

DUPAGE HIGH SCHOOL DISTRICT 88
ASSISTANT PRINCIPAL'S EMPLOYMENT CONTRACT

This Employment Contract is made and entered into this 22nd day of January, 2018, effective July 1, 2018, by and between the Board of Education of DuPage High School District 88, DuPage County, Illinois (the "BOARD"), and ROBERT DALY, (the "ASSISTANT PRINCIPAL").

The BOARD and the ASSISTANT PRINCIPAL agree as follows:

1. **TERM.** In accordance with the provisions of Section 10-23.8a of the *School Code* (105 ILCS 5/10-23.8a), the ASSISTANT PRINCIPAL is hereby employed as ASSISTANT PRINCIPAL of the School District under this contract for the period beginning July 1, 2018 and ending June 30, 2019.

2. **DUTIES.** The ASSISTANT PRINCIPAL shall perform all duties incident to the office of ASSISTANT PRINCIPAL, under the direction of the BOARD and the Superintendent and shall, in general, perform the duties set forth in the BOARD'S policies and the ASSISTANT PRINCIPAL'S job description, as may be modified from time to time by the BOARD.

The ASSISTANT PRINCIPAL shall attend BOARD meetings and appropriate BOARD committee meetings at the request of the BOARD or the Superintendent/Designee, and provide administrative recommendations on each item of business considered by each of these groups as requested by the BOARD or the Superintendent/Designee.

3. **OUTSIDE ACTIVITIES.** The ASSISTANT PRINCIPAL shall confine his/her professional and employment activities to the business of the School District, except as provided in this section or as otherwise approved by the BOARD. On an occasional, short-term basis reported to the Superintendent, the ASSISTANT PRINCIPAL shall be permitted to undertake writing, teaching and speaking engagements. Any consulting work undertaken by the ASSISTANT PRINCIPAL for compensation must be accomplished on the ASSISTANT PRINCIPAL'S vacation days, holidays or other non-duty days. The Superintendent shall be notified of the nature of any of the foregoing activities. None of the foregoing activities shall interfere with the performance of the ASSISTANT PRINCIPAL'S duties as set forth in section 2 of this contract.

4. **EVALUATION.** The Superintendent shall evaluate, and assess, in writing, the performance of the ASSISTANT PRINCIPAL each year that this contract is in effect, in accordance with the evaluation program for administrators in the School District.

The evaluation and assessment shall be reasonably related to the position description of the ASSISTANT PRINCIPAL and goals and objectives of the BOARD for the period in question. The Superintendent and the ASSISTANT PRINCIPAL shall meet and discuss the format for this written evaluation and assessment of performance, attempting in good faith to agree on the development and adoption of a mutually agreeable evaluation format, but the Superintendent shall ultimately establish the evaluation format.

5. **LICENSE.** The ASSISTANT PRINCIPAL shall hold, and maintain in force at all times during the term of this contract, and any extension of this contract, a valid Illinois administrative certification with the required endorsement for his/her service as ASSISTANT PRINCIPAL.

6. **SALARY.** The BOARD, as compensation for the duties set forth in this contract, shall pay the ASSISTANT PRINCIPAL a salary for the contract year of 2018-19, One Hundred Fifteen Thousand, Four Hundred Eighty Two and 95/100 Dollars (\$115,482.95), payable in substantially equal installments in the same manner as the salaries of other twelve-month administrators in the School District are paid, less applicable withholdings. The BOARD retains the right to adjust the ASSISTANT PRINCIPAL'S salary during the term of this contract, and any extension thereof, provided that said adjustment shall not reduce the amount of salary then paid to the ASSISTANT PRINCIPAL. Any adjustment in salary made during the term of this contract, or any extension thereof, shall not be considered an amendment, nor shall it be deemed that the parties have entered into a new contract or that the then-effective termination date of this contract has been extended.

