

**ASSISTANT SUPERINTENDENT FOR TEACHING AND LEARNING CONTRACT
2023-2026**

This Contract made and entered into this _____ day of December, by and between the Board of Education of Bloomington School District No. 87, Bloomington, Illinois (hereinafter “the Board” or “the District”) and Dr. Nicole Rummel (hereinafter “ASSISTANT SUPERINTENDENT FOR TEACHING AND LEARNING”), ratified at the meeting of the Board held on _____, 2022, as found in the minutes of that meeting.

IT IS AGREED:

1. Employment. Dr. Nicole Rummel is hereby hired and retained from July 1, 2023, to June 30, 2026, as ASSISTANT SUPERINTENDENT FOR TEACHING AND LEARNING in and for the District.

2. Duties. The duties and responsibilities of ASSISTANT SUPERINTENDENT FOR TEACHING AND LEARNING shall be all those duties incident to the office of the ASSISTANT SUPERINTENDENT FOR TEACHING AND LEARNING as set forth in the job description, a copy of which is attached as Exhibit A; those obligations imposed by the law of the State of Illinois upon an ASSISTANT SUPERINTENDENT FOR TEACHING AND LEARNING; and to perform such other duties normally performed by an ASSISTANT SUPERINTENDENT FOR TEACHING AND LEARNING as from time to time may be assigned to the ASSISTANT SUPERINTENDENT FOR TEACHING AND LEARNING by the Superintendent of Schools or the Board. Duties shall be performed twelve (12) months of the year, and per diem shall be calculated based upon a 260-day work year.

3. Salary. For the 2023-2024 contract year the amount of ASSISTANT SUPERINTENDENT FOR TEACHING AND LEARNING’s salary shall be one hundred thirty thousand dollars and 00/100 (\$130,000.00) per annum and for each subsequent year of the contract an amount to be determined before the beginning of each subsequent contract year, but no less than the salary in the immediately preceding contract year. ASSISTANT SUPERINTENDENT FOR TEACHING AND LEARNING hereby agrees to devote such time, skill, labor and attention to his/her employment during the term of this Contract, except as otherwise provided in this Contract, and to perform faithfully the duties of ASSISTANT SUPERINTENDENT FOR TEACHING AND LEARNING for the school district and the Board as set forth in this Contract. The annual salary shall be paid in substantially equal installments in accordance with the policy of the Board governing payment of salary to other licensed members of the professional staff. Any adjustment in salary made during the life of this Contract shall be in the form of an approved amendment motion and shall become a part of this Contract. It is provided, however, that by so doing, it shall not be considered that the Board has entered into a new Contract with ASSISTANT SUPERINTENDENT FOR TEACHING AND LEARNING, nor that the termination date of this Contract has been in any way extended, unless so stated in the Board motion.

4. Pension. In addition to the ASSISTANT SUPERINTENDENT FOR TEACHING AND LEARNING’s salary, the Board shall pay on behalf of the ASSISTANT SUPERINTENDENT FOR TEACHING AND LEARNING the full amount of an employer paid

pension contribution to the Teachers' Retirement System pursuant to 40 ILCS 5/16-152, et seq. which amount shall be sheltered from federal income taxation to the maximum extent permissible under Internal Revenue Code section 414-H (2) and tax rulings 81-35 and 81-36. The ASSISTANT SUPERINTENDENT FOR TEACHING AND LEARNING shall not have any right or claim to said amounts contributed by the Board on her behalf, 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 Administrator's future services, knowledge and experience. The purpose of such direct employer payment shall be to defer federal income taxation of such amount, consistent with the provisions of Internal Revenue Code section 414-h(2) and Tax Opinions 81-35 and 81-36. If the current employee contribution rate required by TRS to be remitted decreases or if legislation is implemented that limits the ability of the Board to fulfill its obligations under this section, the Board shall, to the extent permissible by law or regulation, pay the difference to the ASSISTANT SUPERINTENDENT FOR TEACHING AND LEARNING as salary to the extent the Board's total cost for salary and pick up of the TRS contribution does not exceed the Board's total cost before the TRS contribution rate decrease and/or legislative change.

