

BARTELSON SCHOOL DISTRICT NO. 57

SUPERINTENDENT/PRINCIPAL CONTRACT

THIS AGREEMENT (the "Agreement") made this 19 th day of April, 2017, by and between the BOARD OF EDUCATION, BARTELSON SCHOOL DISTRICT NO. 57 ("the Board"), and Tom Siegler ("Superintendent/Principal"), as approved by action of the Board of Education at a Meeting of the Board held on April 19, 2017.

IT IS AGREED:

1. Employment.

Superintendent/Principal is hereby hired from July 1, 2017, to June 30, 2020, as Superintendent/Principal of Schools for Bartelso School District No. 57 upon the terms and conditions hereinafter set forth.

2. Duties.

A. The duties and responsibilities of Superintendent/Principal of this District shall be all those duties incident to the office of Superintendent/Principal 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/Principal as from time to time may be assigned to Superintendent/Principal by the Board.

The Superintendent/Principal shall have charge of the administration of the school under the direction of the Board. In addition to these duties, the Superintendent/Principal 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/Principal 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/Principal shall supervise the teaching, provide all that is needed for a good school and evaluate the program of education. He must maintain and keep pupil records confidential but open to teachers. It is his duty to draw up a school calendar to be approved by the Board 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.

More specific duties include:

- a. To exert professional leadership in his school through supervision, helping teachers in the art and technique of good classroom teaching while still respecting variety. To encourage professional growth by providing in-service workshops, faculty meetings and professional reading.
- b. To keep parents informed through letters, Parent-Faculty Club and parent teacher conferences.

c. To see that all classrooms are in good working order and that all teachers have necessary equipment.

d. To complete all Federal, State and local reports and applications for funding as necessary.

e. To provide for the safety of the children by fire drills, tornado drills and bus safety inspections and drills.

f. To serve as a liaison or intermediary in all professional activities and dealings involving the Board of Education and the school staff.

g. To work in harmony and respect with the Board of Education.

h. To prepare effective applications for monetary grants and awards for the programs of the District.

i. To attend extracurricular activities, performances, athletic and academic events of the District.

j. It is the duty of the Superintendent/Principal to see that instructional programs are properly introduced and smoothly integrated. The Superintendent/Principal must be a leader in this area, not only making it possible but also helping the teachers by education, in-service workshops, giving time to set up the programs and work together as teams, see that the necessary equipment is available for the programs and conduct orientations programs for parents and children when needed.

k. To attend to the day-to-day operation of classes and to monitor the standards of teachers, content of instructional programs and the conduct of students.

**B. 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 student performance and academic improvement of Bartelso School District No. 57. The Superintendent/Principal 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/Principal 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.

C. **Consideration of Additional Student Performance and Academic Improvement Goals.** Prior to the end of the month of September during the first school year of this Agreement, the parties agree the Superintendent/Principal and Board shall evaluate whether additional student performance and academic improvement goals and indicators to measure the same for the Superintendent/Principal shall be necessary. The Superintendent/Principal, 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. Upon request by either the Board or the Superintendent/Principal, these additional goals and indicators shall be reduced to writing and become an attachment to this Agreement. Thereafter, the Superintendent/Principal 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/Principal shall schedule a meeting with the Board to discuss the proposed additional goals and indicators. Upon request by either the Board or the Superintendent/Principal, these additional goals and indicators for the following school year shall be reduced to writing and attached to this agreement as an exhibit. The Board's and Superintendent's decision to add or revise performance goals shall be in implementation of this provision of this Contract and shall not constitute or require an amendment to this Contract.

### 3. Compensation.

A. The salary of the Superintendent/Principal shall be Eighty-seven Thousand Dollars (\$87,000.00) for the period of July 1, 2017, through June 30, 2018. Salary shall be paid in twenty-four (24) semi-monthly equal installments in accordance with the policy of the Board governing payment of salaries to other members of the professional staff. For the 2018-2019 and 2019-2020 school years, the annual salary shall be increased by no less than the aggregate percentage increase provided to the certified staff pursuant to the collective bargaining agreement, if any, or other Board action for that given contract year and no more than five percent (5%) from the prior year's salary. The Board's action to increase or otherwise change the Superintendent's salary under this paragraph shall be in implementation of this provision of this Contract and shall not constitute or require an amendment to this Contract. However, by doing so, it shall not be considered that the Board has entered in to a new agreement with the Superintendent/Principal, or that the termination date of the Agreement has been in any way extended.

B. 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/Principal, 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/Principal. The Superintendent/Principal 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/Principal 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.

