COMMUNITY UNIT SCHOOL DISTRICT NO. 16 ASSISTANT PRINCIPAL'S EMPLOYMENT CONTRACT 2025 - 2028 SCHOOL YEAR

Whereas, the Board of Education, New Berlin Community Unit School District No. 16, hereinafter referred to as "the Board" and Tyler Berola, hereinafter referred to as "Assistant Principal" do hereby agree to memorialize the terms and conditions for the employment of the Assistant Principal, pursuant to 105 IICS 5/10-23.8a, for three school years (2025 - 2028).

Now, therefore, on this 31st of July 2025, the Board and Assistant Principal,in consideration of the mutual promises contained herein, do hereby enter into this Employment Contract on the following terms and conditions as approved by the Board at a duly convened public meeting as prescribed by law.

- 1. <u>EMPLOYMENT:</u> Assistant Principal is hereby retained for an additional three (3) years commencing on August 1, 2025 and through the end of the 2027 28 school year terminating on June 30, 2028 (working 200 days a fiscal year), to serve as an Assistant Principal within Community Unit School District No. 16, Sangamon and Morgan Counties, Illinois.
- 2. <u>DUTIES:</u> The duties and responsibilities of the Assistant Principal shall be allthose duties incident to the office of Principal as set forth in Board policy and the job description of the Assistant Principal, those obligations set forth in the Illinois School Code, and, such other duties normally performed by an Assistant Principal, and as from time to time may be assigned by the Board. The Assistant Principal shall devote her full-time and attention to her duties as Assistant Principal. Her conduct shall always be reflective of the highest standards on integrity and good character.
- 3. PERFORMANCE GOALS: In accordance with 105 ILCS 5/10-23.8(a), the parties have established Performance Goals for the Assistant Principal for the term of this Contract, including indicators that will be used by the Board to measure the Assistant Principal's achievement of these Goals.
 - A. The Board, in consultation with the Superintendent, has the sole and exclusive right to set the final Performance Goals.
 - B. Final determination as to whether or not the Assistant Principal has met the Performance Goals of this Contract shall be within the sole and exclusive discretion of the Board.
 - C. The Performance Goals and indicators are set forth as Appendix A.

4. SALARY AND BENEFITS:

A. **SALARY.** In consideration of the Assistant Principal's services listed herein, the Board of Education will pay to his an annual salary of \$75,000.

In consideration of the salary listed herein, the Assistant Principal hereby agrees to devote such time, skill, labor, and attention to this employment during the term of this Agreement, and to perform faithfully the duties of an Assistant Principal for this District as set forth in this Agreement. The annual salary herein provided shall be paid in equal installments in accordance with the policy of the Board governing payment of salary to other certificated members of the professional staff. The Board retains the right to adjust the annual salary of Assistant Principal during the term of this Agreement, provided that any salary and benefit adjustment does not reduce the annual salary and benefits provided in the previous fiscal year. Any adjustment in salary made during the life of this Agreement shall be in the form of a written amendment executed by both parties and shall become a part of this Agreement. However, by so doing, it shall not be considered that the Board has entered into a new Agreement with Assistant Principal or that the termination date of this Agreement has been in any way extended.

- B. **PENSION SYSTEM.** In addition to the annual salary set forth above, the Board shall pay on behalf of the Assistant Principal to the Illinois Teachers' Retirement System and the Teachers' Health Insurance Security Fund the Assistant Principal's required contributions to said pension system. The Assistant 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 the State of Illinois Teachers' Retirement System. Both parties acknowledge that the Assistant Principal did not have the option of choosing to receive the contributed amounts directly, instead of having such contributions made as a condition of employment to secure the Assistant Principal's future services, knowledge, and experience.
- C. **INSURANCE.** The Board will provide the Assistant Principal with the following insurance benefits:
 - 1. Full single employee hospitalization and medical insurance as provided under any group program effective in the District during the term of this Agreement. In the event that any health reform legislation or other law shall prohibit or otherwise restrict the Board from providing the insurance benefit herein described, the Board retains the right to limit participation of the employee and her beneficiaries in the district Health Plans to the same terms and conditions provided to other certified employees. In such event, the monetary equivalent of the difference in premium cost for the employee's elected

coverage shall be paid to the employee as salary to the extent that any such additional payment does not result in a penalty or other cost to the Board from TRS. To the extent possible, the Board and employee will work together to avoid any TRS conversion issues.

- 2. Term Life Insurance policy totaling twenty-five thousand dollars and no cents (\$25,000.00).
- D. **VACATION.** The Principal shall receive six (6) workdays of vacation annually, exclusive of legal holidays and student vacation days scheduled during the school attendance year. Vacation days shall be taken subject to the approval of the Superintendent. Vacation days must be taken within twelve (12) months of the year in which it is earned and shall not be accumulated from year to year. Unused vacation days shall accumulate as sick days.
- **E. SICK LEAVE.** The Assistant Principal shall be granted sick leave, as defined in Section 24-6 of the Illinois School Code, of ten (10) working days per year and may accumulate to a maximum of three hundred forty (340) days and shall be subject to such other provisions as may be contained in the Illinois School Code, District policies, and rules and regulations.
- F. **PERSONAL LEAVE.** At the beginning of each fiscal year, Assistant Principal shall be granted three (3) personal leave days. All unused personal leave days may be converted to sick leave days, except when Assistant Principal has reached the maximum amount of days listed above.
- G. **OTHER BENEFITS.** The Assistant Principal shall be entitled to all the benefits normally given to other staff and employees in the District. This provision excludes the benefit of any medical insurance.
- 5. PROFESSIONAL ORGANIZATION: The Board encourages the Assistant Principal to participate in this professional organization in the interest of promoting a better understanding of his role in the District and its concerns. The Board will reimburse the Assistant Principal for dues and membership fees to an Association if said membership is approved by the Superintendent priorto participation.
- **6.** PROFESSIONAL ORGANIZATION MEETING ATTENDANCE: The Assistant Principal is expected to attend appropriate professional meetings at the local and state levels as authorized by the Superintendent. The Board will reimburse the Assistant Principal for all reasonable expenses incurred as a result of his attendance at these meetings.

