

**PERFORMANCE BASED SUPERINTENDENT EMPLOYMENT CONTRACT
BETWEEN THE BOARD OF EDUCATION OF BLOOMINGDALE SCHOOL
DISTRICT 13 AND DR. VICKI KING**

THIS AGREEMENT is made by and between the Board of Education Bloomingdale School District No. 13, DuPage County, Illinois (“BOARD”) and Dr. Vicki King (the “Superintendent”).

1. **EMPLOYMENT.** In accordance with the provisions of Section 10-23.8 of the School Code of Illinois (105 ILCS 5/10-23.8), the Board hereby employs the Superintendent under this multi-year contract beginning July 1, 2026, and extending through June 30, 2029. The contract year is July 1 through the succeeding June 30 of each year.

2. **DUTIES.** The Superintendent shall perform all those duties incident to the office of Superintendent of Schools as set forth in the job description, in Board Policy as adopted and as may be amended from time to time, those obligations imposed by the laws of the State of Illinois upon the Superintendent, the attainment of the goals set forth in this Agreement, and in addition thereto, to perform such other professional duties as assigned by the Board. In addition to the foregoing, the Superintendent shall have charge of the assignment, placement, and transfer of all employees and shall organize and administer the affairs of the District in a manner that best serves the interests of the District in accordance with Board Policy and directives. The Superintendent shall from time to time recommend rules, policies, regulations and procedures deemed necessary for the well-being and functioning of the District. The Superintendent hereby agrees to devote such time, skill, labor, and attention to his or her employment during the term of this Agreement to faithfully perform the prescribed duties. The Board reserves the right to assign the Superintendent to different duties from time to time during the Contract, without a loss of pay.

3. **STUDENT PERFORMANCE AND ACADEMIC IMPROVEMENT GOALS.**

This Agreement is a performance-based Contract, the goals of which are set forth in the attached Exhibit 1. The parties agree that the goals and indicators are linked to student performance and academic improvement of the schools within the district.

Annually, the Superintendent, with the assistance of the administrative team, shall (1) evaluate student performance, which shall include but not be limited to, student performance on standardized tests, completion of the curriculum, and student attendance; (2) review the curriculum and instructional services; and (3) report to the school board on the findings as to (a) student performance and (b) recommendations, if any, for curriculum or instructional changes as a result of this evaluation of student performance.

The presentation of the report in satisfactory form and content 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 addition, the parties shall annually set goals that shall be assessed and/or updated during the annual evaluation process. Any such goals shall be incorporated into a document to be entitled "Superintendent's Performance Goals," which shall be signed and dated by the Board President and the Superintendent and considered a part of this Contract. The addition, revision, deletion or modification of the goals shall be in implementation of this Agreement and shall not constitute or require an amendment to this Agreement.

4. **COMPENSATION.** The Board shall pay the Superintendent an annual salary of TWO HUNDRED AND TEN THOUSAND DOLLARS (\$210,000.00) for the 2026-2027 contract year. For each subsequent contract year, the annual salary shall remain the same unless adjusted

by the Board as described below. The Superintendent's salary shall be paid in accordance with the policies and procedures of the Board.

The Board retains the right to adjust the annual compensation, salary, and/or fringe benefits of the Superintendent during the term of the Agreement and thereafter, provided that any such adjustments shall not result in any lower amount of compensation, salary and/or fringe benefit paid by the Board to the Superintendent as set forth in this Agreement. The Board's actions to increase the annual compensation under this paragraph shall be in the implementation of this provision of this Agreement and shall not constitute or require an amendment to this Agreement.

From the annual salary stated above, the Superintendent may (1) annually defer compensation pursuant to and in accordance with the terms of the Board's deferred compensation plan as described in Section 457(b) of the Internal Revenue Code if adopted by the Board and/or (2) elect that a portion of the salary set forth above be paid into the Board's tax sheltered annuity plan as described in Section 403(b) of the Internal Revenue Code, provided that the Superintendent confirms that any such deferrals and reductions are within Internal Revenue Code limitations.

In addition to the annual salary set forth herein, the Board shall make an annual non-elective employer contribution in the amount of TEN THOUSAND DOLLARS (\$10,000.00) to the District's Section 403(b) tax-sheltered annuity plan, utilizing the District's designated 403(b) provider. This contribution shall be made automatically during each contract year unless and until discontinued by action of the Board, in its sole discretion. In addition, the Board may make an annual non-elective employer contribution to the Section 403(b) plan in an amount to be determined in the Board's sole discretion. Such contributions to the Section 403(b) plan may be made on a one-time lump sum basis and/or in equal monthly installments. Both parties acknowledge that the Superintendent does not have the option of choosing to receive any of the

403(b) non-elective contributions directly or in cash and that the making of a non-elective contribution in one contract year does not require any or the same contribution to be made by the Board in a later contract year.

