

DUPAGE HIGH SCHOOL DISTRICT 88
PRINCIPAL'S EMPLOYMENT CONTRACT

This Employment Contract is made and entered into this ____ day of _____, 2018, effective July 1, 2019, by and between the Board of Education of DuPage High School District 88, DuPage County, Illinois, (the "Board"), and Daniel Krause, (the "Principal"). The Board and the Principal agree as follows:

1. **TERM.** In accordance with the provisions of Section 10-23.8 of the School Code (105 ILCS 5/10-23.8), the Principal is hereby employed as a principal in the School District under this multi-year performance-based contract for the period beginning July 1, 2019 through June 30, 2024. The contract year under this contract is July 1 through the immediately following June 30. The Board has determined that all of the Principal's prior performance and improvement goals have been met or that satisfactory progress toward the completion of said goals has been made.

2. **DUTIES.** The Principal shall perform all duties incident to the position of 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 Principal's job description, as may be modified from time to time by the Board.

Unless excused by the Superintendent, the Principal shall attend all Board meetings and appropriate Board committee meetings and provide administrative recommendations on each item of business considered by each of these groups as requested by the Board or the Superintendent.

This is a performance-based contract. The Principal shall address and fulfill the student performance and academic improvement goals and indicators of performance attached to and made a part of this contract by reference, which the parties agree are reasonably related to the Principal's job duties.

As part of the Principal's annual evaluation, the Principal and the Superintendent will review progress toward achievement of said goals and indicators and make any appropriate modifications necessary to achieve said goals and/or indicators. The Principal and the Superintendent will also strive to conduct interim reviews several times each contract year at the request of the Superintendent and/or Principal and as the schedule of the Superintendent permits. A comprehensive final review of the achievement of a goal and its indicators will take place at the expiration of the appropriate period of time identified in the goals and indicators document attached to this contract. The Principal will prepare a report to the Superintendent regarding achievement of the goal and its indicators. The Board will make its best effort to determine within sixty (60) days after receipt of the foregoing report and any accompanying Superintendent's report on whether the goal and its indicators have been achieved and student and academic performance improved.

The Board and the Principal recognize that achievement of said goals and indicators and improvement of student academic performance is dependent on continued support of the Board and the Superintendent, including the provision of adequate financial support within available resources. The Board and the Principal also recognize that circumstances beyond the control of

the Board, Superintendent and/or the Principal may prevent attainment, or require modification, of any of the goals and/or indicators. In such circumstances, or where the Board or Superintendent is unwilling or unable to support the goals or indicators, either financially or in principle, the Board, Superintendent and the Principal will modify or delete any of the goals and indicators as appropriate.

3. OUTSIDE ACTIVITIES. The Principal shall confine his 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 Principal shall be permitted to undertake writing, teaching and speaking engagements. Any consulting work undertaken by the Principal for compensation must be accomplished on the 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 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 Principal each contract year that this contract is in effect, in accordance with the requirements of State law and the evaluation program for administrators in the School District. Provided, however, that any failure to evaluate or assess the performance of the Principal as provided herein shall not preclude the Principal's suspension (with or without pay) or termination hereunder.

This evaluation and assessment shall be reasonably related to the position description of the Principal and the goals and objectives of the Board for the period in question. To the extent permitted by law, the Superintendent and 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. LICENSURE. The Principal shall hold and maintain in force at all times during the term of this contract, a valid Illinois professional educator license with the required administrative endorsements for the Principal's service under this contract.

6. SALARY. The Board, as compensation for the duties set forth in this contract, shall pay the Principal a salary of \$187,397.10 for the time period of July 1, 2019, through June 30, 2020 (the salary is equal to his 2018-19 salary, increased by the 12-month CPI-U percentage reported for the calendar year period ending December 31, 2017). EXCEPT TO THE EXTENT LIMITED OR PROHIBITED BY SECTION 8 OF THIS CONTRACT, the Board shall thereafter pay the Principal a salary for the remaining term of this contract as follows:

- A. For the time period of July 1, 2020 – June 30, 2021 the Principal shall receive a salary equal to his 2019-20 salary, increased by the 12-month CPI-U percentage reported for the calendar year period ending December 31, 2018.