7. **VACATION, SICK LEAVE, BENEFITS AND OTHER COMPENSATION.** In addition to salary, the BOARD shall provide the following additional benefits during the term of this contract and all extensions thereof, on the terms and conditions set forth below:

A. **VACATION.** The ASSISTANT PRINCIPAL will be entitled to fifteen (15) vacation days with full pay each contract year, to be taken subject to approval by the Superintendent, exclusive of, and in addition to, all legal school holidays observed by the BOARD. These days are provided on July 1st and may be taken prior December 1st of the following school year. The parties agree that the terms of this paragraph provide the ASSISTANT PRINCIPAL with a reasonable and adequate opportunity to use all of the paid vacation days granted herein, and that this contract constitutes reasonable notice to the ASSISTANT PRINCIPAL of its terms. "Cash-in" of unused vacation days is not allowed.

B. **SICK LEAVE.** The ASSISTANT PRINCIPAL shall have the same amount of paid sick leave days granted to teachers under the collective bargaining agreement then in effect, notwithstanding any BOARD policy, practice or precedent to the contrary.

C. **PERSONAL LEAVE.** The ASSISTANT PRINCIPAL shall have the same amount of paid personal leave days granted to teachers under the collective bargaining agreement then in effect, notwithstanding any BOARD policy, practice or precedent to the contrary.

D. **LONG-TERM DISABILITY.** The BOARD shall, at its sole expense, provide long-term disability insurance for the ASSISTANT PRINCIPAL, provided the ASSISTANT PRINCIPAL meets the ordinary qualification requirements of the BOARD'S insurer. Such insurance shall provide an income continuation benefit equal to at least two-thirds (2/3) of the salary set forth in this contract, when coordinated with TRS disability insurance benefits and any other benefits, to which the ASSISTANT PRINCIPAL may be entitled, and shall insure the ASSISTANT PRINCIPAL for the performance of his/her professional duties during the term of this contract. However, such income continuation benefit is also subject to any reductions for

earnings as provided in the long-term disability insurance. At the termination of this contract, the ASSISTANT PRINCIPAL may elect to receive ownership of such insurance; provided, in that event, s/he shall be required to pay all subsequent premiums there for at his/her sole expense.

E. **PROFESSIONAL DUES AND EXPENSES.** The BOARD shall pay one hundred percent (100%) of the ASSISTANT PRINCIPAL'S membership charges to one national and one state level professional organization related to the ASSISTANT PRINCIPAL'S assignment as approved by the Superintendent and for such other professional organizations approved by the BOARD.

F. **CONTRIBUTIONS TO TEACHERS' RETIREMENT SYSTEM.** The BOARD shall pick-up and pay during the term of this contract (and all extensions thereof) to the Illinois Teachers' Retirement System (TRS) a sum equal to the amount which is required to be paid by, or on behalf of, the ASSISTANT PRINCIPAL to TRS on creditable salary and benefits provided by this contract pursuant to Section 16-152.1 of the *Illinois Pension Code*, as amended from time to time. Although designated by the *Illinois Pension Code* as employee contributions, the amounts herein required to be picked up the BOARD shall be paid by the BOARD in lieu of contributions by the ASSISTANT PRINCIPAL. The ASSISTANT PRINCIPAL shall not have the option of choosing to receive directly the amounts contributed to TRS by the BOARD on the ASSISTANT PRINCIPAL'S behalf, nor any right or claim to said contributions except as such may subsequently become available pursuant to the provisions of the *Illinois Pension Code*, TRS rules and regulations, and applicable law.

G. **LIFE INSURANCE.** The BOARD shall provide for group term life insurance from the BOARD'S insurer in a face amount of two (2) times the ASSISTANT PRINCIPAL'S annual salary during the term of this contract and all extensions thereof (not to exceed the face amount of Five Hundred Thousand Dollars (\$500,000)), with the full cost of the premium paid by the BOARD, provided the ASSISTANT PRINCIPAL meets the ordinary qualification requirements of the BOARD'S insurer. The ASSISTANT PRINCIPAL shall also have the option, if provided by the BOARD'S insurer, to purchase, at his/her own expense, an additional amount of insurance which, together with the insurance provided by the BOARD, shall not exceed a total face amount of Five Hundred Thousand (\$500,000) Dollars.