5. T.H.I.S. In addition to the salary and pension payments of ASSISTANT SUPERINTENDENT FOR TEACHING AND LEARNING, as set forth hereinabove in paragraphs 3 and 4, the Board shall pay any such amount as may be required by law on behalf of ASSISTANT SUPERINTENDENT FOR TEACHING AND LEARNING to the Teacher Health Insurance Security Fund ("T.H.I.S."). If the current employee contribution rate required by T.H.I.S. to be remitted decreases or if legislation is implemented that limits the ability of the Board to fulfill its obligations under this section, the Board shall, to the extent permissible by law or regulation, pay the difference to the ASSISTANT SUPERINTENDENT FOR TEACHING AND LEARNING as salary to the extent the Board's total cost for salary and pick up of the TRS contribution does not exceed the Board's total cost before the TRS contribution rate decrease and/or legislative change.

6. Academic Improvement and Student Performance Provisions Goals. This Contract is a performance-based contract linked to student performance and academic achievement of the District. Initial performance goals are attached hereto and incorporated herein by reference as Exhibit B.

7. Evaluation. Annually, but no later than February 15th of each year, the Superintendent or designee shall review with ASSISTANT SUPERINTENDENT FOR TEACHING AND LEARNING progress toward established goals and working relationships among the Superintendent, the District leadership team, principals, the faculty, the staff and the community, and shall consider ASSISTANT SUPERINTENDENT FOR TEACHING AND LEARNING's annual salary for the next subsequent year (if any). A summary of the evaluation will be provided to ASSISTANT SUPERINTENDENT FOR TEACHING AND LEARNING in writing no later than March 1st, pursuant to the district's evaluation plan for administrators.

8. License. ASSISTANT SUPERINTENDENT FOR TEACHING AND LEARNING shall furnish to the Board, during the term of this Contract, a valid and appropriate license and endorsement as may be necessary to act as ASSISTANT SUPERINTENDENT FOR TEACHING AND LEARNING in accordance with the laws of the State of Illinois and as directed by the Superintendent and Board.

9. Other Work. ASSISTANT SUPERINTENDENT FOR TEACHING AND LEARNING may undertake consultative work, speaking engagements, writing, lecturing, college or university teaching, including work for the Illinois Principals Association and Illinois State University, and other professional duties and obligations provided that these activities do not interfere with the effective performance of his/her duties as ASSISTANT SUPERINTENDENT FOR TEACHING AND LEARNING. ASSISTANT SUPERINTENDENT FOR TEACHING AND LEARNING shall have the responsibility to seek prior approval from the Superintendent of such outside activity in a timely fashion.

10. Discharge for Cause. Throughout the term of this Contract, ASSISTANT SUPERINTENDENT FOR TEACHING AND LEARNING shall be subject to discharge for cause provided, however, that the Board shall not arbitrarily or capriciously call for dismissal and that ASSISTANT SUPERINTENDENT FOR TEACHING AND LEARNING shall have the right to service of written charges, notice of hearing and a hearing before the Board. If ASSISTANT SUPERINTENDENT FOR TEACHING AND LEARNING chooses to be accompanied by counsel at such a hearing, all such personal expenses shall be paid by ASSISTANT SUPERINTENDENT FOR TEACHING AND LEARNING. Failure to comply with the terms and conditions of this Contract shall also be sufficient cause for purposes of discharge, as provided in this Contract.

11. Termination by Agreement. During the term of this Contract, the Board and ASSISTANT SUPERINTENDENT FOR TEACHING AND LEARNING may mutually agree, in writing, to terminate this Contract.

12. Referrals. The Board, collectively and individually, and the Superintendent shall promptly refer all criticisms, complaints, and suggestions called to its/their attention to ASSISTANT SUPERINTENDENT FOR TEACHING AND LEARNING for study and recommendation.