- B. For the time period of July 1, 2021 – June 30, 2022 the Principal shall receive a salary equal to his 2020-2021 salary, increased by the 12-month CPI-U percentage reported for the calendar year period ending December 31, 2019.
- C. For the time period of July 1, 2022 – June 30, 2023 the Principal shall receive a salary equal to his 2021-2022 salary, increased by the 12-month CPI-U percentage reported for the calendar year period ending December 31, 2020.
- D. For the time period of July 1, 2023 – June 30, 2024 the Principal shall receive a salary equal to his 2022-2023 salary, increased by the 12-month CPI-U percentage reported for the calendar year period ending December 31, 2021.

The salaries set forth in Sub-sections 6.A through 6.D above shall not require any further or additional action by the Board, and shall not be considered an amendment, nor shall it be deemed that the Board and the Principal have entered into a new contract or that the termination date of this contract has been extended.

Salary shall be payable in 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 otherwise adjust the Principal's salary during the term of this contract, provided that said adjustment shall not reduce the amount of salary then paid to the Principal, EXCEPT AS SET FORTH IN SECTION 8 BELOW.

7. VACATION, SICK LEAVE, BENEFITS AND OTHER COMPENSATION.

A. VACATION. The 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. EXCEPT TO THE EXTENT LIMITED OR PROHIBITED BY SECTION 8 BELOW, the Principal may annually exchange up to five (5) unused vacation days remaining as of June 15 of each contract year for payment in lieu of using those vacation days; the vacation days so exchanged will be paid to the Principal on a per diem basis (1/260) in July of each year. Any other unused vacation days remaining from the prior year as of December 1st shall be forfeited and shall not be taken, compensated or considered as accumulated. The parties agree that the terms of this paragraph provide the 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 Principal of its terms.

B. SICK LEAVE. The Principal shall have the same number of paid sick leave days as provided to the School District's teachers, including personal days that can be used as sick leave, notwithstanding any Board policy, practice or precedent to the

contrary.

C. **LONG-TERM DISABILITY.** The Board shall, at its sole expense, provide long-term disability insurance for the Principal, provided the 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 Section 6 of this contract, when coordinated with TRS disability insurance benefits and any other benefits to which the Principal may be entitled and shall insure the Principal for the performance of his 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 Principal may elect to receive ownership of such insurance; provided, in that event, he shall be required to pay all subsequent premiums therefor at his sole expense.

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

E. **CONTRIBUTIONS TO TEACHERS' RETIREMENT SYSTEM.** In addition to the annual salary set forth above, the Board shall pick-up and pay each year during the term hereof 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 Principal to TRS on the 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 by the Board shall be paid by the Board in lieu of contributions by the Principal. The Principal shall not have the option of choosing to receive directly the amounts contributed to TRS by the Board on the Principal's behalf, nor any right or claim to the contributions to TRS except as such may subsequently become available pursuant to the provisions of the Illinois Pension Code and TRS rules and regulations.

F. **LIFE INSURANCE.** The Board shall provide for group term life insurance from the Board's insurer in the face amount of two (2) times the Principal's annual salary during the term of this contract (not to exceed a face amount of Five Hundred Thousand [\$500,000.00] Dollars), with the full cost of the premium paid by the Board, provided the Principal meets the ordinary qualification requirements of the Board's insurer. The Principal shall also have the option, if provided by the Board's insurer, to purchase, at his 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 (\$500,000.00) Dollars.

G. **HEALTH AND DENTAL INSURANCE.** The Board shall provide, for the Principal and members of 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 commonly referred to as Plan B. 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 Principal shall be responsible for the balance of such premiums.

H. FLEXIBLE SPENDING PLAN. The 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 effective July 1, 2000, as same may be amended from time to time. The Principal's participation in said plan shall not require the payment of any additional or other compensation to the Principal by the Board.

I. OTHER BENEFITS. The Principal shall be allowed such other privileges, leaves, and fringe benefits not specifically enumerated as are extended to all other certificated personnel, upon the same terms and conditions as same are so extended.

