

## **BELLE VALLEY SCHOOL DISTRICT NO. 119 SUPERINTENDENT CONTRACT**

**THIS AGREEMENT**, made this 17th day of January 2017, by and between the **BOARD OF EDUCATION, BELLE VALLEY SCHOOL DISTRICT NO. 119, BELLEVILLE, ILLINOIS**, hereinafter referred to as “the Board”, and **R.DANE GALE**, hereinafter referred to as “the Superintendent”, ratified by a resolution adopted by the Board of Education at a Meeting of the Board held on January 17, 2017 and found in the minutes of that meeting:

### **IT IS AGREED**

1. **Employment.** Superintendent is hereby hired from July 1, 2017, to June 30, 2020, as Superintendent of Schools for Belle Valley School District No. 119.
2. **Duties.** The duties and responsibilities of Superintendent of this District shall be all those duties incident to the office of Superintendent as set forth in the laws of the State of Illinois, by the rules and regulations made there under by the Board, and such other duties and responsibilities incidental to the office of the Superintendent as from time to time may be assigned to Superintendent by the Board.

The Superintendent shall have charge of the administration of the school under the direction of the Board. In addition to these duties, the Superintendent shall make recommendations to the Board concerning the budget, building plans, selection of teachers and other employees and the selection of the textbooks, instructional materials and courses of study. The Superintendent shall keep or cause to be kept the records and accounts as directed and required by the State and make all reports as requested by the State. The Superintendent shall provide all that is needed for a good school and evaluate and to broadcast emergency days. He must see that all state requirements are met and that the School Code of Illinois is carried out in the District.

Student Performance and Academic Goals. This agreement is a performance-based contract as required by Section 10-23.8 of the School Code (105 ILCS 5/10-23.8) that is linked to Superintendent shall endeavor to meet such goals during the term of this Agreement. The parties agree that these goals and indicators are linked to student performance and academic improvement of the District.

Annually, the Superintendent shall:

(a) evaluate student performance, which shall include but not be limited to, student performance on standardized tests such as performance on the standardized tests required by state and/or federal law, 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.

Prior to the end of the month of September during the first school year of this Agreement, the parties agree the Superintendent and Board shall evaluate whether additional student performance and academic improvement goals and indicators to measure the same for the Superintendent shall be necessary. The Superintendent, during the month of September during the first school year of this Agreement, shall initiate this process by submitting to the Board a proposed list of additional goals for the first school year, including the indicators to measure such goals for the first school year. If necessary, these additional goals and indicators shall be reduced to writing and become an amendment to this Agreement. Thereafter, the Superintendent shall make this submission of proposed additional goals and indicators to the Board by the end of January during each school year of this Agreement (including the first year of the Agreement) for the upcoming school year. Following such submission, the Superintendent shall schedule a meeting with the Board to discuss the proposed additional goals and indicators. If necessary, these additional goals and indicators for the following school year shall be reduced to writing, be adopted and attached to this agreement as an exhibit.

**3. Salary.** The salary of the Superintendent shall be One Hundred Twenty Two Thousand Dollars (\$122,000) for the period of July 1, 2017, through June 30, 2018. The annual salary shall be payable in equal installments in accordance with the rules of the Board governing payments of other certificated members of the professional staff in the School District. Each subsequent year of this Agreement the salary shall be annually reviewed and negotiated by the Board and Superintendent.

The Board otherwise retains the right to adjust the annual salary of the Superintendent during the term of this Agreement, provided that any salary adjustment does not reduce the annual salary below the figure paid in the previous contract year. Any adjustment in salary made during the life of this Agreement shall be in the form of an amendment and shall become a part of the Agreement. However, by doing so, it shall not be considered that the Board has entered in to a new agreement with the Superintendent, or that the termination date of the Agreement has been in any way extended.

In addition to annual salary, the Board shall, in accordance with Illinois law and as an established condition of employment pick up and pay on behalf of the Superintendent, all employee contributions to the Illinois Teachers' Retirement System required by the Illinois Pension Code. Although designated employee contributions, the amounts herein required to be picked up and paid by the Board shall be paid by the Board in lieu of contributions by the Superintendent. The Superintendent shall not have the option of choosing to receive directly the amounts contributed to the TRS by the Board on his behalf, nor any right to the contribution to the TRS except as such may subsequently become available pursuant to the provisions of the Illinois Pension Code

and TRS rules and regulations. 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.