5. **LIQUIDATED DAMAGES.** In the event the Superintendent resigns during the first year of this Agreement, the Superintendent shall pay the Board liquidated damages in the amount of TWENTY-FIVE THOUSAND DOLLARS (\$25,000). The liquidated damages shall be reduced in each subsequent contract year in proportion to the number of contract years completed when the resignation occurs. The parties agree that this liquidated damage amount is reasonably related to the actual costs the Board will incur in the search to replace the Superintendent and is not intended to be or construed as a penalty.

6. **EVALUATION.** At least annually, but not later than June 30 of each year, the Board shall review the Superintendent's performance. The evaluation shall include, but not be limited to, progress toward the attainment of student performance and academic achievement goals as set forth in the Agreement, as well as those to be established in the future; administration of personnel; rapport with the Board and the community; and such other factors of appraisal that may be established by the Board. Failure by the Board to complete the evaluation does not preclude dismissal or non-renewal of the Agreement. The Superintendent shall be responsible for notifying the Board of the responsibility to evaluate the Superintendent no later than January 31 of each year.

7. **BENEFITS.** The Superintendent shall be provided with those insurance coverages and other benefits generally provided by the Board to its other administrative staff as set forth in the then current Administrative Benefits Summary. The Board reserves the right to increase, decrease or modify these benefits from time to time to the extent such changes are applicable to

all administrative staff. If any benefits provided by the Board to its professionally licensed administrative staff conflict with the express terms of this Contract, the terms of the Contract shall prevail.

(a) **TEACHER'S RETIREMENT SYSTEM CONTRIBUTION.** In addition to the salary paid to the Superintendent by the Board as expressed in Section 4, the Board shall pick up and pay on the Superintendent's behalf, the Superintendent's contribution to the Illinois Teachers' Retirement System pursuant to the *Illinois Pension Code*.

It is the intention of the parties to qualify all such payments picked up and paid for by the Board on the Superintendent's behalf as employer payments pursuant to Section 414(h) of the *Internal Revenue Code of 1986*, as amended. The Superintendent shall have no right or claim to the funds so remitted except as they may subsequently become available upon retirement or resignation from the Illinois Teachers' Retirement System. Other than provided herein, the Superintendent does not have the option of choosing to receive the contributed amounts directly instead of having those contributions paid by the Board to the Illinois Teachers' Retirement System. These contributions are made as a condition of the Superintendent's employment for the Superintendent's future service, knowledge and experience.

(b) **TEACHERS' HEALTH INSURANCE AND SECURITY FUND CONTRIBUTION.** In addition to the salary paid to the Superintendent by the Board as expressed in Section 4 herein, the Board shall pick up and pay on the Superintendent's behalf, the Superintendent's contribution to the Teachers' Health Insurance Security ("THIS") fund. Other than provided herein, the Superintendent does not have the option of choosing to receive the contributed amounts directly instead of having those contributions paid by the Board to the Illinois

Teachers' Retirement System. These contributions are made as a condition of the Superintendent's employment for the Superintendent's future service, knowledge and experience.

(c) **VACATION.** The Superintendent shall receive twenty (20) workdays of vacation annually, exclusive of weekends and school holidays as defined in the School Code. Vacation shall be taken subject to approval by the Board and may not be "carried over" from one year to the next. Vacation shall not be cumulative. The Superintendent shall provide the Board with written notice if the use of vacation days will result in an absence of more than five (5) consecutive working days. During the periods designated by the Board as winter break and spring break, the Superintendent shall be required to be at the Board offices as required by the needs of the Board. The Superintendent may elect to convert up to five (5) unused vacation days per contract year to a per diem payment, calculated at the Superintendent's then-current daily rate of pay. Any such conversion shall be paid within the same fiscal year and shall not carry over from year to year. Vacation days shall remain non-cumulative beyond the limits expressly stated herein, and no payment shall be made for unused vacation days beyond the five (5) days permitted under this provision.

(d) **SICK LEAVE AND PERSONAL LEAVE.** The Superintendent shall be granted the same annual number of sick leave days granted to the members of the professionally licensed employees' collective bargaining unit. Provided, however, there will be no "cash out" of, or payment for, unused sick leave days or personal leave days at the termination of employment or conclusion of this Agreement.

