

SUPERINTENDENT EMPLOYMENT CONTRACT

THIS CONTRACT made this 19th day of March, 2019, by and between the Board of Education of Bluford Unit School District No. 318 (hereinafter referred to as “the Board”), and Shane Gordon (hereinafter referred to as “the Superintendent”), pursuant to a Motion of the Board at a meeting of the Board held on March 19, 2019, as found in the Minutes of that meeting.

This Contract constitutes a successor administrative performance based employment contract entered into during the term of an existing, predecessor administrative performance based employment contract. In accordance with the provisions in 105 ILCS 5/10-23.8, the Superintendent and the Board confirm and acknowledge that the Superintendent has met the goals and indicators of student performance and academic achievement, as stated in the predecessor contract.

W I T N E S S E T H:

For and in consideration of the mutual promises hereinafter contained, it is covenanted and agreed by and between the parties as follows:

1. **TERM.** The Board hereby employs Shane Gordon as the Superintendent of Schools in and for Bluford Unit School District No. 318 for a period of five (5) years, commencing July 1, 2019 and ending June 30, 2024.

2. **DUTIES.** The duties and responsibilities of the Superintendent shall be all those duties incident to the office of Superintendent, as promulgated by the Board and all duties and responsibilities imposed by the laws of the State of Illinois upon the Superintendent; and in addition, the Superintendent shall serve as the Chief Administrative Officer of the Board and shall perform such additional duties normally performed by a Superintendent as from time to time may be assigned to the Superintendent by the Board.

3. **SALARY.** In consideration of the performance of the duties of Superintendent, the Board shall pay to the Superintendent for the period extending from July 1, 2019 through June 30, 2020, the sum of Ninety-Nine Thousand Two Hundred Fifty and 00/100 Dollars (\$99,250.00), which salary shall be paid in equal installments, in accordance with the payroll procedures of the District. For the 2020-2021, 2021-2022, 2022-2023, and 2023-2024 contract years, the Superintendent shall be paid such annual salary as may be agreed to by the Board and the Superintendent, pursuant to provisions described herein, but in no case less than the salary set for the preceding year nor more than an increase of two percent (2%) over the preceding year. It is provided, however, that by so doing, it shall not be considered that the Board has entered into a new Contract with the Superintendent, or that the termination date of this Contract has been in any way extended.

4. **PENSION.** In addition to the Superintendent’s salary, the Board shall pay on behalf of the Superintendent all required contributions to the Teachers’ Retirement System in the form of an employer paid pension contribution pursuant to 40 ILCS 5/16-152, *et seq.* The Superintendent shall not have any right or claim to said amounts, except as they may become available at the time of retirement or resignation from the State of Illinois Teachers’ Retirement System. Both parties acknowledge that the Superintendent did not have the option of choosing to receive the contributed amounts directly, instead of having such contributions paid by the Board

to the Teachers' Retirement System, and further acknowledge that such contributions are made as a condition of employment to secure the Superintendent's future services, knowledge and experience.

5. **T.H.I.S.** In addition to the Superintendent's salary, the Board shall pay the Superintendent's contribution to the Teacher Health Insurance Security Fund in an amount as required by law.

6. **ACADEMIC IMPROVEMENT AND STUDENT PERFORMANCE GOALS.** The contract is a performance-based contract linked to student performance and academic improvement of the District, pursuant to 105 ILCS 5/10-23.8. The Superintendent 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.

Annually, the Superintendent, with the assistance of his administrative team, shall:

(a) evaluate student performance, which shall include but not be limited to student performance on standardized tests, completion of the curriculum, attendance and dropout rates;

(b) review the curriculum and instructional services of the District; and

(c) report to the Board on his findings as to (i) student performance and (ii) recommendations, if any, for curriculum or instructional changes as a result of his evaluation of student performance.

In addition, the parties agree to the additional goals and indicators attached to this contract as Exhibit "A."

7. **EVALUATION.** Not later than February 1, 2020 and not later than February 1 of each succeeding calendar year, the Board shall review with the Superintendent his progress toward established goals and working relationships among the Superintendent, the Board, the faculty, the staff and the community, provided that it shall be the affirmative duty of the Superintendent annually to notify the Board to begin the evaluation process.

8. **EXTENSION AT END OF TERM.** At the time of the final annual evaluation and assessment under this Contract, the Board and the Superintendent shall engage in discussions from which the parties may mutually agree to extend the employment of the Superintendent for a multi-year period not to exceed five (5) years. If the Board determines not to extend the Contract, the Board shall notify the Superintendent in writing so that the Superintendent receives the notice not later than February 1, 2024. Failure to provide notice by February 1, 2024 shall result in an automatic one (1) year extension. The Superintendent shall be afforded all due process hearing requirements as provided in 105 ILCS 5/10-21.4. In the event the Contract is extended pursuant to law prior to the end of the term of this Contract, the Board and the Superintendent shall establish additional goals designed to enhance District-wide student performance and academic achievement as well as the indicators to measure same.

9. **LICENSURE.** The Superintendent shall furnish the Board, during the life of this Contract, a valid and appropriate license to perform duties as the Superintendent in accordance with the laws of the State of Illinois and as directed by the Board.

