

ST. LIBORY CONSOLIDATED SCHOOL DISTRICT #30  
811 Darmstadt Street, PO Box 323  
St. Libory, IL 62282 – 0323

**SUPERINTENDENT CONTRACT**

This contract made and entered into this 28<sup>th</sup> day of February, 2017, between the St. Libory Consolidated School District #30 and, acting by and through its Board of Education, hereinafter called "District" and Thomas Rude, hereinafter called "Superintendent."

District hereby employs Thomas Rude as Superintendent to devote his full-time to supervisory and administrative work and to perform such duties assigned to him and required of him by law, and the rules, regulations and policies of the Board of Education for the period of four (4) years commencing July 1, 2016 and terminating June 30, 2020. The previous contract between the Parties is hereby rescinded.

**I. SALARY/TRS**

The Board shall pay the Superintendent the annual salary of Sixty-Three Thousand Dollars (\$63,000) for 2016 – 2017, Sixty-Four Thousand and Two Hundred and Fifty Dollars (\$64,250) for 2017 – 2018, Sixty-Five Thousand and Five Hundred Dollars (\$65,500) for 2018 – 2019, and Sixty-Six Thousand and Seven Hundred and Fifty Dollars (\$66,750) for 2019 – 2020 (See Attachment 1 for Breakdown of Compensation Package). The Superintendent hereby agrees to devote such 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 equal installments in accordance with the policy of the District governing payment of salary to other certified members of the professional staff.

The District retains the right to adjust the annual salary of the Superintendent during the term of this agreement, provided that any salary adjustment does not reduce the annual salary below the figure stated in this Agreement or any amendment attached hereto. Any adjustment in salary made during the life of this Agreement shall be in implementation of this Agreement and shall not require an amendment. It is provided, however, that by doing so, it shall not be considered that the District has entered into a new agreement with the Superintendent nor that the termination date of this agreement has been in any way extended.

In addition to the annual salary and other compensation stated in this Agreement, the Board shall pay on behalf of the Superintendent to the State of Illinois Teachers' Retirement System and Teachers' Health Insurance Security Fund the Superintendent's entire required contributions to said pension system and health fund. The 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 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 Teachers' Health Insurance Security Fund, and further acknowledge that such contributions are made as a condition of employment to secure the Superintendent's future services, knowledge and experience.

However, if legislation is enacted that limits the employer's ability to perform its obligations under this paragraph, the Board shall pay the difference to the Superintendent as salary to the extent the Board's total cost for salary and pick up of the TRS and THIS contribution equals the Board's total cost before enactment of such legislation. The Board's and Superintendent's implementation herein shall be in implementation of this provision of this Contract and shall not constitute or require an amendment to this Contract.

## **II. EVALUATION/GOALS**

Annually, but no later than February 1, of each year, the District shall review, with the Superintendent, progress toward established goals and the quality of working relationships between and among the Superintendent, the District, the faculty, the staff and Community.

Pursuant to 105 ILCS 5/10-23.8, this Agreement is a performance – based contract linked to student performance and academic improvement of the school. The Superintendent shall strive to meet the goals during the term of this Agreement. The parties agree the goals and indicators are linked to student performance and academic improvement of the District.

Annually, the Superintendent shall (1) evaluate student performance, which shall include but not be limited to, student performance on standardized tests such as performance on the Partnership for Assessment of Readiness for College and Careers, completion of the curriculum, attendance, and drop – out rates; (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 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.

## **III. LICENSURE**

The Superintendent shall furnish to the District, prior to and during the term of this Agreement, a valid and appropriate license to act as Superintendent in accordance with the laws of the State of Illinois and as directed by the Board.

#### **IV. DISCHARGE FOR JUST CAUSE**

Throughout the term of this Agreement, Superintendent shall be subject to discharge for just cause provided, however, that the District does not arbitrarily or capriciously call for dismissal. The Superintendent shall have the right to service of written charges, written notice containing a specific bill of particulars listing the detailed reasons for the discharge, notice of hearing, and a hearing with all rights of due process under law before an independent hearing officer with any final decision to be made by the Board in such matter. If the Superintendent chooses to be accompanied by counsel at such hearing, the Superintendent shall pay all expenses attaching to such choice. Failure to comply with the terms and conditions of this Agreement after notification and a reasonable opportunity to correct, where appropriate, shall also be sufficient just cause for purpose of discharge as provided in this Agreement. This provision shall not be construed to limit in any way the Superintendent's right to review District's action in any applicable state or federal court or other administrative forum.

#### **V. DISABILITY**

In the event that Superintendent be unable to perform the duties and obligations of this Agreement, by reason of illness, accident or other cause beyond Superintendent's control and such disability exists for a period of more than ninety (90) days after the exhaustion of accumulated sick leave days and vacation days during any school year, the District at its discretion, may make a proportionate deduction from the salary stipulated. If such disability continues for beyond this time or if such disability is permanent, irreparable or of such nature as to make performance of Superintendent's duties impossible, the District, at its option, may terminate this Agreement, whereupon the respective duties, rights and obligations of parties shall terminate. Prior to termination for disability, the Superintendent may request a hearing before the Board in closed session.

