PRINCIPAL EMPLOYMENT CONTRACT

THIS CONTRACT made this 11th day of April, 2023, by and between the Board of Education of Sesser-Valier Community Unit School District No. 196 (hereinafter referred to as "the Board"), and Natalie M. Page (hereinafter referred to as "the Principal"), pursuant to a motion of the Board at a meeting of the Board held on April 11, 2023, as found in the minutes of that meeting.

WITNESSETH:

For and in consideration of the mutual promises hereinafter contained, it is covenanted and agreed by and between the parties as follows:

- 1. **TERM.** The Board hereby employs Natalie M. Page as a principal in and for Sesser-Valier Community Unit School District No. 196 for a period of five (5) years, commencing July 1, 2023, and ending June 30, 2028.
- 2. **WORK YEAR**. The work year of the Principal shall be two hundred twenty (220) days, including sick leave and personal leave days and all teacher attendance days and including twenty (20) days before and twenty (20) days after teacher attendance days. The Superintendent, in consultation with and with the advice of the Principal, shall establish an annual Principal work year calendar consistent with the foregoing. It is, however, understood by the parties that even after the establishment of the calendar, the Principal's work year, work week or work day may be altered by the Superintendent from time to time as needs arise.
- 3. **DUTIES.** The duties and responsibilities of the Principal shall be all those duties incident to the office of the Principal as promulgated by the Board and all duties and responsibilities imposed by the laws of the State of Illinois upon the Principal; and in addition, the Principal shall perform such other duties as from time to time may be assigned to the Principal by the Superintendent and/or the Board.
- 4. **SALARY.** In consideration of the performance of the duties of the Principal, the Board shall pay to the Principal as base annual salary, the total sum of Eighty-two Thousand and 00/100 Dollars (\$82,000.00) for the 2023-2024 contract year, which amount shall be payable in substantially equal installments in accordance with the payroll procedures of the District. For the period extending from July 1, 2024, to June 30, 2025, the Board shall pay to the Principal as base annual salary the total sum of Eighty-four Thousand Four Hundred and 00/100 Dollars (\$84,400.00). For the periods extending from July 1, 2025, to June 30, 2026; July 1, 2026, to June 30, 2027; and July 1, 2027, to June 30, 2028; the Principal shall be paid such annual salary as may be agreed to by the Board and the Principal, pursuant to provisions described herein below, but in no case less than the salary negotiated for the preceding contract year.
- 5. **SALARY ADJUSTMENTS.** The Board retains the right to adjust the annual salary of Principal during the term of this Contract, provided any salary adjustment does not reduce the annual salary below the figure paid in the previous fiscal year. Any adjustment in salary made during the life of this Contract shall be in the form of a written amendment and shall become a part of this Contract. It is provided, however, that by so doing, it shall not be considered that the

Board has entered into a new Contract with the Principal nor that the termination date of this Contract has been in any way extended.

- 6. **PENSION**. The Board shall pay on behalf of the Principal in addition to the salary listed above the required contribution (9.8901% of the salary listed in paragraph 4 above and 9.8901% of any amount subject to pension contribution in paragraph 19 below unless otherwise excluded as outlined herein) to the Teachers Retirement System of the State of Illinois in the form of an employer paid pension contribution pursuant to 40 ILCS 5/16-152 *et seq.*, the intent of which shall be to shelter the contribution from federal income taxation pursuant to Section 414(h)(2) of the Internal Revenue Code and tax rulings 81-35 and 81-36.
- 7. **PERFORMANCE PROVISIONS.** This Contract is a performance-based Contract linked to student performance and academic improvement of the schools within the District. The Principal shall strive to meet the goals during the term of this Contract. The parties agree the goals and indicators are linked to student performance and academic improvement of the schools within the District. Annually, the Principal, with the assistance of his/her administrative team, shall (1) evaluate student performance, which shall include but not be limited to, student performance on standardized tests, such as performance based on state-mandated student assessment(s), successful completion of the curriculum, attendance, and drop-out rates; (2) review the curriculum and instructional services; and (3) report to the Superintendent and the Board on his/her findings as to (a) student performance and (b) recommendations, if any, for curriculum or instructional changes as a result of his/her evaluation of student performance. The presentation of the report shall constitute the achievement of the goals and indicators of student performance and academic improvement as required by Section 10-23.8 of the Illinois School Code.
- 8. ACADEMIC IMPROVEMENT AND STUDENT PERFORMANCE GOALS. That in the initial year of this Contract, the Principal shall develop specific goals designed to enhance District-wide student performance and academic achievement as well as the indicators to measure same. The goals and indicators will be submitted to the Superintendent not later than April 1, 2024, for discussion and approval. Once the goals and indicators are approved by the Superintendent, the goals and their respective indicators will be implemented and measured, pursuant to a schedule mutually agreed upon by the Superintendent and the Principal, over the remaining term of the Contract. The goals, indicators and schedule of implementation and measurement shall be reduced to writing and become an amendment to this Contract on or before July 1, 2024. The failure of the parties to reach agreement on goals and indicators pursuant hereto or the failure to attach them as an amendment pursuant to the above shall be deemed material to the formation of this Contract. The parties recognize that a multi-year Contract cannot be executed as a matter of law (105 ILCS 5/10-23.8) unless the Contract contains performance goals and objectives.
- 9. **EVALUATION.** Annually, but not later than March 1 of each calendar year, the Board and/or the Superintendent shall review with the Principal his/her progress toward established goals and working relationships among the Principal, the Board, the Superintendent, the faculty, the staff and the community, and shall consider the Principal's salary for the subsequent year of the Contract.
- 10. **SUCCESSOR CONTRACT.** At the time of the final annual evaluation and assessment under this Contract, the Board and the Principal shall engage in discussions from which the parties may mutually agree to enter into a successor employment Contract with the Principal

