

PRINCIPAL'S EMPLOYMENT CONTRACT

(2010-2011)

AGREEMENT made this 21st day of June 2010, between the BOARD of EDUCATION of MILLBURN C. C. SCHOOL DISTRICT 24, LAKE COUNTY, ILLINOIS, hereinafter referred to as the "Board," and **JASON LIND**, hereinafter referred to as the "Principal."

A. EMPLOYMENT and COMPENSATION

1. The Board hereby employs the Principal for one (1) year, commencing on July 1, 2010, and terminating on June 30, 2011. The salary for the period of July 1, 2010 through June 30, 2011 shall be Ninety Five Thousand Six Hundred Thirteen (\$95,613). The salary shall be payable in equal installments in accordance with the rules of the Board governing payments of other administrative staff members in the District. The Principal hereby accepts employment upon the terms and conditions hereinafter set forth.
2. In addition to the annual salary stated in paragraph A.1 of this contract, the Board shall pay on behalf of the Principal to the State of Illinois Teachers' Retirement System, 8% of the required contributions to said pension system. The Principal 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 Principal 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 further acknowledge that such contributions are made as a condition of employment to secure the Principal's future services, knowledge and experience,
3. Any salary or other adjustment or modification made during the life this contract shall be in the form of a written amendment and shall become a part of this contract, but such adjustment or modification shall not be construed as a new contract with the Principal, nor as an extension of the termination date of this contract.
4. During the term of this contract, the Principal shall hold a valid and properly registered certificate issued by the State of Illinois Teachers' Certification Board qualifying him to act as a Principal in the School District.
5. The Principal shall submit, at Board expense, to a physical or mental examination by a physician licensed in Illinois to practice medicine and surgery in all its branches whenever the Board deems such examination necessary and in accordance with applicable law. As a condition of employment, the Principal also agrees to comply with all health requirements established by law.
6. The Principal acknowledges that, pursuant to *The School Code* and by accepting the terms of a multi-year contract, he waives all rights to tenure in the School District only for the term of the multi-year contract and any multi-year extensions thereof; however the Principal shall not lose any previously acquired tenure credit with the District.

B. BENEFITS

1. The Board will provide the Principal with Fifty Dollars (\$50) monthly in lieu of in-district transportation. Substantiation of all expenses incurred pursuant to this provision shall be made by the Principal in accordance with the regulations of the *Internal Revenue Code*, as amended.
2. The Board will provide the Principal with the following benefits:
 - a. Full-family hospitalization/medical insurance, dental insurance as provided under any group program effective in the District;

- b. Disability insurance coverage as provided under any group program effective in the District;
 - c. Liability insurance, as provided to other administrators; and
 - d. Term life insurance, in the amount of Ninety Thousand Dollars (\$90,000).
3. The Principal shall be entitled to a paid vacation of twenty (20) working days in each contract year, provided, however, that any vacation time in excess of three (3) school days shall be mutually agreed upon by the Superintendent and the Principal. The Principal shall also be entitled to all legal school holidays, the week between Christmas and New Year's Day, and the day after Thanksgiving.
4. The Principal shall be granted sick leave, as defined in Section 24-6 of *The School Code*, of thirteen (13) working days per year, which may be accumulated to a maximum of three hundred forty (340) days.
5. The Principal shall be entitled to two (2) personal leave days in each contract year for the transaction of personal business that cannot be performed on a non-school day. Unused personal leave days shall accumulate along with unused sick leave to a maximum of three hundred forty (340) days.
6. From the annual salary stated in paragraph A.1 of this contract, the Principal may (1) annually defer compensation pursuant to and in accordance with the terms of an eligible state deferred compensation plan as described in Section 457 of the *Internal Revenue Code* if adopted by the Board, or (2) authorize a salary reduction in order that the Board may purchase an annuity policy for the Principal as described in Section 403(b) of the *Internal Revenue Code*, provided that the Principal confirms that any such deferrals or reductions for purchase of annuities are within *Internal Revenue Code* limitations.
7. The Principal shall be allowed such other privileges, leaves, and fringe benefits as are commonly extended to other certified school district personnel.

C. POWERS, DUTIES, and GOALS

1. The Principal shall supervise the operation of attendance centers as the Board shall determine necessary and shall have as his primary responsibility the improvement of instruction. 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 his assigned attendance area.
2. The Principal shall submit recommendations, as requested, to the Superintendent concerning the appointment, retention, promotion and assignment of all personnel assigned to his attendance center and shall keep such other registers, records and reports as may be directed by the Superintendent and the Board or required by law.
3. The Principal shall suspend students guilty of gross disobedience or misconduct from school and from the school bus in accordance with the requirements of Section 10-22.6 of *The School Code* and Board policy.
4. The Principal shall devote his time, attention, and energy to the business of the School District and related professional activities. With the permission of the Board, the Principal may attend university courses, seminars, or other professional growth activities; serve as a consultant to another district or educational agency for a short-term duration without loss of salary; lecture; and engage in writing activities and speaking engagements. The Principal may not jeopardize the functioning of the School District by any lengthy and conspicuous absence for such professional activities.

5. The Principal shall be responsible for, and deemed to have knowledge of, all of the policies, rules and regulations established by the Board and shall comply with their requirements.
6. In accordance with the requirements of the *School Code*, the parties agree that the following goals for the Principal have been established with respect to student performance and academic improvement, including the indicators listed beneath the goals that shall be used by the Superintendent to measure the Principal's performance.

Goal 1 – To enhance individual student performance as measured by the following indicators:

- a. Northwest Evaluation Association's Measurement of Academic Progress (MAP) testing program
- b. Illinois Standards Assessment Test

Goal 2 – To support the academic improvement of the School, as measured by the following indicators:

- a. Criteria and mandates as established under the federal No Child Left Behind legislation

The Superintendent shall determine whether the Principal has met the goals above using the criteria described in the goals themselves, as well as the Superintendent's own reasonable judgment as to whether the Principal has exhibited the leadership, guidance and effort needed to achieve the goals. The Superintendent shall make this determination after an evaluation of the Principal and shall issue its determination in writing and present it to the Principal as part of the evaluation process.

D. REAPPOINTMENT

1. At the end of this contract, the Board and Principal may mutually agree to extend the employment of the Principal for a three (3) year period. In such event, the Board shall take specific action to enter into a new contract of employment with the Principal.
2. In the event the Board determines not to extend the employment of the Principal, this contract shall expire on June 30, 2010. The Principal shall receive notice of intent not to renew his employment in accordance with the requirements of *The School Code*.
3. At the end of any year of this contract, the Board and Principal may mutually agree to extend the employment of the Principal for a multi-year period, provided that the performance goals and indicators set forth in paragraph C.6 of this contract have been met.

E. TERMINATION

1. This employment contract may be terminate during its term by:
 - a. Mutual agreement;
 - b. Permanent disability (inability to perform essential job functions with or without reasonable accommodation);
 - c. Discharge for cause; or
 - d. Death.
2. Discharge for cause during the term of this contract shall be for any conduct, act, or failure to act by the Principal, which is detrimental to the best interests of the School 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.

F. **NOTICE**

Any notice required to be given under this contract shall be deemed sufficient if it is in writing and sent by mail to the last known residence of the Principal or the President of the Board

IN WITNESS WHEREOF, the parties have executed this Agreement this 21st day of June 2010.

PRINCIPAL

**BOARD of EDUCATION
MILLBURN C. C. SCHOOL DISTRICT 24
LAKE COUNTY, ILLINOIS**

By: _____

President

ATTEST:

Secretary