

PRINCIPAL'S EMPLOYMENT AGREEMENT

AGREEMENT made this ___ day of _____ 2023, between the **BOARD OF EDUCATION OF GARDNER-SOUTH WILMINGTON TOWNSHIP HIGH SCHOOL DISTRICT NO. 73**, GRUNDY AND KANKAKEE COUNTIES, ILLINOIS, hereinafter referred to as the "Board," and **BRIAN DAVIS**, hereinafter referred to as the "Principal."

WITNESSETH:

A. EMPLOYMENT AND COMPENSATION

1. The Board hereby employs the Principal for three years, commencing July 1, 2023, and terminating on June 30, 2026, with such responsibilities and duties in that connection as may be fixed by the Board in this Agreement and in its policies, rules and regulations, including but not limited to the job description attached to this Agreement.
2. Principal, in consideration of the terms and conditions in this Agreement, agrees to work for the District effective July 01, 2023.
3. In consideration of and in reliance upon Principal's agreement to retire effective June 30, 2023, the Board shall pay to the Principal an annual salary as specified herein during the term of this Agreement in equal installments in accordance with the rules of the Board governing payments of other administrative staff members in the District.

2023-2024:	\$90,000.00
2024-2025:	\$92,700.00
2025-2026:	\$95,481.00

4. In addition to the annual salary stated in paragraphs A.3 and A.4 of this Agreement, the Board shall make a contribution on behalf of the Principal to the State of Illinois Teachers' Retirement System in the amount equal to the Principal's statutory contribution to said Teachers' Retirement System applicable to the Principal's annual salary. In addition, the Board shall pay the Principal's required contribution to TRS for Teacher Retirees' Health Insurance (THIS). The Board's combined statutory contribution on behalf of the Principal to TRS and THIS shall be limited to a maximum of 12%. The Principal does not have any right or claim to said amount except as it may become available at the time of retirement or resignation from TRS. Both parties acknowledge that the Principal does not have the option of choosing to receive the contributed amounts directly, instead of having such contributions paid by the Board to TRS, and that such contributions are made as a condition of employment to secure the Principal's future services, knowledge and experience.

5. Any salary adjustment or modification made during the term of this Agreement shall be in the form of a written amendment and shall become a part of this Agreement, but such modification shall not be construed as a new Agreement with the Principal, nor as an extension of the termination date of this Agreement.
6. During the term of this Agreement, the principal shall hold a valid and properly registered license issued by the State of Illinois Educator's Licensure Board qualifying him to act as a Principal for the District.

B. DUTIES

1. The Principal shall supervise the operation of Gardner-South Wilmington District # 73 High School. The Principal shall also assume administrative responsibilities and instructional leadership, under the supervision and direction of the Superintendent and in accordance with the laws of the State of Illinois and the policies, rules and regulations of the Board, for the planning, operation and evaluation of the educational program of Gardner-South Wilmington District # 73 High School.
2. The Principal shall submit recommendations, as requested, to the Superintendent concerning the appointment, retention, promotion and assignment of certificated personnel at Gardner-South Wilmington District # 73 High School and shall keep such other registers and records and make such other reports as may be directed by the Superintendent and the Board or required, by law.
3. The Principal shall assign discipline to students guilty of gross disobedience or misconduct from school (and from the school bus) in accordance with the requirements of the Section 10-22.6 of *The School Code* and Board Policy.
4. The Principal agrees to devote his best efforts to the educational program of the District and shall not undertake or accept other employment or responsibilities that will conflict with his assigned duties (as described in the Job Description for the Principal).
5. The principal shall share in the supervision of the boys and girls athletic director role when the Athletic Director is coaching or out (absent, sick, etc.) as described in the Athletic Director job description.

C. BENEFITS

1. The Board will provide the Principal with the following Benefits:
 - a. The Principal shall elect in writing before July 1 of each contract year one of the following insurance options:
 - i. Board pays 100% of the Employee + Children group health insurance subject to the following:

1. Using the 2016-2017 premium as a baseline; the Board will pay the first 10% increase above the 2016-2017 premium cost.
2. Any increase in the premium cost greater than 10% over the 2016-2017 premium cost shall be the responsibility of the Principal, up to 20%.
3. Any amount over a 20% increase from the 2016-2017 baseline shall be divided equally between the Principal and the Board.
4. The 2016-2017 insurance premium cost for employee + children is \$12,818.04 (the 2016-2017 baseline).