H. **HEALTH AND DENTAL INSURANCE.** The BOARD shall provide, for the ASSISTANT PRINCIPAL and members of the ASSISTANT PRINCIPAL'S immediate family, the health and dental benefit program, as may be amended from time to time, which the BOARD generally offers its employees. The BOARD shall pay all of the premiums for such program so long as it is able to do so without incurring any additional cost, tax or penalty for doing so. In the event that the BOARD'S payment of such premiums would result in it incurring any additional cost, tax or penalty, then the BOARD'S premium payment shall automatically be reduced to the maximum amount that may be paid without incurring such additional cost, tax or penalty, and the ASSISTANT PRINCIPAL shall be responsible for the balance of such premiums.

I. **FLEXIBLE SPENDING PLAN.** The ASSISTANT PRINCIPAL may participate in the "Flexible Spending Plan" established by the BOARD pursuant to Section 125

of the *Internal Revenue Code* for new administrative employees of the School District. The ASSISTANT PRINCIPAL'S participation in said plan shall not require the payment of any additional or other compensation to the ASSISTANT PRINCIPAL by the BOARD.

J. **OTHER BENEFITS.** In no instance will the ASSISTANT PRINCIPAL receive fewer benefits than those provided for teachers.

8. **LIMITATION ON CREDITABLE COMPENSATION.** Notwithstanding any provision of this contract, or any other agreement, contract, incentive, Board policy, practice or precedent to the contrary, in no event will the ASSISTANT PRINCIPAL be eligible for or entitled to the receipt of any salary or compensation increase, incentive or benefit during the term of this contract that would cause his/her total TRS-creditable compensation, salary and fringe benefits ("total TRS-creditable compensation") to increase by more than six percent (6%) over his/her prior year's total TRS-creditable compensation, or the maximum amount which would not require the payment of any employer or ASSISTANT PRINCIPAL contribution, penalty or other payment to any State pension or retirement system or the State of Illinois, whichever is less. Execution of this contract by the ASSISTANT PRINCIPAL includes his/her acknowledgement and agreement to the foregoing limitation. The total compensation received by the ASSISTANT PRINCIPAL as set forth in this contract and limited by this provision constitutes the entire compensation, salary and benefits paid to the ASSISTANT PRINCIPAL by the BOARD. The ASSISTANT PRINCIPAL, in further consideration of his/her receipt of such total compensation, agrees that to waive and otherwise forgo the receipt of any such increase, incentive or benefit that would cause his/her total TRS-creditable compensation for the term of this contract to exceed the foregoing limitation, and to immediately repay or reimburse the BOARD for any compensation, salary or any fringe benefit payment made to or on his/her behalf that would cause his/her total compensation for the term of this contract to exceed the foregoing limitation.

The compensation, salary and benefits set forth in this contract shall not be increased beyond the foregoing limitation, and may be decreased for sufficient cause or in order to comply with the requirements of any subsequently enacted applicable law or regulation. Any such change in compensation, salary or benefits shall not be considered an amendment of this contract nor shall it be deemed that the BOARD and the ASSISTANT PRINCIPAL have entered into a new contract, or that the then-effective termination date of this contract has been extended.

9. **EXPENSES.** The BOARD shall reimburse the ASSISTANT PRINCIPAL for reasonable and proper expenses incurred by the ASSISTANT PRINCIPAL in the continuing performance of his/her duties under this contract, including intra-district travel, in an amount not to exceed the amount budgeted by the BOARD.

10. **TERMINATION AND RENEWAL.** Termination of the employment of the ASSISTANT PRINCIPAL shall be in accordance with the applicable requirements of Sections 24-11 through 24-16 of the *School Code*.