The Board shall also pay the Superintendent's Medicare contribution.

**4. Evaluation.** By no later than March 1 of each contract year, the Board shall provide the Superintendent with an evaluation that shall include a review of the Superintendent's progress towards established goals, as well as a review of the working relationships among Superintendent, the Board, the faculty, the staff and the community. The evaluation instrument shall be mutually agreed upon by the Superintendent and Board of Education.

**5. Certificate.** Superintendent shall furnish to the Board, during the term of this Agreement, a valid and appropriate Certificate to act as Superintendent of Schools in accordance with the laws of the State of Illinois.

**6. Other Work.** The Superintendent hereby agrees to devote his full time, skill, labor and attention to said employment during the term of this Agreement, provided, however, that the Superintendent, by prior agreement with the Board, may undertake consultative work, speaking engagements, writing, lecturing, or other professional duties and obligations.

**7. Vacation, Sick Leave and Personal Leave.** The Superintendent shall receive twenty (20) calendar working days of vacation, exclusive of legal and school holidays and School District designated vacation periods. Vacation days may carry over from year to year.

The Superintendent shall be annually entitled to fifteen (15) days of sick leave annually. Earned sick leave shall be cumulative as otherwise provided by Board policy.

- The Board of Education grants three (3) additional sick days as a waiver from the existing TRS requirements: (A school administrator may not exceed the normal annual allotment granted to teachers during the last four years prior to retirement).
- Should this contract fall within one of the last four (4) years prior to retirement, the fifteen (15) sick days allotted will be reduced to the current collective bargaining contract for sick days granted to teachers.

The Superintendent shall receive three (3) days of personal leave. Unused personal days at the end of each contract year shall accumulate as sick leave days. Unused sick leave shall accumulate up to a maximum of 180 days.

**8. Disability.** Should Superintendent be unable to perform the duties and obligations of this Agreement, by reason of illness, accident or other cause beyond Superintendent's control and such disability exists for a period of more than thirty (30) days after the exhaustion of accumulated sick 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 ninety (90) days, or if such disability is permanent, irreparable or of such nature as to make the performance of Superintendent's duties impossible, the Board, at its option, may terminate this Agreement, whereupon the respective duties, rights and obligations of the parties shall terminate. Prior to termination of this Agreement for reasons of disability, the Superintendent may request a hearing before the Board within 30 days of notice of intent to terminate this agreement by the Board.

**9. Teacher Health Insurance Security.** The Board of Education hereby agrees to pay, on behalf of Superintendent, the Superintendent's required T.H.I.S. payment.

**10. Insurance Benefits.** Individual major medical, hospitalization, vision and dental insurance for the superintendent shall be provided under the School District's applicable health insurance plan.

**11. Other Fringe Benefits.** The Board of Education will also provide the Superintendent with a sum of Eight Hundred and Eighty-Six Dollars (\$886) per month (\$443.00 per pay check) to a 403(b) of the Superintendent's choice (of those offered by the District). The Superintendent's fringe benefits shall be no less than those commonly extended to other management personnel and/or certified employees of the District.

**12. Medical Examination.** Within the first three months of this Agreement (prior to September 30, 2017), Superintendent shall obtain a comprehensive medical examination paid by the Board. A copy of a certificate of the physician certifying the physical and mental competency of the Superintendent shall be given to the President of the Board.

**13. Professional Activities.** Superintendent shall be encouraged to attend appropriate professional meetings at the local and state levels. Within budget constraints, such costs of attendance shall be paid by the Board. Within budgetary constraints as approved by the Board, costs of attendance to the IASB State Convention, IASA State Convention, Illinois Schools' Superintendents Conference, and Educators' Roundup shall be reimbursed by the Board. Attendance or participation in other professional activities and reimbursement for costs associated therewith shall be upon approval by the Board.

**14. Membership Dues.** The Board shall pay the cost of Superintendent's annual membership dues of the Illinois Association of School Administrators, American Association of School Administrators and any other organizations as mutually agreed upon by the Board and the Superintendent. The cost of these memberships shall be included in the annual budget adopted by the Board.

15. **Referrals to Superintendent.** The Board collectively and individually shall refer promptly all criticisms, complaints and suggestions called to their attention to the Superintendent for study and recommendation.

