage
County, Illinois

DR. RICHARD DRURY

By: 
President



Attest:

Secretary

Dated: 10/15/09

Date: 10-15-09

EXHIBIT A
TO THE RESIGNATION AGREEMENT
(COMMUNITY UNIT SCHOOL DISTRICT NO. 200/DR. RICHARD DRURY)

[date]

[name]

[address]

Dear _____:

Dr. Richard W. Drury began employment with Community Unit School District 200 in July, 2007, as the Superintendent of the District. CUSD 200 is a large metropolitan Chicago school serving approximately 14,000 students located in the communities of Wheaton, Warrenville and Winfield.

Dr. Drury provided valuable leadership to the District in spearheading the passing of the referendum for \$58 million to build a new state-of-the-art "green" middle school. Also, faced with a deficit of \$14 million, he developed a plan to balance the budget within three years. Part of the plan was the implementation of Energy Educators which was estimated to save the District \$10 million over ten years.

Additionally, through Dr. Drury's service as Superintendent:

- Student achievement improved
- Professional development for 21st Century skills was enhanced
- Attendance boundaries at selected elementary schools were re-drawn
- A new communication plan was implemented

We have great respect for his lifelong dedication to student learning and commitment to the improvement of the educational profession.

Sincerely,

President, Board of Education
Community Unit School District 200