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

D. Any compensation, benefit or leave provided to the Superintendent/Principal pursuant to this Agreement shall be limited to the portion (if any) of such payment which does not cause the District to incur a TRS penalty or other form of additional contribution in the event the Superintendent retires from the District. The Superintendent/Principal shall be responsible for providing and sharing information with the District regarding any retirement costs and/or penalties, and to provide proof to the District that the Superintendent/Principal's retirement shall not cause a penalty to the District, in order to be eligible for such payment. In the event the Superintendent/Principal elects to retire under the Illinois Pension Code, and as a result of such retirement, a penalty or other additional payment is due and owed by the District to the Teacher Retirement System ("TRS"), the Superintendent/Principal shall be deemed to be in breach of this Agreement. As a result of such breach, the Superintendent, as damages for such breach, will pay to the District all payments made by the District to the TRS on behalf of the Superintendent as a result of the District's incurring any penalty or other payment not otherwise specifically provided for by this Contract. Such payment shall be made by the Superintendent/Principal to the District within thirty (30) days after TRS's notification to the District of the amount due and owed. Further, upon Notice to the District that the Superintendent has elected to retire, and a penalty or additional contribution is assessed against the District by TRS, the Superintendent/Principal shall be deemed to have resigned from the District on the date he sends such election to TRS.

The Superintendent/Principal has agreed to this paragraph but the Board acknowledges that there has been an issue raised as to the propriety of this paragraph and this language will be revisited when a new contract or extension is negotiated.

E. The parties acknowledge that the ongoing financial condition of the State of Illinois, particularly with respect to public pension reform, has made possible legislative amendments to TRS likely. Accordingly, if there are legislative or rule changes affecting the District's obligations with respect to TRS contributions, which would cause the District to pay an increased employer contribution, or an employer penalty, tax, or additional cost related to the compensation and benefits provided in this Agreement, or would otherwise increase the employer's cost for paying Superintendent's compensation and benefits under the terms of this Agreement, the Superintendent shall bring this change to the attention of the Board, and the Board and the Superintendent/Principal agree to discuss the effect of the legislation on the terms of this contract. In such instance, the salary and TRS contribution provisions of this Contract shall be reopened for renegotiation if necessary due to the above. Such negotiations shall be for the purpose of negotiating appropriate revisions to assure that Superintendent receives, to the maximum extent possible, the value of the benefits provided under this Agreement, while avoiding additional TRS payments, costs or penalties by the District that may arise due to the change or implementation of the legislation or rule.

#### 4. Evaluation in Role as Superintendent.

By no later than March 1 of each contract year, the Board shall provide the Superintendent/Principal with an evaluation that shall include a review of the

Superintendent/Principal's progress towards established goals, as well as a review of the working relationships among Superintendent/Principal, the Board, the faculty, the staff and the community. The Superintendent/Principal shall notify the President of the Board in writing by the regularly scheduled December board meeting of the Board's obligation pursuant to this provision to evaluate the Superintendent by March 1<sup>st</sup>. Failure to provide such notification to the Board President shall be a material breach of this agreement.

5. Evaluation in Role as Principal.

Annually, and no later than March 1, the Superintendent/Principal shall evaluate all principals as required by Section 24A-15 of the *Illinois School Code* (105 ILCS 5/24A-15), and ensure that an evaluation of each assistant principal, if any, is completed by March 1 in the manner required by Section 24A-15. Failure to conduct an evaluation in accordance with this section shall be considered a material breach of this Contract. In the event that Mr. Siegler serves as principal, pursuant to 23 Ill. Adm. Code 50.300, the Board shall appoint an evaluator from outside the District (e.g., a superintendent from another Illinois school district) to perform the evaluation of Mr. Siegler in his capacity as principal. The evaluator shall hold a current and valid professional educator license endorsed for superintendent issued under Article 21B of the School Code and shall have completed the prequalification process and any retraining, as applicable, required under section 24A-3 of the School Code or Subpart E of the Title 23, Part 50 of the Illinois Administrative Code, "Training for Evaluators." The Board will accept the recommendation of the Superintendent/Principal for the person doing the evaluation provided said person meets the requirements set forth in this paragraph.

6. License.

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

7. Other Work.

The Superintendent/Principal 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/Principal, by prior agreement with the Board, may undertake consultative work, speaking engagements, writing, lecturing, or other professional duties and obligations.

8. Vacation, Sick Leave and Personal Leave.

Superintendent/Principal shall receive twenty (20) calendar working days of vacation, exclusive of legal holidays and Winter and Spring Break. The Superintendent/Principal shall provide prior notice of use of vacation time to the Board President; whenever practicable. The Superintendent/Principal shall make every effort to use such vacation days within the twelve (12) month period the vacation days are earned. In the event the Superintendent does not use all vacation days earned, such unused vacation days may be carried up to a maximum of 36 days.

Upon termination of employment, any unused accumulated vacation days shall be paid at the Superintendent/Principal's current per diem to the Superintendent/Principal after the Superintendent/Principal's final work day, and after receipt of the final paycheck for regular earnings, pursuant to applicable law. The parties agree that such payment for unused days is not intended to constitute "creditable earnings" for purposes of TRS.

The Superintendent/Principal shall be annually entitled to thirteen (13) days of sick leave and three (3) days of personal leave which may be used as sick leave under the same terms and conditions as are applicable to all certified staff members. 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 340 days.

The Superintendent/Principal is responsible for maintaining an accurate record of vacation, sick and personal leave days used and accumulated year-to-year. The Superintendent/Principal shall provide this information to the Board upon its request, annually at the time of his evaluation, and at the time of his separation from employment.