(e) **HOSPITALIZATION/MAJOR MEDICAL INSURANCE.** The Board may provide and pay the premiums for hospitalization, major medical, and dental insurance for the Superintendent and dependent members (as defined by the contract of insurance in effect) of

the Superintendent's immediate family during the term of this Agreement. The coverage, if provided, shall be in accordance with the basic insurance coverage provided to members of the professionally licensed employees' collective bargaining unit

If the provision of health insurance contemplated by this Contract provision could result in the Board being obligated to pay a penalty, excise tax, or other fee due to changes and/or interpretations of the *Internal Revenue Code* or other laws, or their related rules and regulations, affecting the provision of insurance benefits, the Board may revise its contribution toward such insurance benefit to another form of compensation or combination of compensation and insurance to the extent necessary to avoid the imposition of such penalty, excise tax, or fee. In the event the Board makes such a determination, the Board shall collaborate with TRS so as to avoid the loss of creditable earnings to the extent permitted by law and to the extent a penalty to the Board does not result. The Board's action to revise a benefit under this paragraph shall be in implementation of this provision of this Agreement and shall not constitute or require an amendment to this Agreement.

(f) **DISABILITY INSURANCE**. The Board shall provide disability insurance in accordance with the coverage, if any, provided to the members of the professionally licensed employees' bargaining unit.

(g) **TERM LIFE INSURANCE**. The Board shall provide term life insurance in the amount of the Superintendent's annual salary.

(h) **MEMBERSHIP DUES**. With the prior written approval of the Board, the Superintendent shall be reimbursed for dues and membership fees for professional organizations.

(i) **BUSINESS EXPENSES**. It is anticipated and agreed that the Superintendent shall be required to incur certain personal expenses while doing business for the

Board. As such, the Board agrees to reimburse the Superintendent for those expenses incurred the Superintendent on behalf of the Board, subject, however, to the Board's approval of such expenses.

(j) **AUTOMOBILE REIMBURSEMENT**. As a condition of employment, the Superintendent shall be required to provide, at the Superintendent's sole expense, a personally owned or leased automobile for use in the duties described in this Contract. The Board shall reimburse the Superintendent for business use at the current Internal Revenue Service rate.

8. **LICENSE**. The Superintendent shall maintain and furnish to the Board, before beginning employment under this Agreement, a valid, appropriate, and properly registered license to act in the Superintendent's position in accordance with the laws of the State of Illinois and as directed by the Board.

9. **OTHER WORK**. With the prior written agreement of the Board, the Superintendent may undertake consultation work, speaking engagements, writing, teaching a college or university course, lecturing or other professional duties or obligations. However, this other work shall not interfere in a material and substantial manner with the Superintendent's obligations set forth in this Agreement.

10. **MEDICAL EXAMINATION**. At least once a year during this Agreement, the Superintendent shall obtain a comprehensive medical examination for which an amount not to exceed Three Hundred Dollars (\$300.00) shall be paid by the Board. A statement by the physician certifying the physical competency of the Superintendent shall be given to the President of the Board. The physician performing the medical examination shall be one licensed to practice medicine in all its branches and shall be chosen by the Superintendent.

11. **DISABILITY**. The Board may terminate this Agreement for reasons of permanent disability at any time after the Superintendent has been absent from employment for a continuous

period of three (3) months or presents to the Board a physician's statement certifying that the Superintendent is permanently disabled or incapacitated. All obligations of the Board shall cease upon written notice of termination for permanent disability or incapacitation. Prior to termination for disability, the Superintendent may request a hearing before the Board in closed executive session.

12. **TERMINATION**. This Agreement may be terminated by:

- (a) Mutual agreement of the parties;
- (b) Retirement;
- (c) Resignation, provided, however, that the Superintendent shall be subject to the liquidated damages outlined in Section 5 and gives the Board at least ninety (90) days written notice of the resignation;
- (d) Discharge for cause. Throughout the term of this Agreement, the 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 reasons for discharge, notice of hearing, and a hearing before the Board. "For cause" shall mean any conduct, act, or failure to act by the Superintendent which is damaging to the operations of the School District, including but not limited to, unprofessional conduct and those reasons set forth in Section 10- 22.4 of the Illinois School Code (105 ILCS 5/10-22.4). Seeking employment elsewhere before the expiration of this Contract, without prior notice and approval to do so by the Board President, shall also constitute cause for termination. If the Superintendent chooses to be accompanied by a representative or counsel at a hearing, the Superintendent shall be responsible for any costs involved. The Board hearing shall be conducted in closed session.

