

SUPERINTENDENT'S EMPLOYMENT CONTRACT

THIS CONTRACT made this 17 day of December, 2018, by and between Board of Education of Tuscola Community Unit School District No. 301 (hereinafter referred to as "Board") and Gary Alexander (hereinafter referred to as "Superintendent"), pursuant to a motion of The Board at a meeting of The Board held on December 17, 2018, as found in the Minutes of that meeting.

WITNESSETH:

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

1. The Board hereby employs Gary Alexander as the Superintendent of Tuscola Community Unit School District No. 301 for a period of three (3) consecutive years, commencing July 1, 2019 and ending June 30, 2022.

2. The duties and responsibilities of the Superintendent shall be all those duties incident to the office of the 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 other administrative duties incidental to the office of the Superintendent as from time to time may be assigned to the Superintendent by the Board.

3. In consideration of the performance of the duties of the Superintendent, the Board shall pay to the Superintendent as base annual salary for the period extending from July 1, 2019, to June 30, 2020, the total sum of One Hundred Forty Thousand and 00/100 Dollars (\$140,000.00); for the period extending from July 1, 2020, to June 30, 2021, the total sum of One Hundred Forty-Five Thousand Six Hundred and 00/100 Dollars (\$145,600.00); and for the period extending from July 1, 2021, to June 30, 2022, the total sum of One Hundred Fifty-One Thousand Four Hundred Twenty Four and 00/100 Dollars (\$151,424.00); which amounts shall be payable pursuant to the pay schedule for other professional educators in the District. Any adjustment in base salary shall be in the form of an amendment and shall become part of this Contract. It is understood, 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 in any way been extended unless the extended termination date is so stated in the amendment.

4. Performance Provisions. The Superintendent acknowledges that pursuant to Section 10-23.8 of *The Illinois School Code*, 105 ILCS 5/10-23.8, this multi-year contract is subject to performance-based goals and indicators. The Parties agree the goals and indicators are linked to student performance and the academic improvement of the schools within the District.

Annually, the Superintendent, with the assistance of his administrative team, shall (1) evaluate the assessment results of standardized tests given by the District

and the State and annually present the recommendations to the Board of Education for the improvement of such test results; (2) evaluate the District's curriculum and annually make recommendations to the Board of Education to ensure that the District's curriculum is aligned to the appropriate standards as required by the Illinois State Board of Education; (3) evaluate student attendance and drop-out rates and annually recommend to the Board of Education a plan to improve student attendance and graduation rates; (4) direct the evaluation of textbooks and other instructional materials to ensure that all materials are up to date and appropriate; and (5) evaluate the District's technology plan and annually recommend improvements thereto to the Board of Education.

Prior to the end of June of each subsequent year of this Contract, the Board and the Superintendent shall establish such revised student performance and academic improvement goals including the indicators of student performance and academic improvement determined to measure such goals and the parties deem necessary for the then current school year, a copy of which shall be attached to this Contract as Exhibit A and incorporated herein. The Board's and Superintendent's decision to add or revise performance goals shall be in implementation of this provision of this agreement and shall not constitute or require an amendment to this Contract.

5. The Board shall evaluate and assess in writing the performance and effectiveness of the Superintendent at least once a year during the term of this Contract. The evaluation(s) and assessment(s) shall include, but is not limited to, the achievement of the performance goals required in Paragraph 4 hereof. The evaluation(s) and assessment(s) shall include recommendations as to areas of improvement where the Board deems performance to be in need of improvement.

Prior to April 1, 2022, the Board shall take action to extend or not extend the terms of this Contract for one additional year, and shall notify the Superintendent in writing of such action. Failure of the Board to take such action shall extend this Contract for one (1) additional year. If said notice not to extend is provided, the Superintendent shall be afforded the due process rights as provided by 105 ILCS 5/10-21.4. If said notice offering to extend is provided, the Superintendent shall have ten (10) days to respond. Failure of the Superintendent to take such action shall render the offer to extend null and void.

Prior to the end of any year of the Agreement, the Board and Superintendent may mutually agree to extend the employment of the Superintendent for a period not to exceed the maximum permitted by law provided all the performance and improvement goals contained in Paragraph 4 have been met.

6. Pursuant to 105 ILCS 5/10-21.9, the Board is prohibited from knowingly employing a person who has been convicted of committing the named crimes therein. If the criminal background investigation required by Illinois law is not completed at the time this Contract is signed, and the subsequent investigation report reveals there has been such a conviction, this Contract shall immediately become null and void.

7. 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.

