

PRINCIPAL'S CONTRACT OF EMPLOYMENT

THIS AGREEMENT, made and entered into this 4th day of January, 2023, by and between the BOARD OF EDUCATION OF COAL CITY COMMUNITY UNIT SCHOOL DISTRICT NO. 1, GRUNDY AND WILL COUNTIES, ILLINOIS (hereinafter referred to as the "Board"), and TARYN TROTTER, an individual (hereinafter referred to as the "Principal"),

WITNESSETH:

WHEREAS, this performance-based Contract replaces the employment contract currently in effect between the Board and Principal as of the commencement date of this Contract that is set forth in Paragraph 2, below;

WHEREAS, in accordance with 105 ILCS 5/10-23.8a, the Principal and Board confirm that the Principal met the goals and indicators of student performance and academic achievement in the previous contract;

WHEREAS, the Board desires to continue to employ TARYN TROTTER as building Principal for this School District and for her to perform such duties as are required by this Contract, by the Principal's job description, by the policies, rules and regulations of the Board and by the laws and statutes of the State of Illinois, as presently exist or are hereafter made or amended, for a period of three (3) years, commencing July 1, 2023 and ending June 30, 2026;

WHEREAS, the Board at a regular meeting held on the 4th day of January, 2023, by motion duly made, seconded and carried by majority per a roll call vote, has authorized the execution of this Contract of Employment with the Principal; and

WHEREAS, the Principal is willing to enter into and execute this Contract on the basis of the same being a multi-year performance-based contract, as provided for in Article 10, Section 23.8a of the School Code (105 ILCS 5/10-23.8a).

NOW, THEREFORE, in consideration of the promises and for other good and valuable consideration, the receipt of which is hereby acknowledged, it is agreed between the parties as follows:

1. EMPLOYMENT. The Board hereby employs TARYN TROTTER as building Principal for this School District and TARYN TROTTER hereby accepts such employment and agrees to perform such duties as are provided by this Contract, by the job description, by the policies, rules and regulations of the Board and by the laws and statutes of the State of Illinois.

The Board and the Principal agree that this Contract is a multi-year performance-based contract pursuant to Section 10-23.8a of the School Code. Consequently, by accepting the terms of this Contract, the Principal hereby waives all rights granted under Sections 24-11 through 24-16 of the School Code. The Principal's employment during the term of this Contract shall not qualify as "consecutive school terms of service" as that term is used in Section 24-11, shall not qualify as a probationary period, and shall not be counted toward attainment of contractual continued service status (i.e. tenure) as a teacher of the School District.

2. TERM. The term of this Contract will be for a period of three (3) years, commencing

July 1, 2023 and ending June 30, 2026. The Contract Year shall commence on July 1 and continue through the subsequent June 30.

3. STUDENT PERFORMANCE AND ACADEMIC IMPROVEMENT GOALS.

The Principal, in consultation with the Superintendent, shall develop the Principal's goals for the Contract Year. The Parties agree that these goals will be linked to student performance and academic improvement and will be submitted to the Board for its approval and attached hereto and made part hereof as Exhibit A. In the event that the Principal, Superintendent and Board fail to agree on the goals to be included in said document, the Superintendent and the Board shall establish the goals.

4. DUTIES. The Principal is and will be, throughout the term of this Contract, unless terminated as hereinafter provided, the chief administrative and instructional leader of the assigned attendance center in this School District and shall assume the administrative responsibilities and instructional leadership in said attendance center for the planning, operation and evaluation of the educational program in said attendance center, under the supervision of the Superintendent and in accordance with the policies, rules and regulations of this Board of Education and the laws and statutes of the State of Illinois. The Principal agrees that she must perform all acts and duties as assigned, for and on behalf of the Board under and pursuant to 105 ILCS 5/1-1 *et seq.* (hereinafter the "School Code") including, but not limited to, the submission of recommendations to the Superintendent concerning the appointment, retention, promotion and assignment of all personnel assigned to said attendance center. The Principal further agrees that she must also comply with all applicable policies, rules and regulations of the Board as the same are in effect from time to time throughout the term of this Contract. The Principal further agrees that she must also perform such other duties as may from time to time be assigned by the Board or the Superintendent.

The Principal hereby agrees to faithfully perform the duties of Principal for the school building to which she is assigned and to devote such time, skill, labor and attention to the employment during the term of this Contract as is reasonably required to meet the responsibilities, duties, objectives and goals as provided for under this Contract.