13. Professional Activities. ASSISTANT SUPERINTENDENT FOR TEACHING AND LEARNING shall be encouraged to attend appropriate professional meetings at the local, state, and national levels as may be approved by the Superintendent. Within budget constraints, costs of attendance shall be paid by the Board upon receipt of a full, itemized account of such costs.

14. Membership Dues. The Board shall pay the cost of ASSISTANT SUPERINTENDENT FOR TEACHING AND LEARNING annual membership dues for one professional organization on behalf of the ASSISTANT SUPERINTENDENT FOR TEACHING AND LEARNING. ASSISTANT SUPERINTENDENT FOR TEACHING AND LEARNING

shall select the organization for which dues are paid, but such organization shall be subject to approval of the Superintendent.

15. Medical and Disability Insurance. The Board shall pay the premium for hospitalization and major medical insurance for individual and dependent coverage for the ASSISTANT SUPERINTENDENT FOR TEACHING AND LEARNING. If the hospitalization and major medical insurance group plan under this Section subjects the Board to any excise tax, civil money penalty or civil action for noncompliance with the nondiscrimination provisions of the Patient Protection and Affordable Care Act, P.L. 111-148 and/or the Health Care and Education Reconciliation Act, P.L. 111-152, the Board shall immediately reduce its contribution towards the ASSISTANT SUPERINTENDENT FOR TEACHING AND LEARNING's participation by the amount necessary to avoid the imposition of an excise tax, civil money penalty or civil action. The Board shall work with TRS so as to avoid the loss of creditable earnings to the extent permitted by law without penalty.

16. Life Insurance. The Board shall provide and pay for the full premium cost for group life and accidental death and dismemberment coverage in the amount of two times the annual contracted salary for each contract year of this Agreement.

17. Vacation. ASSISTANT SUPERINTENDENT FOR TEACHING AND LEARNING shall be entitled to twenty (20) working days of vacation annually, in each year of this Contract, exclusive of legal and school holidays, as well as Winter and Spring Break. Vacation in excess of five (5) school days shall be taken subject to approval of the Board or its designee. The ASSISTANT SUPERINTENDENT FOR TEACHING AND LEARNING is encouraged to take vacation days within twelve (12) months of the year in which they are earned, but if not possible, the unused amount shall be allowed to accumulate to a maximum of sixty-five (65) days. The rate of pay for unused vacation days shall be at the per diem rate at the time of the ASSISTANT SUPERINTENDENT FOR TEACHING AND LEARNING'S dismissal or resignation. Any unused vacation days will be compensated at the Chief Financial and Facilities Officer rate of pay at the time of termination, resignation or notice of retirement.

18. Sick Leave. ASSISTANT SUPERINTENDENT FOR TEACHING AND LEARNING shall be entitled to the same sick leave allotment as is given to other professional educator licensed employees of the Board. Earned sick leave shall accumulate to not more than three hundred forty (340) days, and shall be subject to such other provisions as may be contained in School District policies, rules and regulations. On July 1, 2023, the Board shall grant the Superintendent a one-time additional grant of twenty-five (25) sick leave days which shall be immediately available for use.

19. Personal Leave. ASSISTANT SUPERINTENDENT FOR TEACHING AND LEARNING shall be entitled to the same personal leave as other professionally licensed staff of the District as set forth in the collective bargaining agreement between the District and its professionally licensed staff.

20. Annuity. ASSISTANT SUPERINTENDENT FOR TEACHING AND LEARNING shall be entitled to the maximum allowable contribution authorized by law for

individual “under 50” contributions to a 403b annuity program during each year of this Contract paid on her behalf by THE BOARD, but shall not be entitled to any catch-up contribution, additional contribution, or employer contribution beyond the maximum allowable contribution of regular entitlement as may be otherwise allowable at law.