16. **Non-Renewal.** Notice of intent not to renew this contract shall be given to the Superintendent by the Board by March 1 of the year in which the Agreement expires. Said notice shall be in writing and state the specific reason for non-renewal. Failure to provide the notice of intent not to renew by the Board shall extend this contract for one (1) additional year. Within ten (10) days after receipt of a notice of intent not to renew this Agreement, the Superintendent may request a closed session hearing on the non-renewal. The Superintendent has the right of presenting evidence, witnesses and defenses on the grounds of non-renewal.

17. **Renewal.** On or before February 1 of the contract year in which the Agreement expires, the Board and Superintendent may renew the employment upon such terms and conditions as they may mutually agree. In such event, the Board shall enter into a new contract of employment.

18. **Contract Extensions.** 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 goals contained herein have been met.

19. **Discharge for Cause.** Throughout the term of this Agreement, Superintendent shall be subject to discharge for cause provided, however, that the Board does not arbitrarily or capriciously call for dismissal and that the Superintendent shall have the right to service of written charges, notice of hearing and a hearing before the Board. If Superintendent chooses to be accompanied by counsel at such hearing, all such personal expenses shall be paid by Superintendent. Failure to comply with the terms and conditions of this Agreement after notification and a reasonable opportunity to correct, where appropriate, shall be sufficient cause for purposes of discharge as provided in this Agreement.

20. **Termination of Agreement.** During the term of this Agreement, the Board and Superintendent may mutually agree, in writing, to terminate this Agreement.

21. **Background Investigation.** Under Section 10-21.9 of the Illinois School Code (105 ILCS 5/10-21.9), Boards of Education are prohibited from knowingly employing a person who has been convicted of committing or attempting to commit the named crimes therein. If the criminal background investigation required by Illinois law is not completed at the time this Agreement is signed, and the subsequent investigation report reveals that there has been such a conviction, this Agreement shall immediately become null and void.

22. **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 registered or certified mail, addressed:

If to the Board, to:  
President, Board of Education  
Belle Valley School District No. 119  
2465 Amann Drive  
Belleville, Illinois 62220

If to the Superintendent, to:  
R. Dane Gale  
95 Liederkrantz Lane  
Millstadt, IL 62260  
(or the last known address on file with the Business Office of the District)

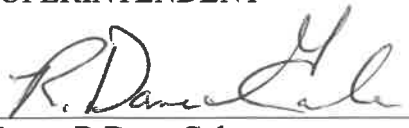
23. **Miscellaneous.** This Agreement has been executed in Illinois, and shall be governed in accordance with the laws of the State of Illinois in every respect. If any portion of this contract is deemed illegal due to conflict with State or Federal law, the remainder of the contract shall remain in full force and effect.

Paragraph headings and numbers have been inserted for convenience of reference only, and if there shall be any conflict between any such headings or numbers and the text of this Agreement, the text shall control.

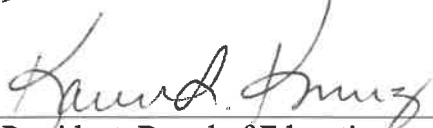
This Agreement may be executed in one or more counterparts, each of which shall be considered an original, and all of which taken together shall be considered one and the same instrument. This Agreement contains all of the terms agreed upon by the parties with respect to the subject matter of this Agreement and supersedes all prior agreements, arrangements and communications between the parties concerning such subject matter whether oral or written. Except as may otherwise be provided herein, no subsequent alteration, amendments, change or addition to this contract shall be binding upon the parties unless produced in writing and duly authorized and signed by each of the parties.

**IN WITNESS WHEREOF**, the Board has caused this Agreement to be executed by its President and attested by its Secretary, and the Superintendent has signed this Agreement on the day and year first above-written.

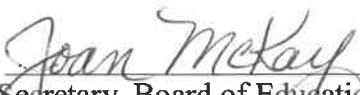
SUPERINTENDENT

  
Name: R.Dane Gale

BOARD OF EDUCATION FOR  
BELLE VALLEY SCHOOL DISTRICT  
NO. 119

By:   
President, Board of Education  
Belle Valley School District #119  
St. Clair County, Illinois

ATTEST:

  
Secretary, Board of Education  
Belle Valley School District #119  
St. Clair County, Illinois