

PRINCIPAL'S EMPLOYMENT CONTRACT

THIS CONTRACT made this 17th day of August, 2009, by and between Board of Education of Canton School District No. 66 (hereinafter referred to as "the Board"), and Lan Eberle (hereinafter referred to as "the Principal"), pursuant to a Motion of the Board at a meeting of the Board held on 17 August 2009, 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. **EMPLOYMENT.** The Board hereby employs **Lan Eberle** as a Principal and for Canton School District No. 66 for a period of one (1) year, commencing July 1, 2009 and ending June 30, 2010. The Principal does NOT waive all rights granted her under sections 24-11 to 24-16 (105 ILCS 5/24-11 to 105 ILCS 5/24-16) of The School Code. During the term of this Contract, the Principal will maintain teaching tenure.

2. **WORK YEAR.** The Principal's work year shall include work days Monday through Friday, twelve (12) months per year, for each year of this Contract, except as otherwise provided herein, and except that the Principal's employment shall not require him to work on school holidays and on national holidays.

3. **DUTIES.** The duties and responsibilities of the Principal shall be all those duties incident to the office of the Principal, as set forth in the job description for such position attached hereto and incorporated herein as Exhibit "A." In addition, the Principal shall perform such other duties normally performed by an employee in like position as from time to time may be assigned to the Principal by the Superintendent 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 no less than eighty thousand two hundred thirty-eight and 77/100 Dollars (\$80,238.77) per year, which amount shall be payable in substantially equal installments in accordance with the payroll procedures of the District.

5. **PENSION.** In addition to the Principal's salary, the Board shall pay on behalf of the Principal, fifty percent (50%) of an employer-paid pension contribution to the Teachers' Retirement System pursuant to 40 ILCS 5/16-152, *et seq.*

6. **T.H.I.S.** In addition to the Principal's salary, the Board shall pay such percentage as may be required by law on behalf of the Principal to the Teacher Health Insurance Security Fund.

7. **ACADEMIC IMPROVEMENT AND STUDENT PERFORMANCE.** This contract is a performance-based contract linked to student performance and academic improvement of 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 District. The parties will meet prior to November 1, 2009, to establish the performance goals and objectives.

8. **EVALUATION.** The Principal shall be evaluated by the Superintendent in conformance with the District's principal evaluation plan established in accordance with 105 ILCS 5/24A-15. No later than February 1, 2010, the Board and the Superintendent shall review with the Principal, the Principal's progress toward established goals and working relationships among the Principal, the Superintendent, the Board, the faculty, the staff and the community.

9. **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 for a one year or a multi-year period not to exceed five (5) years. If the Board determines not to offer a new Contract, the Board shall evaluate the Principal so that he receives such evaluation on or before February 1, 2010 and shall notify the Principal in writing so that the Principal receives the notice no later than April 1, 2010. In the event that a new Contract is offered, the Board and the Principal shall establish additional goals designed to enhance school wide student performance and academic improvement as well as the indicators to measure the same. Nothing in this paragraph shall prohibit the parties from mutually agreeing to a new Contract prior to April 1, 2010, if existing goals are met.

10. **CRIMINAL RECORDS CHECK.** Pursuant to 105 ILCS 5/10-21.9, boards of education are prohibited from knowingly employing a person who has been convicted of committing or attempting to commit the named crimes therein. If a 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.

11. **CERTIFICATION.** The Principal shall furnish the Board, during the life of this Contract, a valid and appropriate Illinois teaching certificate and such other endorsements or qualifications as may be necessary to perform duties as the Principal in accordance with the laws of the State of Illinois and as directed by the Board.

12. **DISCHARGE FOR CAUSE.** Throughout the term of this Contract, the Principal shall be subject to discharge for 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.

13. **REFERRALS TO PRINCIPAL.** The Superintendent of Schools shall refer promptly all criticisms, complaints and suggestions called to his attention to the Principal for study and recommendation.

14. **TERMINATION OR RECLASSIFICATION AT END OF CONTRACT TERM.** The termination and/or reclassification at the end of the term of this Contract shall be as provided by law.

15. **TERMINATION BY AGREEMENT.** During the term of this Contract, the Board and the Principal may mutually agree, in writing, to terminate this Contract.

16. **VACATION.** The Principal shall be entitled to twenty (20) working days of vacation annually, in each year of this Contract, exclusive of legal holidays. Vacation shall be taken subject to approval of the Superintendent, shall be taken within twelve (12) months of the year in which it is earned and shall not be cumulative.

17. **SICK LEAVE.** The Principal shall be entitled to fifteen (15) days of sick leave annually. Earned sick leave shall be cumulative without limit and shall be subject to such other provisions as may be contained in School District policies, rules and regulations.

18. **PERSONAL LEAVE.** The Principal shall be entitled to two (2) days of personal leave annually. Earned personal leave shall not be cumulative, and shall be subject to such other provisions as may be contained in School District policies, rules and regulations.

19. **MEDICAL INSURANCE.** The Board shall pay the monthly rate established in the collective bargaining agreement between the District and its certified staff toward insurance premiums for the major medical insurance coverage available through the Board's group insurance carrier.

20. **TERM LIFE.** The Board shall provide and pay for Ten Thousand and 00/100 Dollars (\$10,000.00) of term life insurance for the Principal during the term of this Contract. The Principal shall designate the beneficiary of the policy.

21. **PROFESSIONAL DUTIES.** The Board encourages continuing professional growth of the Principal through membership and participation in professional organizations and through attendance at appropriate professional meetings and conferences at the local and state level. The Board shall pay the cost of the Principal's annual membership dues in one (1) professional organization to be selected by the Principal. The Principal may attend professional meetings and the Board shall reimburse the Principal for actual and necessary expenses incurred by her in attending such meetings and conferences upon approval by the Superintendent.

22. **OTHER WORK.** With prior notice to and approval by the Board, 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 her duties as Principal.

23. **MILEAGE REIMBURSEMENT.** The Board shall pay the Internal Revenue Service rate to the Principal for vouchered reimbursable mileage expenses incurred by the Principal while using the Principal's personal vehicle for the conduct of approved District business. Mileage shall be computed from Canton, Illinois, or other origin of the trip, to the

destination and back to Canton. Any travel out of state, or any extended or unusual travel expenses must be pre-approved by the Board. Reimbursement shall be pursuant to the District's policies, rules and regulations.

24. **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 prepaid, addressed:

To the Board:

President, Board of Education

To the Principal:

Lan Eberle
(The address listed in current
school district records)

25. **CONTENT OF AGREEMENT.** This Contract contains all the terms agreed upon by the parties with respect to the subject matter of this Contract and supersedes all prior agreements, arrangements and communications between the parties concerning such subject matter whether oral or written.

26. **AGREEMENT 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.

27. **RELEVANT LAW.** This Contract is authorized under the provisions of 105 ILCS 5/10-23.8.

28. **SURVIVAL OF CONTRACT.** This Contract shall be binding upon the parties hereto, their successors and assigns.

29. **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.

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

Lan Eberle, Principal

By: _____
Marion Kuzniar, President, Board of Education

ATTEST:

Tom Snowman, Secretary, Board of Education