21. Automobile Stipend and Reimbursement. THE BOARD shall provide to THE ASSISTANT SUPERINTENDENT FOR TEACHING AND LEARNING a stipend for in-District operating expenses of said automobile in an amount not to exceed one thousand two hundred and 00/100 Dollars (\$1,200.00) per year. In addition, THE BOARD shall reimburse THE ASSISTANT SUPERINTENDENT FOR TEACHING AND LEARNING for vouchered travel expenses incurred by THE ASSISTANT SUPERINTENDENT FOR TEACHING AND LEARNING outside the District, while pursuing her duties as THE ASSISTANT SUPERINTENDENT FOR TEACHING AND LEARNING.

22. Disability. Should ASSISTANT SUPERINTENDENT FOR TEACHING AND LEARNING be unable to perform the duties and obligations of this Contract, by reason of illness, accident or other cause beyond ASSISTANT SUPERINTENDENT FOR TEACHING AND LEARNING'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) calendar days after the exhaustion of accumulated leave days (including FMLA) and vacation days during any school year, or if such disability is permanent, irreparable or of such nature as to make the performance of ASSISTANT SUPERINTENDENT FOR TEACHING AND LEARNING's duties impossible, the Board, at its option, may terminate this Contract, whereupon the respective duties, rights and obligations of the parties shall terminate. ASSISTANT SUPERINTENDENT FOR TEACHING AND LEARNING shall provide medical evidence of her ability to perform the essential functions of her job to the Board President upon request.

23. Criminal Records Check. Pursuant to 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 fingerprint-based criminal records check required by Illinois law is not completed at the time this Contract is signed, and any subsequent investigation or report reveals there has been such a conviction, this Contract shall immediately become null and void.

24. 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
Bloomington School District No. 87
300 E. Monroe St.
Bloomington, Illinois 61701

To the ASSISTANT SUPERINTENDENT
FOR TEACHING AND LEARNING:
Dr. Nicole Rummel

(address on file)

25. Headings. 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 Contract, the text shall control.

26. Contract Extension. At the end of any year of this Contract, the Board and ASSISTANT SUPERINTENDENT FOR TEACHING AND LEARNING may mutually agree to extend the employment of ASSISTANT SUPERINTENDENT FOR TEACHING AND LEARNING for a single year period. Notwithstanding the foregoing, prior to March 1 of the year in which this Contract expires, the Board shall take action to extend or not to extend the terms of this Contract for one additional year, and shall notify ASSISTANT SUPERINTENDENT FOR TEACHING AND LEARNING in writing of such action. Failure of the Board to take such action shall extend this Contract for one (1) additional year.

27. Copies of Contract. This Contract 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.

28. Severability. It is understood and agreed by the parties that if any part, term, or provision of this Contract is held by the courts to be illegal or in conflict with any law of the State of Illinois, the validity of remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular part, term, or provision held to be invalid.

29. Jurisdiction. This Contract has been executed in the State of Illinois, and shall be governed in accordance with the laws of the State of Illinois in every respect.

30. Complete Understanding. 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, whether oral or written.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed in their respective names; and in the case of the Board, by its President and attested to by its Secretary, on the day and year first above written.

**Assistant Superintendent for Teaching
and Learning**

**Board of Education
Bloomington School District No. 87**

By: _____

President

ATTEST:

Secretary

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EXHIBIT A
JOB DESCRIPTION

Position: Assistant Superintendent of Teaching and Learning
Reports to: Superintendent of Schools
Position Level: Cabinet Educational Administrator
Work Year: 12 months/260 days

POSITION OVERVIEW

The Assistant Superintendent of Teaching and Learning oversees the creation, development, implementation, and revision of all PreK-12 curriculum, programming and assessments; creates a PreK-12 learning environment that includes a guaranteed and viable curriculum and instructional pedagogy sufficient to ensure career and college readiness; supervises and evaluates the delivery of instruction in compliance with D87's Strategic goals, District policies, and procedures for the purpose of advancing all student outcomes PreK-12 grades.

SKILLS AND EXPERIENCE REQUIRED:

- State of Illinois Professional Educator License
- General Administrative endorsement
- Masters or Doctoral degree in Curriculum & Instructions and / or Educational Leadership
- Building and/or district level administrative experience preferred
- Principal evaluator designation preferred
- Teacher evaluator designation preferred
- Grant management experience
- Five or more years demonstrated successful experience working within the PreK - 12th grade environment.