5. SALARY. The Principal will receive from and after the effective date of this Contract an annual salary of **\$82,040.39** for the 2023-2024 Contract Year, **\$84,501.60** for the 2024-2025 Contract Year and **\$87,036.64** for the 2025-2026 Contract Year. Such annual salary shall be paid in equal installments in accordance with the policies of the Board of Education established from time to time with respect to the payment of salaries to other certificated members of its professional staff, but in no event shall said payments be made in less than twelve (12) monthly installments.

The Board has the right to adjust the annual salary of the Principal during the term of this Contract in its sole and absolute discretion; provided, however, that unless any reduction in salary is uniform with a similar reduction of salaries for the School District's certificated staff, the Principal shall be entitled to notice and a hearing as provided in the case of discharge for cause. Any such adjustment in salary may be made during the term of this Contract, which shall be in the form of an amendment hereto and which, after its adoption by the Board of Education, shall be attached hereto and made a part hereof.

The parties hereby acknowledge and agree that any adjustment in salary as aforesaid will not be construed as an extension of this Contract nor will it be construed as a new Contract or in any other way affect the terms hereof.

6. LICENSURE. The Principal must, throughout the term of this Contract, furnish to the Board of Education a valid and appropriate license to act as building Principal for the assigned attendance center in accordance with the laws and statutes of the State of Illinois and the rules and regulations of the State Board of Education.

7. OTHER WORK. Only with the prior consent of the Board of Education, by Board action, may the Principal undertake consultative work, speaking engagements, writings, lecturing or other such professional duties and obligations unrelated to the duties as Principal of this School District; provided, however, that the Board of Education President shall have the authority to grant permission for such other work in the event that time does not permit presenting the question to the full Board of Education for prior approval. The applicable requirements and provisions of 110 ILCS 100/1, and the decisional laws of the State of Illinois with respect to same shall apply to this paragraph.

8. EVALUATION. During the term of this Contract, the Superintendent shall review with the Principal: (a) the Principal's working relationships with the Board of Education, the Superintendent, the faculty, staff and community; (b) the performance of the Principal in fulfilling the duties and responsibilities set forth under this Contract, in the job descriptions, and in the Board of Education's policies, rules and regulations; and (c) the Principal's progress and attainment of established goals. Such review shall be made annually.

9. NOTICE OF INTENT NOT TO RENEW CONTRACT. Notice of intent not to renew this Contract, other than in the case of discharge for cause, must be given by the Board to the Principal by March 1 of the year in which this Contract expires. Notice of intent not to renew this Contract must be given by the Principal to the Board by March 1 of the year in which this Contract expires. The provisions of Article 10, Section 23.8b of the School Code, as amended from time to time, and the decisional law of the State of Illinois shall apply to this paragraph 8.

10. DISCHARGE FOR CAUSE. Throughout the term of this Contract the Principal shall be subject to discharge for cause; provided, however, that the Board shall not act in an arbitrary or capricious fashion with respect to such discharge. Failure of the Principal to comply with the terms and conditions of this Contract shall also be sufficient cause for discharge as provided in this Contract.

In the event of discharge for cause, the Board shall deliver to the Principal, in the manner provided by law, notice of said discharge for cause. Such notice, when given by the Board, must be in writing stating the specific reason or reasons therefore. Within ten (10) days after receipt of such notice of discharge for cause, the Principal may request a closed session hearing before the Board of Education on the discharge. At such hearing, the Principal shall have the right to present evidence, witnesses and defenses on the grounds for discharge, may cross-examine witnesses, and may have present at any such hearing counsel of her own choosing, at her expense.

11. NOTICE OF RECLASSIFICATION OF PRINCIPAL. Throughout the term of this Contract, or any extension hereof, the Principal shall be subject to reclassification, by demotion or reduction in rank, in accordance with the terms, provisions and procedures of Section 10-23.8b of the Illinois School Code. Nothing, however, shall be construed so as to limit the authority of the Board to order the lateral transfer of the Principal to a position of similar rank and equal salary during the term of this Contract.

12. SICK AND PERSONAL BUSINESS LEAVE. The Principal will be entitled to the same benefits outlined in the collective bargaining agreement between the Board of Education and the Teacher's Association.