Notice of non-renewal of this contract shall be given by no later than April 1 of the contract year, or the then-effective final contract year if this contract is extended. Failure to notify the ASSISTANT PRINCIPAL, in writing, in accord with this contract and the applicable

provisions of the School Code of the BOARD'S intention not to renew this contract will automatically result in a one-year extension of this contract under the same terms and conditions of employment in effect at that time, or at the BOARD'S option, payment of the salary and benefits only.

This contract may also be terminated by:

A. Mutual agreement of the parties.

B. Disability of the ASSISTANT PRINCIPAL. The BOARD may terminate this contract during its term by written notice to the ASSISTANT PRINCIPAL at any time after the ASSISTANT PRINCIPAL has exhausted any accumulated sick leave and such other leave as may be available and is permanently disabled or has been absent from his/her employment for whatever cause for an additional continuous period of ninety (90) days. All obligations of the BOARD shall cease upon such termination.

C. Discharge for Cause. During the term of this contract, the ASSISTANT PRINCIPAL may be discharged for cause, which shall constitute conduct which is seriously prejudicial to the BOARD, including, but not limited to, breach of contract or any cause set forth in Section 10-22.4 of the *Illinois School Code*. Notice of discharge for cause shall set forth specific reasons and shall be given in writing. The ASSISTANT PRINCIPAL shall be entitled to appear before the BOARD in closed session to be afforded a hearing. If the ASSISTANT PRINCIPAL chooses to be accompanied by legal counsel at such meeting, s/he shall bear any costs therein involved. The ASSISTANT PRINCIPAL shall be provided a written decision describing the results of the meeting. If the ASSISTANT PRINCIPAL is tenured, termination under this paragraph shall only be from the position specified in this contract, and the ASSISTANT PRINCIPAL shall be subject to reassignment at the discretion of the Board.

In the event that the BOARD offers to terminate the contract by paying the amount specified in Paragraph D, the requirement of cause and the hearing before the BOARD is hereby waived by the ASSISTANT PRINCIPAL.

D. Termination by the BOARD. The BOARD may, at its option, and by a minimum of ninety (90) days' notice to the ASSISTANT PRINCIPAL, terminate this contract during its term without cause. In the event of such termination, the BOARD shall pay to the ASSISTANT PRINCIPAL, as severance pay, all of the aggregate salary the ASSISTANT PRINCIPAL would have earned under Section 6 of this contract from the actual date of termination to the termination date set forth in this contract (less any salary payable to the ASSISTANT PRINCIPAL if s/he is reassigned by the BOARD). If the ASSISTANT PRINCIPAL is tenured, termination under this paragraph shall only be from the position specified in this contract, and the ASSISTANT PRINCIPAL shall be subject to reassignment at the discretion of the BOARD.

E. Termination by the ASSISTANT PRINCIPAL. The ASSISTANT PRINCIPAL may, at his/her option, and by a minimum of ninety (90) days' notice to the BOARD, terminate this contract during its term. If the termination notice is less than 90 days, the ASSISTANT PRINCIPAL shall pay to the BOARD, not as a penalty but solely as liquidated

damages, Ten Thousand and no/100 Dollars (\$10,000), which relate to all the aggregate costs to the BOARD of the search to obtain the ASSISTANT PRINCIPAL'S successor and any interim replacement. The payment of liquidated damages by the ASSISTANT PRINCIPAL under this paragraph shall be the BOARD'S exclusive remedy for any claims of breach of this contract due to the ASSISTANT PRINCIPAL'S termination.

F. Death of the ASSISTANT PRINCIPAL.

Nothing shall prohibit the BOARD from suspending the ASSISTANT PRINCIPAL with or without pay pending completion of the requirements of this section. After the effective date of dismissal the ASSISTANT PRINCIPAL shall not be entitled to compensation benefits of any kind under this agreement/contract, except that the ASSISTANT PRINCIPAL shall be entitled to any vested benefits payable under the terms and provisions of the pension or retirement system of which s/he is a member.

11. **RESIDENCY.** While not a condition of employment and in further consideration of the salary and benefits set forth in this contract, the ASSISTANT PRINCIPAL shall reside in sufficient proximity to the School District to permit the ASSISTANT PRINCIPAL to satisfy the BOARD'S expectation of his/her active participation in the affairs of the schools and the school communities.