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for a multi-year period not to exceed five (5) years. If the Board determines not to offer a new Contract, the Board shall notify the Principal in writing so that the Principal receives the notice no later than April 1, 2028. In the event that a new Contract is offered, the Board and the Principal shall establish additional goals assigned to enhance school-wide student performance and academic achievement as well as the indicators to measure same. Nothing in this paragraph shall prohibit the parties from mutually agreeing to a new Contract prior to April 1, 2028, if existing goals are met.

- 11. **CRIMINAL RECORDS CHECK.** Pursuant to 105 ILCS 5/10-21.9, the Board is prohibited from knowingly employing a person who has been convicted of committing or attempting to commit the named crimes therein. If the fingerprint based criminal records check required by Illinois law is not completed at the time this Contract is signed, and the subsequent investigation report reveals there has been such a conviction, this Contract shall immediately become null and void.
- 12. **EMPLOYMENT HISTORY REVIEW.** Pursuant to 105 ILCS 5/22-94, the Principal shall submit to employee history review, and shall execute and deliver to the Board of Education all necessary consent and forms necessary to accomplish such task. If the Principal fails to disclose necessary information, fails to complete and deliver appropriate forms upon demand, or if a subsequent employment history review reveals there has been a report or investigation that did not result in an unfounded or fabricated result, this Contract shall immediately become null and void.
- 13. **LICENSURE.** The Principal shall furnish the Board, during the life of this Contract, a valid and appropriate license to perform duties as the Principal in accordance with the laws of the State of Illinois and as directed by the Board. The Principal shall, on or before October 1, 2015, and shall maintain, through the life of this contract, qualification (shall have completed current evaluation training and prequalification) to evaluate teachers as required by 105 ILCS 5/24A-3. Such qualification shall be a material element of the contract and failure to achieve or maintain such qualification shall be deemed breach of contract.
- 14. **DISCHARGE FOR CAUSE.** Throughout the term of this Contract, the Principal shall be subject to discharge for just cause provided, however, the Board shall not arbitrarily or capriciously call for dismissal and the Principal shall have the right to service of written charges, notice of hearing and a hearing before the Board. If the Principal chooses to be accompanied by counsel at such hearing, all such personal expenses shall be paid by the Principal. Failure to comply with the terms and conditions of this Contract shall also be sufficient cause for purposes of discharge as provided in this Contract.
- 15. **DISABILITY.** Should the Principal be unable to perform the duties and obligations of this Contract, by reason of illness, accident or other cause beyond the Principal's control and such disability exists after the exhaustion of accumulated leave days during any school year, the Board, in its discretion, may make a proportionate deduction from the salary stipulated. If such disability continues for ninety (90) work days after the exhaustion of accumulated leave days during any school year, or if such disability is permanent, irreparable or of such nature as to make the performance of the Principal's duties impossible, the Board, at its option, may terminate this Contract, whereupon the respective duties, rights and obligations of the parties shall terminate.