13. 210-DAY WORK SCHEDULE. The Principal will be expected to work 210 days during the Contract Year. She will be scheduled to work on all days when the attendance center to which she is assigned is in session. Given this schedule, the Administrator will not be eligible for paid vacation.

14. TRAVEL AND EXPENSE REIMBURSEMENT. The Principal shall provide at her sole expense an automobile needed by her for the performance of her official duties on behalf of the District under this Contract. During the term of this Contract, the Board will reimburse the Principal for all reasonable travel expenses, lodging and meals during travel to and from areas outside the District, provided she has been directed to incur said expense and request is made therefore in accordance with the rules and regulations of the Board.

15. INSURANCE BENEFITS. During the term of this Contract, the Board shall provide group health, vision, dental, accident and life insurance coverage benefits for the Principal and her dependents to the same nature and extent as those benefits are provided to certificated members of the School District's Administration. Full premium costs for these benefits for the Principal shall be paid by the Board. The premium for her dependents, if selected, shall be paid in the same manner as afforded those covered by the licensed staff's collective bargaining agreement.

The Principal will also, during the life of this Contract, be entitled to any additional benefits provided to any employee of this School District as may be established in a collective bargaining agreement or otherwise provided to said employee during the term of this Contract. Such additional benefits will be automatically extended to the Principal at the time they become effective for said other employees, without further action on the part of the Principal. In accordance with the provisions of Article 10, Section 22.3 of the Illinois School Code, the Principal shall be a named insured on any comprehensive or general liability insurance policies in effect during the term of this Contract to the same extent as provided to other certificated employees of the School District.

16. QUALIFIED TAX-DEFERRED PROGRAMS. At the request of the Principal, the Board shall, in accordance with State and Federal law, withhold a designated amount of her salary and transfer said amount to a qualified tax-deferred annuity program of the District's 403 (b) Plan.

In addition to the salary set forth in paragraph 4 above, the Board shall pay on behalf of the Principal her required contribution to TRS and her required contribution to THIS. It is the intention of the parties to qualify this payment by the Board on the Principal's behalf as a "picked up" payment sheltered from federal income taxation pursuant to Section 414(h) of the Internal Revenue Code, as amended.

17. MEMBERSHIPS IN PROFESSIONAL SOCIETIES. The Board will, during the term of this Contract, pay the Principal's annual membership dues to the Illinois Principals Association, and such other organizations as determined by the Board.

The Principal will, when approved to do so by the Board, attend appropriate professional meetings as the representative of the District at the local, state and national levels. In

addition, upon prior approval of the Board of Education, the Principal may continue her professional development by attending seminars and other related activities reasonably related to the District's business and affairs in order that she may continue to participate in relevant job-related and learning experiences.

18. TERMINATION. During the term of this Contract, the Board and Principal may mutually agree in writing to terminate this Contract.

19. BREACH OF AGREEMENT. Failure of the Principal to fulfill the obligations set forth in this Contract will be considered to be a violation of the Principal's Code of Ethics and may be reported by the Board to appropriate State and national associations of school administrators and State education authorities. Such failure may also be deemed a breach of this Contract sufficient to constitute cause for discharge/dismissal of the Principal or non-renewal of this Contract as provided in paragraphs 8 and 9, above, or reclassification as provided for in paragraph 10, above, if, in the opinion of the Board of Education, such action would be in the best interests of the School District. In the event of such breach or failure, the Board shall have all other rights and remedies which are provided by law.

Failure of the Board of Education to fulfill its obligations set forth in this Contract will be considered a breach of this Contract. In such event, the Principal shall have all rights and remedies which are provided by law.

20. EXTENSION OF CONTRACT. Subject to the provisions of Article 10, Section 23.8 of the School Code, this Contract may be extended for one (1) additional year at the end of any year, and the terms and conditions of such extension shall require the mutual agreement of the parties hereto.

21. MISCELLANEOUS. This Contract shall inure to the benefit of and will be binding upon all the parties, their legal representatives, successors and assigns.

Nothing contained in this Contract shall be construed to deprive any party hereto of any of the rights accorded to that party by law, except where such rights are explicitly waived herein.

If any portion of this Contract is deemed to be illegal or unenforceable, the remainder shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the date first above written.

BOARD OF EDUCATION OF COAL CITY
COMMUNITY UNIT SCHOOL DISTRICT NO. 1,
GRUNDY AND WILL COUNTIES, ILLINOIS