

ASSISTANT SUPERINTENDENT EMPLOYMENT CONTRACT

THIS CONTRACT made this ___ day of _____, 2021, by and between the Board of Education of Mahomet-Seymour Community Unit School District No. 3 (hereinafter referred to as “the Board”), and Nicole Rummel (hereinafter referred to as “the Assistant Superintendent”), pursuant to a Motion of the Board at a meeting of the Board held on March 22, 2021, 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. **TERM.** The Board hereby employs Nicole Rummel as Assistant Superintendent in and for Mahomet-Seymour Community Unit School District No. 3 for a period of three (3) years, commencing July 1, 2021 and ending June 30, 2024. The work year shall be twelve (12) months per year, including sick leave, personal leave and vacation (paid non-working days) but not including holidays. The Superintendent, in consultation with and with the advice of the Assistant Superintendent, shall specify the days on which the Assistant Superintendent will perform duties as Assistant Superintendent.

2. **DUTIES.** The duties and responsibilities of Assistant Superintendent shall be all those duties established by this Contract, those incident to the office of Assistant Superintendent, as set forth in the job description of that position as attached hereto as Appendix A, those obligations imposed by the law of the State of Illinois upon Assistant Superintendents; and such additional duties normally performed by an employee in like position as from time to time may be assigned to the Assistant Superintendent by the Superintendent of Schools and/or the Board.

3. **SALARY.** In consideration of the performance of the duties of the Assistant Superintendent, the Board shall pay to the Assistant Superintendent as base annual salary for the period extending from July 1, 2021 to June 30, 2022, the total sum of One Hundred Nineteen Thousand Six Hundred Fifty-one and 70/100 Dollars (\$119,651.70) per year, which amount shall be payable in substantially equal installments in accordance with the payroll procedures of the District. For each subsequent contract year, the Assistant Superintendent shall be paid such annual salary as may be agreed to by the Board and the Assistant Superintendent, pursuant to provisions described hereinbelow, but in no case less than the salary negotiated for the preceding contract year. Any adjustment in base salary shall be in the form of an amendment and shall become part of this Contract, but any such amendment shall not be considered a new contract with the Assistant Superintendent, or that the termination date of this Contract has been in any way extended.

4. **PENSION.** In addition to said salary, the Board shall pay on behalf of the Assistant Superintendent all required contributions to the Teachers’ Retirement System in the form of an employer paid pension contribution pursuant to 40 ILCS 5/16-152, *et seq.* The Assistant 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 Assistant 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 Assistant Superintendent’s future services,

knowledge and experience.

5. **T.H.I.S.** In addition to the Assistant Superintendent's salary, the Board shall pay such amount as may be required by law on behalf of the Assistant Superintendent to the Teachers' Health Insurance Security Fund. The Assistant 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 Assistant 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' Health Insurance Security Fund, and further acknowledge that such contributions are made as a condition of employment to secure the Assistant Superintendent's future services, knowledge and experience.

6. **ACADEMIC IMPROVEMENT AND STUDENT PERFORMANCE GOALS.** The contract is a performance-based contract linked to student performance and academic improvement of the District, pursuant to 105 ILCS 5/10-23.8a. The Assistant Superintendent shall strive to meet the goals during the term of this Contract. The parties have met, discussed and agreed upon the performance goals and objectives set forth in Appendix B, attached hereto and incorporated herein by reference.

7. **EVALUATION.** Annually, but no later than March 1 of each year, the Superintendent shall review with the Assistant Superintendent, the Assistant Superintendent's progress toward established goals, as well as working relationships among the Assistant Superintendent, the Superintendent, the Board, the faculty, the staff, the students and the community. The Superintendent shall provide a summary of the Assistant Superintendent's evaluation and job performance to the Board.

8. **EXTENSION AT END OF TERM.** At the time of the final annual evaluation and assessment under this Contract, the Board and the Assistant Superintendent shall engage in discussions from which the parties may mutually agree to extend the employment of the Assistant Superintendent for a multi-year period not to exceed five (5) years. If the Board determines not to extend the Contract, the Board shall notify the Assistant Superintendent in writing so that the Assistant Superintendent receives the notice not later than February 1, 2024. In the event the Contract is extended, the Board and the Assistant Superintendent shall establish additional goals designed to enhance student performance and academic achievement as well as the indicators to measure same.

9. **LICENSURE.** The Assistant Superintendent shall furnish the Board, during the term of this Contract, a valid and appropriate license, authorizing the Assistant Superintendent to perform the duties of Assistant Superintendent in accordance with the laws of the State of Illinois and as directed by the Board.

