

Frankfort Community Unit School District NO 168

Superintendent Employment Contract

THIS AGREEMENT, made this 11th day of May, 2017, by and between the **BOARD OF EDUCATION**, FRANKFORT COMMUNITY UNIT SCHOOL DISTRICT 168, WEST FRANKFORT, ILLINOIS, hereinafter referred to as the "**Board**", and **Robert Matthew Donkin hereinafter** referred to as "**Superintendent**", ratified by a resolution adopted at a meeting of the Board held on **May 11, 2017**, and found in the minutes of that meeting:

IT IS AGREED

1. **EMPLOYMENT-** The Superintendent is hereby hired and retained from **July 1, 2017, to June 30, 2022**, as Superintendent for Frankfort Community Unit School District 168, West Frankfort, Illinois. If the Superintendent does not receive written notice to the contrary from the Board on or before April 1 of the fourth year that this contract is in full force and effect, this Contract will be automatically extended for one year, provided the Superintendent has satisfied the Academic Improvement and Student Performance goals set forth under Performance and Improvement Criteria and Evaluation Section. Each year thereafter shall become one year contracts if written notice is not given by April 1.
2. **DUTIES-** The duties and responsibilities of the Superintendent this district shall be all those duties inherent to the office of Superintendent as set forth in the job description (Board Policy); those obligations imposed by law of the State of Illinois upon the Superintendent; and in addition, to serve as the executive officer of the Board, and to perform such other duties as from time to time may be assigned to the Superintendent by the Board.
3. **SALARY-** In consideration of a salary which is \$124,500 for 2017-2018 school year. This amount is inclusive of a monthly telephone allowance for all business telephone expenses. The Superintendent's annual salary for each subsequent contract year shall be determined solely by the Board utilizing an allowable range of increase of zero to three percent (0-3%) over the prior contract year's salary. The Board's action to increase or otherwise change the Superintendent's salary under this paragraph shall be in implementation of the provision of this contract and shall not constitute or require an amendment to this contract. The Superintendent hereby agrees to devote the time, skill, labor, and attention to this employment during the term of this Agreement, except as otherwise provided in this Agreement, and to perform faithfully the duties of Superintendent for this District as set forth in this Agreement.

The annual salary shall be paid in the same number of payments as certified personnel. In addition to the annual salary, the Board will provide full paid teacher retirement contributions into the Superintendent's retirement plan (TRS). As stated above in the 2017-2018 contract year, the Board retains the right to adjust the annual salary of the Superintendent during the term of this agreement each contract year, provided that any salary adjustment does not reduce the annual salary below the annual salary provided in this agreement.

4. **PROFESSIONAL and CIVIC ORGANIZATIONS-** Superintendent Membership dues in the American Association of School Administrators of Illinois Association of School Administrators shall be paid annually by the Board. The Superintendent is also encouraged to participate in local civic and fraternal organizations in the interest of promoting a better understanding of the district and its concerns.

5. **EVALUATION-** Annually, but no later than February 1 of each year, the Board shall evaluate and review with the Superintendent progress toward established goals and working relationships among Superintendent, the Board, the faculty, the staff and the community. At the end of any year of this agreement and if the Board determines that the Superintendent sufficiently met the performance goals as stated in this contract, the Board and Superintendent may mutually agree to extend the employment of the Superintendent for a multi-year period not to exceed five (5) years and shall establish goals designed to enhance District-wide student performance and academic achievement as well as the indicators to measure the same.

6. **PROFESSIONAL DEVELOPMENT-** The Superintendent is encouraged to continue educational development by participating, whether elected or appointed, on local, state, and national boards, committees, councils, etc. and attending appropriate professional meetings at the local, state, and national levels at District expense. The Superintendent shall be allowed to attend National Conferences with pre-approval for the Board of Education.

7. **CERTIFICATE-** The Superintendent shall furnish to the Board a valid and appropriate certificate to act as Superintendent in accordance with the laws of the State of Illinois and as directed by the Board.

8. **RESIDENCY-** The Superintendent shall maintain his residence within the boundaries of the School District.

9. **DISCHARGE FOR CAUSE-** Throughout the term of this Agreement, the Superintendent shall be subject to discharge for good cause. 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 fair hearing before the Board. Failure to comply with terms and conditions of this Agreement shall also be sufficient cause for purpose of discharge as provided in this Agreement.

10. **DISABILITY-** Should the Superintendent be unable to perform the duties and obligations of this Agreement because of illness, accident, or other cause beyond the Superintendent's control, and should such disability exist for a period longer than it takes to exhaust the accumulated sick leave days and vacation days, the Board, in its discretion, may make a proportionate deduction from the Superintendent's salary. If such disability is permanent, irreparable, or such nature as to make the performance of the 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.

11. **TERMINATION BY AGREEMENT-** During the term of this Agreement, the Board and Superintendent may mutually agree, in writing, to terminate this agreement.

12. **VACATION-** The Superintendent shall receive 25 calendar days of vacation annually, exclusive of legal holidays. Vacation taken in excess of ten (10) school days shall be taken subject to the approval of the Board.

13. **SICK AND PERSONAL LEAVE-** The Superintendent shall be entitled to accumulate sick leave, personal leave and other benefits as provided to certified members of Frankfort Community Unit School District No. 168, West Frankfort, Illinois.

14. **HOSPITALIZATION-** The Board shall provide hospitalization insurance for the Superintendent at the full family rate during the term of this Agreement in accordance with the insurance coverage provided to certified members of Frankfort Community Unit District No. 168, West Frankfort. Illinois

15. **PERFORMANCE AND IMPROVEMENT CRITERIA-**

Goals and Indicators of Student Performance and Academic Improvement

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

- (1) Evaluate student performance, including, but not limited to, student performance on standard tests, successful completion of the curriculum, and attendance and drop-out rates.
- (2) Review the curriculum and instructional services.
- (3) Review school finances.
- (4) Report to the school board on his findings as to (a) student performance and (b) his recommendations, if any, for curriculum or instructional changes as a result of his evaluation of student performance.

The presentation of the report shall constitute the achievement of the goals and indicators of student performance and academic improvement as required by section 10-23.8 of the *Illinois School Code*.

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 the year first above written.

R. Matthew Donkin 7-1-17

Superintendent
Robert Matthew Donkin

V. Gayle Crawford, Ph.D. 7-1-17

President
V. Gayle Crawford, Ph.D.

Board of Education
Frankfort Community Unit School District No. 168
West Frankfort, Illinois

Attest:

Amanda S. Tinsley 7/1/17

Amanda S. Tinsley, Secretary