If no hearing is timely requested, the termination shall become effective on the date specified in the Board's notice. Pending any hearing requested by the Superintendent, the Board may suspend the Superintendent with or without pay, except if the reason for termination is criminal conduct, abuse of a student, or sexual harassment of a student or staff member, then the Board shall suspend without pay. If the hearing process is delayed more than 14 days due to the actions or inactions of the Superintendent, then the Board has the option of converting the suspension to one without pay. At the conclusion of any hearing, the Board shall determine whether to terminate this contract and the Superintendent's employment.

(e) Failure to comply with and satisfy the terms and conditions of this Agreement; or

(f) Permanent disability pursuant to Section 11 of this Agreement.

Nothing shall prohibit the Board from suspending the Superintendent without pay pending the time periods specified in this Section or pending the outcome of a hearing. After the effective date of dismissal, the Superintendent shall not be entitled to further payments or compensation of any kind under this Agreement, except that the Superintendent shall be entitled to any vested benefits payable, and any limitations thereon, under then existing law.

13. **PROFESSIONAL ACTIVITIES.** The Superintendent is encouraged to attend appropriate professional meetings and continuing education at the state and local levels. Within budget constraints, and subject to prior approval by the Board, the Board shall pay the costs of attendance. Subject to prior approval by the Board, the Superintendent shall be entitled to attend one national professional meeting each year.

14. **BACKGROUND INVESTIGATION.** This contract is contingent on completion, from time to time as required by the Board, of the background investigation required of all public school employees by Section 10-21.9 of the School Code of Illinois and of any other background investigation required by law, such as a DCFS, or equivalent, pending investigation or indicated finding check. If the investigation discloses information which would prohibit employment or call into question the Superintendent's fitness to serve the School District as the role model required by Section 27-12 of the School Code of Illinois, the Board may, in its sole discretion, terminate this contract on ten (10) days' written notice to the Superintendent.

15. **WAIVER OF TENURE.** By accepting the terms of this Agreement, the Superintendent waives all rights of tenure or continuing contractual services granted under the *Illinois School Code* during the term of this Agreement.

16. **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 first class mail, registered, or certified mail, postage prepaid, addressed:

If to the BOARD, to: BOARD OF EDUCATION
Bloomington School District No. 13
164 S. Euclid Avenue
Bloomington, IL 60108

If to the Superintendent, to: _____ (at the last known address contained in the official School Business records).

17. **MISCELLANEOUS.**

(a) This Agreement has been executed in the State of Illinois and shall be governed in accordance with the laws of Illinois in every respect.

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

(c) 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.

(d) The Agreement contains all 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.

(e) The Agreement shall be binding upon and inure to the benefit of the Superintendent, the Superintendent's successors, assigns, heirs, executors and personal representatives, and shall be binding upon, and inure to the benefit of the Board, its successors and assigns.

(f) If any provision of this Contract is subsequently declared by the proper legislative or judicial authority to be unlawful or unenforceable, all other provisions of the Contract shall remain in full force and effect.

(g) This Contract shall become effective, and be deemed dated, as of the date the last of the parties signs this Contract, as set forth below.

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 and Secretary.

BOARD OF EDUCATION
BLOOMINGDALE SCHOOL
DISTRICT 13, DuPage County, Illinois

SUPERINTENDENT

By: _____
President

Dr. Vicki King

Attest: _____
Secretary

Dated: _____

Dated: _____

EXHIBIT 1

PERFORMANCE GOALS AND INDICATORS

SUPERINTENDENT GOALS

PERFORMANCE REQUIREMENT #1: STUDENT GROWTH AND ACHIEVEMENT:

The Superintendent will Promote student growth and achievement through a whole-child teaching and learning approach.

PERFORMANCE REQUIREMENT #2: INCLUSIVE LEARNING ENVIRONMENT:

Provide an engaging, personalized, nurturing environment to meet each student's needs and interests.

PERFORMANCE REQUIREMENT #3: FAMILY AND COMMUNITY PARTNERSHIPS:

Support partnerships through communication, collaboration, trust, and respect to advocate for student success.

PERFORMANCE REQUIREMENT #4: STEWARDSHIP OF RESOURCES:

Align human, financial, and physical resources to ensure integrity and equity in resource planning and allocation.