10. **DISCHARGE FOR JUST CAUSE.** Throughout the term of this Contract, the Superintendent shall be subject to discharge for just cause provided, however, the Board shall not arbitrarily or capriciously call for dismissal and the Superintendent shall have the right to service of written charges, notice of hearing and a hearing before the Board. If the Superintendent chooses to be accompanied by counsel at such hearing, all such personal expenses shall be paid by the Superintendent. Failure to comply with the terms and conditions of this Contract after notification and a reasonable opportunity to correct, where remediable, shall also be sufficient cause for purposes of discharge as provided in this Contract.

11. **DISABILITY.** Should the Superintendent be unable to perform the duties and obligations of this Contract, by reason of illness, accident or other cause beyond the 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) work days after the exhaustion of accumulated leave days 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 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. Prior to termination for disability, the Superintendent may request a hearing on said dismissal for disability in closed session.

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

13. **REFERRALS TO SUPERINTENDENT.** The Board and its individual members collectively and individually shall refer promptly all criticisms, complaints and suggestions called to their attention to the Superintendent for study and recommendation.

14. **VACATION.** The Superintendent shall be entitled to twenty (20) working days of vacation annually in each year of this Contract, exclusive of legal holidays. Five (5) or more consecutive vacation days shall only be taken subject to approval of the Board President. The Superintendent shall notify the Board President of the use of vacation days. Vacation shall be taken during the contract year in which it is earned. Unused vacation days may accumulate as sick leave.

15. **SICK LEAVE.** The Superintendent shall be entitled to the same number of sick leave days annually as other licensed staff of the District, and earned sick leave shall be cumulative pursuant to Board policy, the same as for other licensed staff of the District.

16. **PERSONAL LEAVE.** The Superintendent shall be entitled to the same number of personal leave days annually as other licensed staff of the District. Personal leave usage and accumulation, if any, shall be governed by the Board's rules, regulations and policy.

17. **HEALTH INSURANCE.** The Board shall not be responsible for payment of health insurance premiums on behalf of the Superintendent. The Superintendent may elect to participate

in the District's health insurance plan, but the Superintendent shall be solely responsible for the payment of such health insurance premiums. In the event the Superintendent elects to participate in the District's health insurance plan, the parties may mutually agree to renegotiate the terms of this paragraph and paragraph 3, Salary.

18. **PROFESSIONAL DUES.** The Board encourages continuing professional growth of the Superintendent 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 up to One Thousand and 00/100 Dollars (\$1,000.00) annually toward the total cost of the Superintendent's membership dues in the Illinois Association of School Administrators. Within budget constraints, and as approved by the Board prior to registration and attendance, such costs of attendance will be paid by the Board upon receipt of a full, itemized accounting of such costs.

19. **TUITION REIMBURSEMENT.** The Board shall reimburse the Superintendent up to Five Thousand and 00/100 Dollars (\$5000.00) during the term of this Contract toward the cost of the Superintendent's tuition in an accredited college or university for courses beyond the master's degree as part of an approved doctoral program related to the education field. Reimbursement shall be provided to the Superintendent after submission of verifying transcript of completion and verification of payment. The program shall be subject to the prior approval of the Board.

20. **MILEAGE AND EXPENSE REIMBURSEMENT.** The Superintendent shall be entitled to travel reimbursement at the Internal Revenue Service rate for vouchered reimbursable mileage expenses incurred by the Superintendent while using the Superintendent's personal vehicle for the conduct of approved District business. Reimbursement shall be pursuant to the District's policies, rules and regulations. Mileage shall be computed from Bluford, Illinois, or other origin of the trip, to the destination and back to Bluford, Illinois. Any travel out of state, or any extended or unusual travel expenses must be pre-approved by the Board.

21. **OTHER WORK.** With the prior approval of the Board, the Superintendent may undertake consultative work, speaking engagements, writing, lecturing or other professional duties and obligations.

22. **PROFESSIONAL LIABILITY.** The Board agrees that it shall defend, hold harmless, and indemnify the Superintendent from any and all demands, claims, suits, actions, and legal proceedings brought against the Superintendent of Schools in his individual capacity, or in his official capacity as agent and employee of the District, provided the incident arose while the Superintendent was acting within the scope of his employment. This indemnification obligation shall be the sole responsibility of the Board in its official capacity as a legal entity and in no case shall individual Board members be deemed to be personally liable for indemnifying the Superintendent against any such demands, claims, suits, actions, and legal proceedings.

23. **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
Bluford Unit School District No. 318
901 6th Street
Bluford, IL 62814

To the Superintendent:

Mr. Shane Gordon
14859 N. Shadow Lake Lane
Mt. Vernon, IL 62864

24. **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.

25. **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.

26. **RELEVANT LAW.** This Contract is authorized under the provisions of 105 ILCS 5/10-23.8.

27. **SURVIVAL OF CONTRACT.** This Contract shall be binding upon the parties hereto, their successors and assigns.

28. **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 their respective names; and in the case of the Board, by its President and Secretary, on the day and year first written above.

Date

The Superintendent

BLUFORD UNIT SCHOOL DISTRICT NO. 318

Date

By: _____
President, Board of Education

ATTEST:

Date

Secretary, Board of Education