- 7. EVALUATION: The Superintendent shall conduct annual evaluations of the Assistant Principal. The evaluation shall include a description of the Assistant Principal's duties and responsibilities and standards to which the Assistant Principal is to conform. The evaluation shall be in writing and shall consider the Assistant Principal's specific duties, responsibilities, management and competence as an Assistant Principal. A copy of the evaluation shall, upon completion, be delivered to the Assistant Principal and another copy placed in the Assistant Principal's personnel file. Nothing herein shall be construed to extend the contract terms beyond its agreed termination date.
- **8.** <u>CERTIFICATION:</u> Assistant Principal shall furnish to the Board evidence of her possession of a valid and appropriate certificate to act as Assistant Principal of Schools in accordance with the laws of the State of Illinois and asdirected by the Board and shall be able to pass the criminal background check as provided by law for certified school employees.
- 9. <u>WAIVER OF TENURE:</u> By accepting this Agreement, the Superintendent waives any right to acquire tenure in the District under Sections 24-11 through 24-16 of the Illinois School Code, as may be amended from time to time.
- 10. MEDICAL EXAMINATION: The Board of Education may direct the Assistant Principal, when job related and consistent with business necessity, to undergo a complete medical examination by a physician of the Board's choice. The reasonable costs of the medical examination shall be reimbursed by the Board. Any report of the medical examination shall be given directly and exclusively by the examining physician to Assistant Principal. The Assistant Principal shall cause the physician to provide the Board with a written certification. of Principal's continued fitness for duty, which shall remain confidential to the Board. If the physician determines Assistant Principal is not fit for duty, the Assistant Principal shall waive doctor-patient privilege and the Board shall have access to all medical reports and records relevant to Assistant Principal's condition. The Assistant Principal agrees to provide, upon reasonable request by the Board, a medical release to obtain medical information relevant to the Assistant Principal's condition from other medical providers.
- 11. DISCHARGE FOR CAUSE DURING TERM OF AGREEMENT: Throughout the term of this Agreement, Assistant Principal shall be subject to discharge for just cause. The Board shall not arbitrarily or capriciously call for dismissal of the Assistant Principal, and the Assistant Principal shall have the right to service written charges, notice of hearing, and a closed hearing before the Board. If the Assistant Principal chooses to be accompanied by counsel at such hearing, all such personal expenses shall be paid by the Assistant Principal. The Parties agree that just cause is defined for the purposes of this Contract as the Assistant Principal's breach of any express condition of this Contract and/or: 1) any action by the Assistant Principal that causes substantial prejudice to or is harmful to the best interests of this school district; 2) actionsor conduct that constitutes moral turpitude; and 3) conviction of a felony. The Parties agree that the decision of the Board on dismissal for cause shall be final.

This employment contract may be terminated for the following additional reasons:

- A. Mutual agreement of the parties;
- B. Retirement of the Assistant Principal;

Extended or excessive absence as defined herein. In the event the Assistant Principal is unable to perform his/her duties and obligations under this agreement by reason of illness, accident, or other cause beyond control of the Assistant Principal, and such inability exists for a period of not more than 90 days after the exhaustion of accumulated sick *leave* days and vacation days in any school year, the Board, in its discretion, may make a proportionate deduction from the salary stipulation. If such inability exists for a period of more than 90 days after the exhaustion of accumulated sick *leave* days and vacation days in any school year, the Board may, in its discretion, terminate this agreement, whereupon the respective duties, rights and obligations of the parties shall terminate, provided prior to termination, the Assistant Principal shall be entitled to a hearing before the Board if he so requests.

- C. Death of Assistant Principal.
- **12. <u>TERMINATION BY AGREEMENT:</u>** During the term of this Agreement, the Board and Assistant Principal may mutually agree, in writing, to terminate this Agreement.
- 13. <u>NOTICE OF NON-RENEWAL:</u> Unless notice of intent not to renew this contract shall be given in writing by the Board not later than <u>April 1st</u> of the final contract year, this Agreement shall renew in accordance with its terms for one additional year.
- **14. <u>NOTICE:</u>** Any notice or communication permitted or required under this Agreement shall be in writing and shall become effective on the day of mailing hereof by registered or certified mail, addressed:

If to the Board, to:

President, Board of Education Community Unit School District #16 600 N. Cedar New Berlin, II 62670

If to the Assistant Principal, to:

Address is on File in the District Office

15. **GOVERNING LAW:** This Agreement has been executed in Illinois, and shall be governed in accordance with the laws of the State of Illinois in every respect.

- **16. MULTIPLE PARTS:** 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.
- 17. <u>COMPLETE AGREEMENT:</u> 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.
- **18. <u>SEVERABILITY</u>**: If any provision of this Agreement is deemed void or unenforceable, the remainder of this Agreement shall not be affected.

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

| Tyler Be | rola |
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| Ву: | Assistant Principal |
| Commur | nity Unit School District No. 16 Board of Education |
| Ву: | President, Board of Education |
| Attest | |
| | Secretary, Board of Education |