12. **MISCELLANEOUS.**

A. The BOARD agrees that it shall defend, hold harmless, and indemnify the ASSISTANT PRINCIPAL from any and all demands, claims, suits, actions and legal proceedings brought against the ASSISTANT PRINCIPAL in his/her individual capacity, or in his/her official capacity as agent and ASSISTANT PRINCIPAL of the District, provided the incident arose while the ASSISTANT PRINCIPAL was acting within the scope of his/her employment and excluding criminal litigation and such liability coverage as is beyond the authority of the BOARD to provide under state law. Except that, in no case will individual Board members be considered personally liable for indemnifying the ASSISTANT PRINCIPAL against such demands, claims, suits, actions and legal proceedings.

B. The BOARD is prohibited from knowingly employing a person who has been convicted of committing or attempting to commit certain criminal offenses. If the ASSISTANT PRINCIPAL receives notice of, or a required criminal background investigation report reveals that there has been, a prohibited conviction, this contract shall immediately become null and void.

C. This contract has been executed in Illinois, and shall be governed in accordance with the laws of the State of Illinois in every respect.

D. If, during the term of this contract, it is found that a specific clause of the contract is illegal under federal or state law, the remainder of the contract not affected by such a ruling shall remain in force.

E. The failure of the BOARD to exercise, or the BOARD'S waiver of, any of its rights, or the BOARD'S failure to require the ASSISTANT PRINCIPAL to perform any

particular duty, under this contract shall not be deemed a waiver of such right or duty in any future instance unless otherwise expressly so stated in writing by the BOARD.

F. Section headings and numbers have been inserted for convenience of reference only, and if there shall be any conflict between such headings or numbers and the test of this contract, the text shall control.

G. This contract may be executed in one or more counterparts, each of which shall be considered an original, and all of which taken together shall be considered one and the same instrument.

H. 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.

I. This contract shall inure to the benefit of the parties, their successors, assigns, heirs, executors, and personal representatives, and shall be binding upon the BOARD, its successors and assigns.

J. Both parties have had the opportunity to seek advice of counsel. The BOARD has relied upon the advice and representation of counsel selected by it respecting the legal liabilities of the parties, if any. The ASSISTANT PRINCIPAL has voluntarily decided to act without the advice of counsel, without threat or coercion.

K. Except as may otherwise be provided, no subsequent alteration, amendment, change or addition to this contract shall be binding upon the parties unless reduced to writing and duly authorized and signed by each of them.

L. The BOARD retains the right to repeal, change or modify any policies or regulations which it has adopted or may hereafter adopt, subject however to the restrictions contained in the *Illinois School Code* and other applicable law

M. Any notice or communication permitted or required under this contract shall be made in writing and shall become effective on the day of service thereof by personal service or by first class mail, registered or certified, return receipt requested, postage prepaid, sent to the parties at their respective addresses listed below, or at such other addresses as the parties may from time to time advise in writing. Service by mail as provided above shall be deemed made upon deposit in the mail.

If to the BOARD:

President, Board of Education
DuPage High School District 88
2 Friendship Plaza
Addison, Illinois 60101

With a copy to:

Superintendent
DuPage High School District 88
2 Friendship Plaza
Addison, Illinois 60101

If to the ASSISTANT PRINCIPAL:

ROBERY DALY, c/o
DuPage High School District 88
2 Friendship Plaza
Addison, Illinois 60101

IN WITNESS WHEREOF, the BOARD caused this Employment Contract to be signed by its duly authorized officers and the ASSISTANT PRINCIPAL has approved and signed this Employment Contract effective on the day and year specified in Paragraph 1 above.

ASSISTANT PRINCIPAL,

BOARD OF EDUCATION OF DUPAGE
HIGH SCHOOL DISTRICT 88, DUPAGE
COUNTY, ILLINOIS

By:_____

By:_____
President, Board of Education

Attest:

Secretary, Board of Education