OR

- ii. Cash payment equal to the value of the cost of the insurance paid as additional salary:
 1. The cash equivalent amount shall be determined based on the insurance premium cost to be paid by the Board in the specific contract year.
 2. Cash payment not to exceed \$12,000.
 3. The Principal shall be responsible for any and all required TRS contributions (TRS and THIS) in connection with any additional salary paid as a result of electing this cash payment in lieu of the insurance option.
 - b. Term life insurance in the amount of \$60,000.00 as provided under the program effective in the District; and
 - c. Liability insurance, as provided to the other administrators, and in accordance with Section 10-20.20 of *The School Code*.
2. The Principal shall be placed on a contract work-year to include the approved district calendar, ten (10) days before the first day of teacher attendance, and ten (10) days after the last day of teacher attendance. The Principal shall be entitled to all legal school holidays, Winter recess period, and Spring recess period as observed by the district.
 3. The Principal shall be granted sick leave, as defined in Section 24-6 of *The School Code*, of fourteen (14) working days per contract year. Accumulation of unused sick leave days shall be capped at 340 or the amount allowed for the certified teaching staff of the District, whichever is higher.
 4. The Principal shall be granted personal leave of three (3) working days per contract year. The Principal shall not be entitled to payment for any accrued but unused personal leave upon separation of employment from the District for any reason.
 5. The Principal shall be allocated \$40.00 per month towards the purchase of cell phone coverage to be used for District business. The Principal shall be required to submit requests for reimbursement of mileage and other pre-approved District business expenses, with receipts, to the Superintendent no later than thirty (30) days after the occurrence of the District Business Expense.

6. The Principal shall be reimbursed for participation in professional development courses or activities and also for dues and membership fees to professional organizations. All professional development courses or activities and/or memberships in professional organizations must be approved, in advance, by the Superintendent to qualify for reimbursement.

D. RECLASSIFICATION AND TERMINATION

1. If the Board elects to reclassify the Principal, reclassification shall be in accordance with the requirements of Section 10-23.8b of *The School Code*.
2. This employment Agreement may be terminated by:
 - a. Mutual agreement of the parties;
 - b. Permanent disability of the Principal;
 - c. Discharge of the Principal for cause;
 - d. Death of the Principal; or
 - e. Expiration of its term.
3. The Board may terminate this Agreement for reasons of permanent disability or incapacity at any time after the Principal has exhausted his accumulated sick leave and either has been absent from his employment for a continuous period of three (3) months or presents to the Board a physician's statement certifying that he is permanently disabled or incapacitated. All obligations of the Board shall cease upon notice of termination for permanent disability or incapacity, provided that the Principal shall be entitled to a hearing before the Board if he requests. The Board reserves the right to require the Principal to submit to a medical examination, either physical or mental, whenever the Board deems the Principal disabled. Such examination shall be performed by a physician licensed to practice medicine in all its branches, whom is selected and paid by the Board. The 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.
4. Discharge for cause shall be for any conduct, act, or failure to act by the Principal which is detrimental to the best interests of the District. Reasons for discharge for cause shall be given in writing to the Principal, who shall be entitled to notice and a hearing before the Board to discuss such causes. If the Principal chooses to be accompanied by legal counsel, he shall bear any costs therein involved. The Board hearing shall be conducted in executive session.

E. EVALUATION – PERFORMANCE GOALS AND OBJECTIVES

1. The Superintendent will annually review and assess the Principal's performance based upon performance criteria set forth in the Principal's evaluation plan in accordance with Section 5/24A-15 of *The School Code*. The Superintendent shall review and assess the Principal's performance on or before March 1 of every year of

this contract and said evaluation shall provide for the use of data and indicators on student growth as a significant factor in rating the Principal's performance.

2. The parties agree that the following Principal performance goals and indicators are established in accordance with Section 10-23.8a of the Illinois School Code [105 ILCS 5/10-23.8a]:
 - a. Evaluate student performance, which shall include but not be limited to, student performance on standardized tests, completion of the curriculum, attendance, discipline, and drop-out rates;
 - b. Review the curriculum and related instructional services;
 - c. Report to the Superintendent the Principal's findings as to goals a and b above;
 - d. Make recommendations, if any, for changes in the curriculum or instructional services based on the evaluation of student performance.
 - e. Evaluate teacher/certified staff performance and make recommendations to the Superintendent for retention, remediation, dismissal, and/or tenure of certified staff.

Said goals and indicators shall be among the criteria by which the Principal will be evaluated by the Superintendent. The Board/Superintendent and Principal agree that these performance goals may be supplemented or modified through the mutual collaboration of the parties, provided that any supplementation or modification must be completed by September 1 of each contract year.

F. NOTICE

All notices under this Agreement shall be deemed sufficient if given in writing and served upon the Principal and the President of the Board personally or by certified mail, return receipt requested, addressed to the party as set forth in this Agreement, or at such other address as may be hereinafter furnished by the Principal in writing.

G. CONFLICTING LAWS, REGULATIONS OR POLICIES

This Agreement is subject to *The School Code*, the regulations of the State Board of Education and the Superintendent of the Educational Service Region of Grundy and Kankakee Counties, and the policies of the Board.

H. ENTIRE AGREEMENT

This Agreement contains and constitutes the entire understanding and agreement of the parties respecting the Board's employment of the Principal and automatically terminates and supersedes all prior contracts and agreements. The parties acknowledge that there

are no other promises, covenants, or representations, whether written or oral, that are not set forth in this Agreement.