- 16. **TERMINATION BY CONTRACT.** During the term of this Contract, the Board and the Principal may mutually agree, in writing, to terminate this Contract.
- 17. **REFERRALS TO PRINCIPAL.** The Board, its individual members collectively and individually, and the Superintendent shall refer promptly all criticisms, complaints and suggestions called to their attention to the Principal for study and recommendation.
- 18. **SICK LEAVE.** The Principal shall be entitled to twelve (12) days of sick leave annually. Earned sick leave shall accumulate to an unlimited number of days. Earned sick leave shall be subject to such other provisions as may be contained in school district policies, rules and regulations.
- 19. **PERSONAL LEAVE.** The Principal shall receive three (3) work days of personal leave annually on each July 1st to be used during the months of his/her employment and which shall be exclusive of legal holidays. If these days are not used, they will accumulate up to a maximum of five (5) days at any one time. Any personal leave days not used shall be added to accumulated sick days.
- 20. **HEALTH INSURANCE.** The Board shall provide hospitalization and major medical insurance for the Principal during the term of this Contract in accordance with the basic insurance coverage provided to certificated members of the professional staff and their families at the same cost established for certificated members of the professional staff. Pursuant to a District flexible benefit plan extended to all currently-employed, certificated members of the District's administrative staff on July 1, 2007, the Principal shall have the option of choosing a cash payment equal to the health insurance allotment provided to certificated members of the professional staff (\$1070 per month for the 2023-2024 school year) in lieu of choosing hospitalization and major medical insurance coverage. The Board shall pay on behalf of the Principal, in addition to the health insurance/cash option above, the required contribution to the Teachers' Retirement System of the State of Illinois in the form of an employer-paid pension contribution for the whole amount of the option, pursuant to 40 ILCS 5/16-152, *et seq.*, the intent of which shall be to shelter the contribution from federal income taxation pursuant to Section 414(h)(2) of the Internal Revenue Code and tax rulings 81-35 and 81-36.

In the event that any state or federal law, rule, or regulation promulgated and/or enforced after the formation of this Contract or in the event that the health insurance allowance contemplated herein increases and causes the Board to be subjected to any penalties, fines, fees, or other punitive costs arising out of the Principal's health insurance benefit, 1) the Principal's health insurance benefit shall immediately, at the Board's sole and exclusive unilateral discretion, be reduced to an amount that relieves the Board from said penalty, fine, fee, or other punitive cost. The intent of the parties hereto is that the Board shall not, as a result of this Contract, experience any penalties, fines, fees, or other punitive costs arising out of the Principal's health insurance benefit outlined herein.

21. **ANNUITY.** The Board, in accordance with applicable state and federal laws, and in accordance with the request of the Principal, shall withhold such amount of salary as designated by the Principal for payment into a tax-deferred annuity program as selected by the Principal (limited to the choices available in the District's 403(b) Plan).

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- 22. **OTHER WORK.** The Principal may undertake consultative work, speaking engagements, writing, lecturing, and other professional duties and obligations provided that these activities do not interfere with the effective performance of his/her duties as Principal. The Principal has the responsibility to inform the Superintendent of such outside activity in a timely fashion, requesting and receiving the permission of the Superintendent in advance of such outside activity.
- 23. **PROFESSIONAL ACTIVITIES.** The 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.
- 24. **DUES.** The Board shall pay the cost of the Principal's annual membership dues in the Illinois Principals' Association. Cost of attendance at state meetings shall be paid by the Board (provided sufficient funds are available for said meetings).
- 25. **MILEAGE REIMBURSEMENT.** The Board shall reimburse the Principal for vouchered reimbursable mileage expenses incurred by the Principal while using the 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.
- 26. **NOTICE.** Any notice required under this Contract shall be in writing and shall become effective on the day of mailing thereof by first class, registered or certified mail, postage, addressed:

To the Board:

To the Principal:

President, Board of Education Sesser-Valier CUSD #196 4626 State Highway 154 Sesser, IL 62884 Natalie M. Page (The address listed in current school district records)

- 27. **CONTENT OF CONTRACT.** This Contract contains all the terms agreed upon by the parties with respect to the subject matter of this Contract and supersedes all prior Contracts, arrangements and communications between the parties concerning such subject matter whether oral or written.
- 28. **CONTRACT GOVERNED BY ILLINOIS LAW.** This Contract is executed in Illinois, and shall be governed in accordance with the laws of the State of Illinois in every respect.
- 29. **RELEVANT LAW.** This Contract is authorized under the provisions of 105 ILCS 5/10-23.8a.
- 30. **SURVIVAL OF CONTRACT.** This Contract shall be binding upon the parties hereto, their successors and assigns.
- 31. **SAVINGS CLAUSE.** If any portion of this Contract is deemed to be illegal or unenforceable, the remainder thereof shall remain in full force and effect.

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32. **INTENT OF THE PARTIES**. The mutual intent of the parties is that the Board shall not experience any Teachers Retirement System of Illinois or other penalty for payment to the Principal of any creditable earnings in excess of six percent (6%). It shall be the affirmative duty of the Principal to: 1) notify the Board of any potential, foreseeable TRS penalty; and 2) mutually engage in the development of amendment(s) to this Contract to protect the Board/avoid said penalty.

Until such amendment(s) is executed by the parties, in the event that a fringe benefit, leave, or any other compensation extended to the Principal would subject the Board to a Teachers Retirement System of Illinois excess creditable earnings six percent (6%) "cap" penalty, the Board shall have the sole and exclusive unilateral discretion to reduce said benefit, leave, or other compensation to an amount that relieves the Board from the 6% penalty.

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

The Principal

SESSER-VALIER COMMUNITY UNIT SCHOOL DISTRICT NO. 196

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President Board of Education

ATTEST

Secretary, Board of Education