

**COMMUNITY UNIT SCHOOL DISTRICT NO. 16
JUNIOR HIGH SCHOOL PRINCIPAL'S EMPLOYMENT
CONTRACT 2023-2026 SCHOOL YEAR**

Whereas, the Board of Education, New Berlin Community Unit School District No. 16, hereinafter referred to as " the Board " and Brandon Radford, hereinafter referred to as "Principal" do hereby agree to memorialize the terms and conditions for the employment of the Principal, pursuant to 105 ICS 5/10-23.8a, for a three-year period.

Now, therefore, on this 5th day of June, 2023, the Board and 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.

- A. **EMPLOYMENT:** Principal is hereby retained for a three year (3) year period commencing on July 1, 2023, and terminating on June 30, 2026 (working 220 days a fiscal year), to serve as a Principal within Community Unit School District No. 16, Sangamon and Morgan Counties, Illinois. The Principal understands that this is a multi-year performance based employment contract pursuant to 105 IILCS 5/10-23.8a and by agreeing to the terms of this contract the Principal waives any and all rights to tenure in New Berlin CUSD # 16.
- B. **DUTIES:** The duties and responsibilities of the Principal shall be all those duties incident to the office of Principal as set forth in Board policy and the job description of the Principal, those obligations set forth in the Illinois School Code, and, such other duties normally performed by a Principal, and as from time to time may be assigned by the Board. The Principal shall devote his full-time and attention to his duties as Principal. His conduct shall always be reflective of the highest standards on integrity and good character.
- C. **PERFORMANCE GOALS:** In accordance with 105 ILCS 5/10-23.8(a), the parties have established Performance Goals for the Principal for the term of this Contract, including indicators that will be used by the Board to measure the Principal's achievement of these Goals.
1. The Board, in consultation with the Superintendent, has the sole and exclusive right to set the final Performance Goals.
 2. Final determination as to whether or not the Principal has met the Performance Goals of this contract shall be within the sole and exclusive discretion of the Board.
 3. The Performance Goals and indicators are set forth as Appendix A.

D. SALARY AND BENEFITS:

1. **SALARY.** In consideration of the Principal's services listed herein, the Board of Education will pay to him an annual salary of \$83,000 Dollars beginning the 2023-2024 fiscal year (July 1 to June 30). In consideration of the salary listed herein, the 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 a 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 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 Principal or that the termination date of this Agreement has been in any way extended.

2. **PENSION SYSTEM.** In addition to the annual salary set forth above, the Board shall pay on behalf of the Principal to the Illinois Teachers' Retirement System and the Teachers' Health Insurance Security Fund the Principal's required contributions to said pension system. 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 the State of Illinois Teachers' Retirement System. Both parties acknowledge that the 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 Principal's future services, knowledge, and experience.

3. **INSURANCE.** The Board will provide the Principal with the following insurance benefits:
 - a. 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 his 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.

b. Term Life Insurance policy totaling Twenty-five Thousand Dollars and No Cents (\$25,000.00).

4. **VACATION.** The Principal shall receive eleven (11) 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.

5. **SICK LEAVE.** The Principal shall be granted sick leave, as defined in Section 24-6 of the Illinois School Code, of eleven (11) 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.

6. **PERSONAL LEAVE.** At the beginning of each fiscal year, Principal shall be granted Three (3) personal leave days. All unused personal leave days may be converted to sick leave days, except when Principal has reached the maximum amount of days listed above.

7. **OTHER BENEFITS.** The Principal shall be entitled to all the benefits normally given to other staff and employees in the District.

a. **PROFESSIONAL ORGANIZATION.** The Board encourages the 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 Principal for dues and membership fees to an Association if said membership is approved by the Superintendent prior to participation.

b. **PROFESSIONAL ORGANIZATION MEETING ATTENDANCE.** The Principal is expected to attend appropriate professional meetings at the local and state levels as authorized by the Superintendent. The Board will reimburse the Principal for all reasonable expenses incurred as a result of his attendance at these meetings.

E. **EVALUATION.** The Superintendent shall conduct annual evaluations of the Principal. The evaluation shall include a description of the Principal's duties and responsibilities and standards to which the Principal is to conform. The evaluation shall be in writing and shall consider the Principal's specific duties, responsibilities, management, and competence as a Principal. A copy of the evaluation shall, upon completion, be delivered to the Principal and another copy placed in the Principal's personnel file. Nothing herein shall be construed to extend the contract terms beyond its agreed termination date.

F. **CERTIFICATION.** Principal shall furnish to the Board evidence of his possession of a valid and appropriate certificate to act as Principal of Schools

in accordance with the laws of the State of Illinois and as directed by the Board and shall be able to pass the criminal background check as provided by law for certified school employees.

- G. **MEDICAL EXAMINATION.** The Board of Education may direct the 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 Principal. The 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 Principal is not fit for duty, the Principal shall waive doctor-patient privilege and the Board shall have access to all medical reports and records relevant to Principal's condition. The Principal agrees to provide, upon reasonable request by the Board, a medical release to obtain medical information relevant to the Principal's condition from other medical providers.
- H. **DISCHARGE FOR CAUSE DURING TERM OF AGREEMENT.** Throughout the term of this Agreement, Principal shall be subject to discharge for just cause. The Board shall not arbitrarily or capriciously call for dismissal of the Principal and the Principal shall have the right to service written charges, notice of hearing, and a closed hearing before the Board. If Principal chooses to be accompanied by counsel at such hearing, all such personal expenses shall be paid by Principal. The Parties agree that just cause is defined for the purposes of this Contract as the Principal's breach of any express condition of this Contract and/or: 1) any action by the Principal that causes substantial prejudice to or is harmful to the best interests of this school district; 2) actions or conduct that constitutes moral turpitude; and 3) conviction of a felony, as permitted by law. 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:

1. Mutual agreement of the parties;
2. Retirement of the Principal;

Extended or excessive absence as defined herein. In the event the 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 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 Principal shall be entitled to a hearing before the Board if she so requests.

3. Death of Principal.

- I. **TERMINATION BY AGREEMENT.** During the term of this Agreement, the Board and District Principal may mutually agree, in writing, to terminate this Agreement.
- J. **NOTICE OF NON-RENEWAL.** Unless notice of intent not to renew this contract shall be given in writing by the Board not later than April 1st of the final contract year, this Agreement shall renew in accordance with its terms for one additional year.
- K. **NOTICE.** 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, IL 62670

If to the Principal, to:

Address is on File in the District Office

- L. **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.
- M. **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.
- N. **COMPLETE AGREEMENT.** 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.
- O. **SEVERABILITY.** 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.

Community Unit School District No. 16
Board of Education

By: _____
Junior High Principal

By: _____
President, Board of Education

Attest:

Secretary, Board of Education