10. **DISCHARGE FOR JUST CAUSE.** Throughout the term of this Contract, the Assistant Superintendent shall be subject to discharge for just cause provided, however, the Board shall not arbitrarily or capriciously call for dismissal and the Assistant Superintendent shall have the right to service of written charges, notice of hearing and a hearing before the Board. If the Assistant Superintendent chooses to be accompanied by counsel at such hearing, all such personal expenses shall be paid by the Assistant Superintendent. 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. **DISABILITY.** Should the Assistant Superintendent be unable to perform the duties and obligations of this Contract, by reason of illness, accident or other cause beyond the Assistant Superintendent'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 ninety (90) work days after the exhaustion of accumulated leave days and vacation days during any school year, or if such disability is permanent, irreparable or of such nature as to make the performance of the Assistant Superintendent's duties impossible, the Board, at its option, may terminate this Contract, whereupon the respective duties, rights and obligations of the parties shall terminate.

12. **TERMINATION BY AGREEMENT.** During the term of this Contract, the Board and the Assistant Superintendent may mutually agree, in writing, to terminate this Contract.

13. **VACATION.** The Assistant Superintendent shall be entitled to twenty (20) days of vacation leave annually without loss of pay. Vacation days shall only be taken subject to approval of the Superintendent, shall not interfere with the orderly function of the School District, and shall be subject to use provisions contained in the School District's policies, rules and regulations with respect thereto. Vacation shall be taken within twelve (12) months of the year in which it is earned and shall not be cumulative.

14. **SICK LEAVE.** The Assistant Superintendent shall be entitled to the same number of sick leave days annually as other licensed staff of the District, and earned sick leave shall be cumulative pursuant to Board policy, the same as for other licensed staff of the District.

15. **PERSONAL LEAVE.** The Assistant Superintendent shall be entitled to the same number of personal leave days annually as other licensed staff of the District. Personal leave usage and accumulation, if any, shall be governed by the Board's rules, regulations and policy.

16. **MEDICAL INSURANCE.** The Board shall pay such health insurance premiums for the Assistant Superintendent as provided to the other licensed employees on the same terms and conditions as established in the collective bargaining agreement between the District and its licensed staff, including but not limited to the same amount of employer-paid premium support through the Board's group insurance carrier.

17. **LIFE INSURANCE.** The Board shall provide and pay the premiums for a term life insurance policy on the life of the Assistant Superintendent in the amount of One Hundred Thousand and 00/100 Dollars (\$100,000.00). The Assistant Superintendent shall designate the beneficiary of the policy.

18. **MEMBERSHIP DUES.** The Board agrees to pay the cost of reasonable annual membership dues in one (1) national and one (1) state level professional organization of Assistant Superintendent's choosing and for such other professional organizations as may be approved by the Board. The Assistant Superintendent is encouraged to attend appropriate professional meetings at local and state levels. Within budget constraints and as approved in advance by the Superintendent, such costs of attendance may be paid by Board upon receipt of a full, itemized account of such costs.

19. **MILEAGE REIMBURSEMENT.** The Board shall pay the Internal Revenue Service rate to the Assistant Superintendent for vouchered reimbursable mileage expenses incurred by the Assistant Superintendent while using the Assistant Superintendent's personal vehicle for the conduct of approved District business. Reimbursement shall be pursuant to the District's policies, rules and regulations.

20. **OTHER WORK.** With the prior approval of the Board, the Assistant Superintendent may undertake consultative work, speaking engagements, writing, lecturing or other professional duties and obligations.

21. **NOTICE.** Any notice required under this Contract 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:

To the Board:

President, Board of Education,
Mahomet-Seymour CUSD No. 3
1301 S. Bulldog Drive, P.O. Box 229
Mahomet, IL 61853

To the Assistant Superintendent:

Nicole Rummel
(The address listed on
District records)

22. **CONTENT OF AGREEMENT.** 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.

23. **AGREEMENT GOVERNED BY ILLINOIS LAW.** This Contract is executed in Illinois, and shall be governed in accordance with the laws of the State of Illinois in every respect.

24. **RELEVANT LAW.** This Contract is authorized under the provisions of 105 ILCS 5/10-23.8a.

25. **SURVIVAL OF CONTRACT.** This Contract shall be binding upon the parties hereto, their successors and assigns.

26. **SAVINGS CLAUSE.** If any portion of this Contract is deemed to be illegal or unenforceable, the remainder thereof shall remain in full force and effect.

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.

Date

The Assistant Superintendent

**MAHOMET-SEYMOUR COMMUNITY
UNIT SCHOOL DISTRICT NO. 3**

Date

By: _____
President, Board of Education

ATTEST:

Date

Secretary, Board of Education