9. Disability.

The Board may terminate this contract for reasons of permanent disability or incapacity at any time after the Superintendent/Principal has exhausted accumulated sick, personal, and vacation leave and either has been absent from his employment for a continuous period of three (3) months; or the Board, in accord with the provisions below or by the Superintendent/Principal, is provided with a physician's statement certifying that he is permanently disabled or incapacitated. All obligations of the Board shall cease upon written notice of termination for permanent disability or incapacity, provided the Superintendent/Principal shall be entitled to a hearing before the Board if he so requests. The Board reserves the right to require the Superintendent/Principal to submit to a medical examination, whether physical or mental, whenever the Board deems the Superintendent/Principal may be disabled. Such examination shall be performed by a physician licensed to practice medicine in all its branches, which is mutually selected and paid by the Board. The Superintendent/Principal expressly agrees that the physician shall prepare a detailed report of the state of his physical and/or mental health and submit it to the Board of Education. The Superintendent/Principal hereby further waives any claim of privilege regarding such report under any laws currently in effect.

10. Teacher Health Insurance Security.

The Board of Education hereby agrees to pay, on behalf of Superintendent/Principal, the Superintendent/Principal's required T.H.I.S. payment, subject to the conditions above in Sections 3-D and 3-E and the provisions of applicable law.

11. Professional Activities.

Superintendent/Principal 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.

12. Membership Dues.

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

13. Referrals to Superintendent/Principal.

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

14. Non-Renewal.

Notice of intent not to renew this contract shall be given to the Superintendent/Principal by the Board by April 1 of the year in which the Agreement expires. Said notice shall be in writing and state the reason(s) 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. The Superintendent/Principal shall notify the President and Secretary of the Board, by no later than the January Board Meeting of the year in which the Contract expires, of the Board's obligation to give the Superintendent/Principal said Notice of intent not to renew. The failure of the Superintendent/Principal to give the required reminder notice to the Board shall be considered a material breach of the Contract and shall waive the obligation of the Board to give notice of its intent not to renew the Contract by April 1.

Within ten (10) days after receipt of a notice of intent not to renew this Agreement, the Superintendent/Principal may request a closed session hearing on the non-renewal. The Superintendent/Principal has the right of presenting evidence and witnesses in response to the notice of non-renewal.

15. Contract Renewal.

Prior to the end of the contract year in which the Agreement expires, the Board and Superintendent/Principal 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.

16. Contract Extensions.

Prior to the end of any year of the Agreement, the Board and Superintendent/Principal may mutually agree to extend the employment of the Superintendent/Principal for a period not to exceed the maximum permitted by law, provided all the performance and improvement goals contained herein have been met.

17. Discharge for Cause.

Discharge for cause may be for any conduct, act, or failure by the Superintendent/Principal which is detrimental to the best interests of the District. In the event of discharge for cause, the Superintendent/Principal shall have the right to service of written charges, notice of hearing and a hearing before the Board. If Superintendent/Principal chooses to be accompanied by counsel at such hearing, all such personal expenses shall be paid by Superintendent/Principal. Failure to comply with the terms and conditions of this Agreement shall be sufficient cause for purposes of discharge as provided in this Agreement.

18. Termination of Agreement.

During the term of this Agreement, the Board and Superintendent/Principal may mutually agree, in writing, to terminate this Agreement.

19. 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.

20. 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  
Bartelso School District No. 57  
306 S. Washington Street  
P.O. Box 267  
Bartelso, Illinois 62218-0267

If to the Superintendent/Principal, to:  
Tom Siegler  
(to the last address on file with the Business Office of the District)

21. 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.

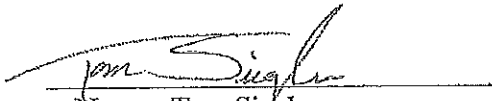


This Agreement may be executed in one or more counterparts, each of which shall be considered an original, and all of which taken together shall be considered one and the same instrument.

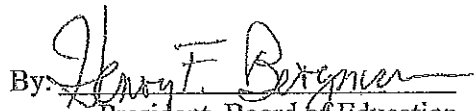
This Agreement contains all of the terms agreed upon by the parties with respect to the subject matter of this Agreement and supersedes all prior agreements, arrangements and communications between the parties concerning such subject matter whether oral or written. Except as may otherwise be provided 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.

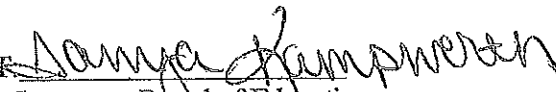
IN WITNESS WHEREOF, the Board has caused this Agreement to be executed by its President and attested by its Secretary, and the Superintendent/Principal has signed this Agreement on the day and year first above-written.

SUPERINTENDENT/PRINCIPAL

  
Name: Tom Siegler

BOARD OF EDUCATION FOR  
BARTELSON SCHOOL DISTRICT  
NO. 57

By:   
President, Board of Education  
Bartelso School District No. 57  
Clinton County, Illinois

ATTEST   
Secretary, Board of Education  
Bartelso School District No. 57  
Clinton County, Illinois