ESSENTIAL FUNCTIONS:

- Ability to function at a high level in a fast paced environment
- Ability to use technology to enhance operations
- Excellent communication skills – written, verbal, and presentation
- Strong organizational skills
- Ability to lead and manage complex projects
- Ability to make difficult decisions in a timely fashion
- Ability to work collaboratively with teachers, supervisory personnel, administration, and the Board of Education
- Detail orientation
- Continuous improvement mindset
- Systems perspective
- High level of confidentiality
- Customer service focus

Duties and Responsibilities:

- Create a comprehensive vision for the educational program for all students in District 87.
- Inspire the Directors of Elementary Education, Special Services, Technology, Multilingual and Principals to create systems to support all students to their highest potential.
- Collaborate within the district to create a cohesive organization that evaluates human resources, finances, facilities and technology to best serve the students and staff of District 87.
- Design district plans for School Improvement Days, Institute Days, in-district classes, professional learning, committees, and curriculum and technology adoptions.
- Motivate all stakeholders to review data, make recommendations, and create systemic change through the MTSS process including District and School Leadership teams.
- Leverage all grant funding to best serve the strategic plan of District 87 and to distribute funding equitably and fairly. This includes all ESEA Grants of 1965 (Title I, 2, 4) and Title 1003 a, Title 3, IL-Aware and local grants such as State Farm and Beyond the Books.
- Manage financials for department, grants, and State of Illinois according to Illinois State Board of Education.
- Develop and maintain relationships with our community partners to provide additional programs and resources for our families. This includes seeking additional funding through community partnerships/grants to serve the families and students in Bloomington.
- Lead all curriculum development projects which includes a wide range of professional development offerings for all faculty, staff, paraprofessionals and administrators that are aligned to the goals of the district and Department of Teaching and Learning.
- Coordinate all assessments within the district including the purpose and data analysis of those assessments. This includes aligning these assessments within the district's curriculum offerings.
- Continuously model best practices in teaching through presentations, organization, communication and collaboration.
- Plan long-term instructional program reviews within a committee structure that ensures all stakeholders are heard and program integrity is maintained.
- Confidential contact for all administrators for school improvement, curriculum and instruction, assessments, and all teaching and learning issues.
- Recognize the relationship between technology and learning including the systems necessary to implement a curriculum and programs necessary to maintain an engaging instructional environment.
- Coordinates registration for all students and families.
- Coordinate all data for the Illinois State Report card with the Data Department including processes and procedures to collect and analyze data prior to and after submitting to ISBE.
- Represent the Superintendent of Schools with Board of Education, Administrative meetings, District 87 events, and community committees and events as is necessary.
- Balance the needs of students, faculty, staff, administrators and community when making decisions.

DIRECT SUPERVISION

- Director of Elementary Education
- Director of Special Services
- Director of Technology
- Multilingual Teacher Leader
- IL-Aware Teacher Leader
- Instructional Technology Teacher Leader
- Administrative Assistant (Teaching and Learning)
- Administrative Assistant (Technology/Finances)
- Administrative Assistant (Multilingual/Interpreter)

INDIRECT SUPERVISION

- Building Principals
- Associate Principals
- Assistant Principals
- Data Department (Technology)
- Technology Department
- Student Services Department
- Administrative Assistant for Student Records

EXHIBIT B
PERFORMANCE GOALS AND INDICATORS FOR CONTRACT TERM

Support directors of elementary education, special services, technology, multilingual and principals as they create systems to support all students.

Develop and maintain relationships with our community partners to provide additional programs and resources for our families.

Lead curriculum development projects which include a wide range of professional development offerings for all faculty, staff, paraprofessionals and administrators that are aligned to the goals of the District and the Department of Teaching and Learning.

ASSISTANT SUPERINTENDENT FOR TEACHING AND LEARNING will demonstrate achievement of the goals by providing periodic reports to the Superintendent.