#### **VI. TERMINATION BY AGREEMENT**

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

#### **VII. REFERRALS TO AND FROM SUPERINTENDENT**

The District collectively and individually shall promptly refer all criticism, complaints and suggestions called to their attention to the Superintendent for study and recommendation. The Superintendent shall, in like manner, inform the District of complaints, criticisms and suggestions called to his attention.

#### **VIII. PROFESSIONAL ACTIVITIES/TRANSPORTATION EXPENSES**

The Superintendent shall be encouraged to attend appropriate professional meetings at local, state, and national levels. The Superintendent shall also receive actual mileage

reimbursement when carrying out duties of his position outside of the district boundary area, reimbursed at a rate per mile announced annually by the Internal Revenue Service for the purpose of income tax preparation. Total combined costs for professional activities, transportation, and lodging expenses shall be paid by the District up to an aggregate yearly total of One Thousand and Two Hundred Dollars (\$1,200). A record of dates, sponsoring organization, general topic(s) shall be maintained and made available to District upon request.

#### **IX. MEDICAL EXAMINATION**

At the request of the District, during the term of this Agreement, the Superintendent shall obtain a medical examination from a physician mutually selected by the Parties. In the event of such a request, all costs shall be paid by the District. A certificate of the physician certifying the physical competency of the Superintendent shall be provided to the President of the Board.

#### **X. BACKGROUND INVESTIGATION**

In accordance with 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 names of crimes therein. If the criminal background investigation required by Illinois Law is not completed at the time this contract is signed, and the subsequent investigation report reveals that there has been such a conviction, this contract shall immediately become null and void.

#### **XI. SICK LEAVE**

The Superintendent shall be entitled to thirteen (13) days of sick leave for 2016 – 2017, and fourteen (14) days of sick leave each year thereafter. Earned sick leave shall be cumulative as otherwise provided by District policy.

#### **XII. PERSONAL LEAVE**

The Superintendent shall be entitled to three (3) personal leave days for 2016-2017, and four (4) personal leave days each year thereafter. Such leave shall be taken in accordance with District policy, and in accordance with requests taken by District certified staff. Personal leave not taken shall accumulate as sick leave.

#### **XIII. VACATION**

The Superintendent shall receive twenty (20) working days of vacation per contract year, exclusive of legal holidays and district designated vacation periods. A maximum of fifteen (15) days may be used consecutively. Each contract year, the Superintendent may (a) exchange a maximum of five (5) unused vacation days for payment at the Superintendent's then current per diem, (b) carryover up to an additional five (5) unused vacation days for payment and/or (c) a combination of (a) or (b).

#### **XIV. BEREAVEMENT DAYS**

The Superintendent shall be entitled to three (3) days of bereavement leave for each occurrence of death in his immediate family. The definition of immediate family shall be as defined in the collective bargaining agreement between the Board and certified employees of the school district. Unused bereavement leave shall not accumulate and shall be subject to such other provisions as may be contained in school district policies, rules and regulations.

#### **XV. MEMBERSHIP DUES**

The Superintendent shall submit the cost of annual membership dues in the Illinois Association of School Administrators for District payment. If the Superintendent desires membership in other professional organizations, the Superintendent will pay for all such expenses.

#### **XVI. RENEWAL CLAUSE**

Notice of intent not to renew this contract must be given by either party in writing no later than February 1st of the year in which the Agreement is to expire, and failure to give notice of intent not to renew shall automatically extend the contract for one (1) additional year. The parties may extend this agreement with or without modification of its terms for an additional multi – year term at the end of any contract year.

#### **XVII. TECHNICAL CLAUSES**

1. **Notice.** Any notice required to be given under this Agreement shall be deemed sufficient if it is in writing and sent by certified or registered mail to the address of record for the Superintendent or the President of the Board, as the case may be.
2. **Savings Clause.** If any portion of this Agreement is deemed illegal due to conflict with State or Federal law, the remainder of the Agreement shall remain in full force and effect.
3. **Applicable Law.** This Agreement 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.
4. **Headings and Numbers.** Paragraph numbers and headings have been inserted for convenience of reference only, and if there shall be any conflict between such headings or numbers and the text of this Agreement, the text shall control.

5. **Counterparts.** 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
6. **Advice of Counsel.** Both parties have had the opportunity to seek advice of counsel.
7. **Entire Agreement.** This Agreement contains all of the term 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 reduced in writing and duly authorized and signed by each of the parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in their respective names in the case of the District, by its Board of Education President.

Thomas Tuck 2/28/17

Superintendent

Date

Yates P. Hylan 2/28/17

President – Board of Education, St. Libory CSD #30

Date

ATTEST:

S. Schmidt 2-28-17

Secretary – Board of Education, St. Libory CSD #30

Date

**ATTACHMENT 1**  
**Compensation Package**

|                     |          |
|---------------------|----------|
| 2016 – 2017         | \$63,000 |
| TRS/THIS (estimate) | \$6,426  |
| Total               | \$69,426 |

|                     |          |
|---------------------|----------|
| 2017 – 2018         | \$64,250 |
| TRS/THIS (estimate) | \$6,554  |
| Total               | \$70,804 |

|                     |          |
|---------------------|----------|
| 2018 – 2019         | \$65,500 |
| TRS/THIS (estimate) | \$6,681  |
| Total               | \$72,181 |

|                     |          |
|---------------------|----------|
| 2019 – 2020         | \$66,750 |
| TRS/THIS (estimate) | \$6,810  |
| Total               | \$73,560 |