8. In addition to the compensation described in this Contract, the Superintendent shall be entitled to the following:

a. The Superintendent shall be entitled to all benefits accorded full time professional educator employees of the Board, including but not limited to group life, health, dental and disability insurance. The Superintendent shall be entitled to participate in the Board's retirement plan(s) regardless of any applicable requirements or conditions.

b. For each contract year, the Board shall pay to the Illinois Teacher's Retirement System for the Superintendent an amount equivalent to his entire required contribution due to the Teacher's Retirement System and T.H.I.S. 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 T.H.I.S, and further acknowledge that such contributions are made as a condition of employment to secure the Superintendent's future services, knowledge and experience.

c. The Superintendent shall be entitled to twenty-five (25) working days paid vacation during each year of this contract, exclusive of school holidays and winter and spring break. The Superintendent is required to use this vacation each year of the contract or it will be lost.

d. The Superintendent shall be entitled to two (2) personal leave days pursuant to the School District's policies, rules and regulations. There will be no carryover of personal days from year to year; although, accrued but unused personal days annually will roll into sick Superintendent's sick leave.

e. The Superintendent shall be entitled to fourteen (14) sick leave days pursuant to the School District's policies, rules and regulations

f. The Superintendent shall be reimbursed for all reasonable out-of-pocket business-related expenses incurred for food, travel, lodging, and related expenditures, upon presentation of supporting documentation in accordance with the Board's then-current policies and practices.

g. The Board shall pay mileage expenses incurred by the Superintendent while using the Superintendent's personal vehicle for the conduct of School District business pursuant to the School District's policies, rules and regulations.

h. The Board shall pay the cost of the Superintendent's annual membership dues to the Illinois Association of School Administrators, American Association of School Administrators, and the Tuscola Rotary Club. The Board shall reimburse the Superintendent for costs approved by the Board related to his attendance at educational or professional meetings that are required or necessary that he attend as Superintendent. Attendance at out-of-state meetings of professional associations must have the prior approval of the Board President.

i. From the annual salary stated in paragraph 3 of this Contract, the Superintendent may (1) annually defer compensation pursuant to and in accordance with the terms of an eligible deferred compensation plan as described in Section 457(b) of the Internal Revenue Code if adopted by the Board and/or (2) authorize a salary reduction in order that the Board may purchase a 403(b) eligible product for the Superintendent as described in Section 403(b) of the Internal Revenue Code, in accordance with the Board's 403(b) Plan, if offered, and provided that the Superintendent confirms that any such deferrals and reductions are within Internal Revenue Code limitations.

9. As a condition of employment, by a date not later than September 1, 2019, the Superintendent shall establish and maintain his residence within the boundaries of Tuscola Community Unit School District No. 301.

10. With the Board President's approval, the Superintendent may undertake consultative work, speaking engagements, writing, lecturing or other professional duties and obligations so long as the same do not interfere with the performance of his duties as the Superintendent.

11. 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 for a period of more than thirty (30) days after the exhaustion of the Superintendent's accumulated sick leave days and vacation days, the Board, in its discretion, 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 before the Board in closed session.

Upon any termination for disability, to the extent eligible the Superintendent shall be entitled to such disability, medical, life insurance, and other benefits as may be provided generally for disabled employees of the Board during the period he remains disabled.

12. Throughout the term of this Contract, the Superintendent shall be subject to discharge for 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. Discharge for cause shall be deemed a dismissal of the Superintendent on the grounds of incompetence, material breach of this contract, cruelty, negligence, where the interest of the School is required, or for other sufficient reasons or

causes under the laws or statutes of the State of Illinois. Failure to comply with the terms and conditions of this Contract after notification and a reasonable opportunity to correct any remediable cause, where appropriate, shall also be sufficient cause for purposes of discharge as provided in this Contract.

13. Any notice required under this Contract shall be in writing and shall become effective on the date of mailing thereof by First Class Mail, registered or certified mail, postage prepaid.

14. 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.

15. This Contract is executed in Illinois and shall be governed in accordance with the laws of the State of Illinois in every respect; and that this Contract is authorized under the provisions of 105 ILCS 5/10-23.8.

16. This Contract shall be binding upon the parties hereto, their successors and assignees; and if any portion of this Contract is deemed to be illegal or unenforceable, the remainder thereof shall remain in full force and effect.

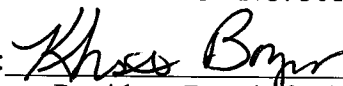
17. This Contract constitutes the entire understanding between the parties concerning the subject matter hereof. No other prior or contemporaneous representations, inducements, promises, or agreements, oral or otherwise, between the parties relating to the subject matter hereof and not embodied in this Contract shall be of any force or effect. This Contract shall not be modified except in a writing signed by all parties hereto. If any provision of this Contract shall for any reason be held to be invalid, unenforceable, or contrary to public policy, whether in whole or in part, the remaining provisions shall not be affected by such holding.

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.



Gary Alexander

TUSCOLA COMMUNITY UNIT
SCHOOL DISTRICT NO. 301

By: 

President, Board of Education

ATTEST:



Secretary, Board of Education