

## PRINCIPAL'S CONTRACT

This agreement made this \_\_\_\_\_ day of \_\_\_\_\_ by and between the Board of Education, Pana School District No. 8, Pana, Illinois ("the Board"), and \_\_\_\_\_ ("Principal"), ratified by a resolution adopted at the regular meeting of the Board held on \_\_\_\_\_ and as found in the minutes of that meeting.

It is agreed:

**Employment.** \_\_\_\_\_ is hereby hired as principal of \_\_\_\_\_ school in Pana CUSD NO. 8, Pana and Christian County, Illinois, and is retained from **July 1, 2016** to **June 30, 2017**.

**Work Year.** The work year of Principal shall be \_\_\_\_\_ per year including sick leave and vacation days but not including holidays during the months \_\_\_\_\_ to \_\_\_\_\_ in each calendar year of this Agreement.

**Duties.** The duties and responsibilities of a Principal in and for this District shall be all those duties incident to the office of Principal as set forth in the job description, a copy of which is attached to this Agreement as Exhibit A, and those obligations imposed by the law of the State of Illinois upon Principals. Duties and responsibilities may be revised and assigned from time to time by the Superintendent of Schools and/or Board. Such revisions shall become part of this Agreement and shall not be deemed in and of themselves separate Agreements.

**Salary.** In consideration of a salary of \_\_\_\_\_ per annum, Principal hereby agrees to devote such time, skill, labor and attention to his/her employment during the term of this Agreement, except as otherwise provided in this Agreement, and to perform faithfully the duties of Principal for this District as set forth in this Agreement. The Board retains the right to adjust the annual salary of the Principal during the term of this Agreement, provided that any salary adjustment does not reduce the annual salary below the figure stated in this Agreement. Any adjustment in salary made during the life of this Agreement shall be in the form of a written amendment and shall become a part of this Agreement. It is provided, however, that by so doing, it shall not be considered that the Board has entered into a new Agreement with Principal nor that the termination date of this Agreement has been in any way extended.

**Pension.** In addition to the annual salary stated in paragraph 4 of this contract, the Board will contribute on behalf of the Principal to the Illinois Teachers' Retirement System an amount equivalent to 9.4% of the Principal's required contribution to said Teachers' Retirement System. The Board shall pick up and remit on behalf of the Principal the Principal's total contribution to the Teachers' Retirement System, including contributions to the Teachers' Health Insurance Security (THIS) fund, in the form of an employer paid pension contribution pursuant to 40 ILCS 5/16-152, *et. Seq.* Both parties acknowledge that the Principal did not have the option of choosing to receive the contributed amount directly instead of having such contributions paid directly by the Board to the Teachers' Retirement System. The purpose of such direct contribution is to shelter said amount from federal income taxes pursuant to Internal Revenue Service regulations.

**Pay Dates.** Principal's annual salary shall be paid in equal installments in accordance with the policies, rules and regulations of the Board governing payment of salary to other certificated members of the professional staff.

**Evaluation.** Principal shall be evaluated by the Superintendent of Schools annually, but no later than February 15<sup>th</sup> of each year. In such evaluation, the Superintendent of Schools shall review with Principal, Principal's job performance based on adherence to the job description, progress toward performance-based goals and working relationships among Principal, Superintendent, the Board, the faculty, the staff and the community and shall consider Principal's annual salary for the next subsequent year of the contract.

**Certificate.** Principal shall furnish to the Board during the term of this Agreement, a valid and appropriate certificate to act as Principal in accordance with the laws of the State of Illinois and as directed by the Board.

**Other Work.** With the prior approval of the Board or its designee, Principal may undertake consultative work, speaking engagements, writing, lecturing or other professional duties and obligations, and may accept compensation for such work.

**Other Benefits.** Unless specifically excluded by the terms of this Agreement, the Principal shall be provided no less than the same benefits given to other certified employees.

**Tenure.** The Principal shall acquire and retain all rights under Sections 24-11 through 24-16 of the Illinois School Code once employed. (Or, if a multi-year contract: The Principal shall not lose any contractual continued service credit previously acquired in the District before the signing of this multi-year Agreement.)

**Professional Activities.** Principal shall be encouraged to attend appropriate professional meetings at the local, state and national levels. Within budget constraints and after presentation of vouchered expenses, such costs of attendance shall be paid by the Board pursuant to its policies, rules and regulations.

**Mileage.** The Board shall pay the IRS Standard Mileage Rate per mile to Principal for vouchered reimbursable mileage expenses incurred by Principal while using Principal's personal vehicle for the conduct of approved school district business. Reimbursement shall be pursuant to the school district's policies, rules and regulations.

**Membership Dues.** The Board shall pay the cost of Principal's annual membership dues in the following organizations: Illinois Principal's Association.

**Termination or Reclassification at End of Contract Term.** The termination and/or reclassification of Principal at the end of the term of this Contract shall be as provided by law.

**Principal's Function.** Principal is and shall be throughout the term the chief operations officer of the building and grades where assigned. He/she shall be in charge of all administrative, educational and staffing matters pertaining to such school under the direction and control of the superintendent. His/Her principal function shall be to improve the quality of instruction.

**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  
Pana Community Unit School District No. 8  
P.O. Box 377  
Pana, IL 62557

If to Principal, to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Applicable 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.

**Paragraph Headings.** Paragraph headings have been inserted for convenience and reference only, and if there shall be any conflict between any such headings and the text of this Agreement, the text shall control.

**Duplicate Original Agreements.** This Agreement may be executed in one or more counter-parts, each of which shall be considered an original, and all of which taken together shall be considered one and the same instrument.

**Superiority of 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, arrangements and communications between the parties concerning such subject matter whether oral or written.

**Ethical Considerations.** Principal agrees that he/she is a highly visible representative of District at all times during the term of the agreement. He serves as a role-model and representative of the purposes and goals of public education, ethical conduct, and good citizenship to community members, school students and employees. Principal's ability to serve as an educational, community and employment leader would be seriously undermined if Principal's actions were intentionally inconsistent with the stated curriculum of the District or policies of the Board of Education. As such, it shall be a material breach of this agreement for Principal to commit or perform, at any time during the term of this agreement, any intentional act of dishonesty toward the Board of Education or other governmental body regarding his/her position as Principal, or any intentional act of theft, child abuse, illegal discrimination, including racial, religious, and sex discrimination, including sexual harassment, unjustifiable violence, felony or serious misdemeanor of any kind. However, this provision shall not apply to any act or omission to act directed or required by the Board or Board policy, nor shall it apply to Principal's use of legally available products, except to the extent prohibited or regulated by law.

**Discharge for Cause.** Throughout the term of this Agreement, Principal shall be subject to discharge for just cause, provided, however, the Board shall not arbitrarily or capriciously call for dismissal and Principal shall have the right to

service of written charges, notice of hearing and a hearing before the Board. If Principal chooses to be accompanied by counsel at such hearing, all such personal expenses shall be paid by Principal. Failure to comply with the terms and conditions of this Agreement shall also be sufficient cause for purposes of discharge as provided in this Agreement.

**Termination by Agreement.** During the term of this Agreement, the Board and Principal may mutually agree, in writing, to terminate this Agreement

**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.

\_\_\_\_\_  
Principal

Board of Education  
Pana CUSD NO. 8 Pana, Illinois

\_\_\_\_\_  
President, Board of Education

ATTEST:

\_\_\_\_\_  
Secretary, Board of Education