8. LIMITATION ON COMPENSATION. Notwithstanding any provision of this contract, or any other agreement, contract, incentive, policy, practice or precedent to the contrary, in no event will the Principal be eligible for or entitled to the receipt of any salary or compensation increase, incentive or benefit during the term of this contract, or any extension thereof, that would cause his total TRS-creditable compensation, salary and fringe benefits, as defined by TRS ("total TRS-creditable compensation") to increase by more than three percent (3%) over his prior year's total TRS-creditable compensation, or the maximum amount which would not require the payment of any employer or employee contribution, penalty or other payment to any State pension or retirement system or the State of Illinois. Execution of this contract by the Principal includes his acknowledgement and agreement to the foregoing limitation. The total compensation received by the Principal as set forth in this contract and limited by this provision constitutes the entire compensation, salary and benefits paid to the Principal by the Board. The Principal, in further consideration of his receipt of such total compensation, agrees to waive and otherwise forgo the receipt of any such increase, incentive or benefit that would cause his total TRS-creditable compensation for any year during 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 but may be decreased for sufficient cause or in order to comply with the requirements of any subsequently enacted applicable law or regulation. Any such decrease in salary or benefits shall not be considered an amendment nor shall it be deemed that the Board and the Principal have entered into a new contract, or that the termination date of this contract has been extended.

9. EXPENSES. The Board shall reimburse the Principal for reasonable and proper expenses incurred by the Principal in the continuing performance of his duties under this contract, including intra-district travel, in an amount not to exceed the amount budgeted by the Board, upon the submission to and approval of such expenses by the Board.

10. TENURE. By accepting this contract, the Principal waives any rights to acquire tenure in the School District under Sections 24-11 through 24-16 of the School Code, as may be amended from time to time, for the term of the contract.

11. TERMINATION OF EMPLOYMENT CONTRACT.

This contract may be terminated by:

A. Mutual agreement of the parties.

B. Disability of the Principal. The Board may terminate this contract during its term by written notice to the Principal at any time after the Principal has exhausted any accumulated sick leave and such other leave as may be available and is permanently disabled or has been absent from the Principal's employment for whatever cause for an additional continuous period of ninety (90) days. All obligations of the Board shall cease upon such termination, except as provided in Section 7.C of this contract.

C. Discharge for Cause. During the term of this contract, the Principal may be discharged for cause, which shall mean conduct which is seriously prejudicial to the Board, including, but not limited to, breach of this contract, the Principal's material failure to achieve the performance goals set forth herein (subject to the factors and circumstances set forth in the last paragraph of Section 2 of this contract), or any cause set forth in Section 10-22.4 of the School Code.

Notice of discharge for cause shall set forth specific reasons and shall be given in writing. Within five (5) days of receipt of the notice of discharge, the Principal may request, in writing, a hearing before the Board, which shall be in closed session. If no hearing is timely requested, the termination shall become effective on the date specified in the Board's notice. If the Principal requests such a hearing and chooses to be accompanied by legal counsel at such hearing, the Principal shall bear any costs therein involved. At the conclusion of any hearing, the Board shall determine whether or not to terminate this contract and the Principal's employment, and the Principal shall be provided a written decision describing the results of the hearing.

In the event that the Board offers to terminate the contract by paying the amount specified in paragraph 11. D, the requirement of cause and the hearing before the Board is hereby waived by the Principal.

D. Termination by Board of Education. The Board may, at its option, and by a minimum of ninety (90) days' notice to the Principal terminate this contract during its term without cause. In the event of such termination, the Board shall pay to the Principal, as severance pay, an amount equal to twenty weeks' salary at the Principal's then-effective salary rate, under Section 6 of this contract.

The provision of severance pay is prohibited if the Principal has been fired for misconduct by the Board.

E. Termination by the Principal. The Principal may, at the Principal's option, and by a minimum of ninety (90) days' notice to the Board, terminate this contract during its term. In the event of such termination, the Principal shall pay to the Board, not as a penalty but solely as liquidated damages, Fifteen Thousand Dollars (\$15,000.00), which relate to all the aggregate costs to the Board of the search to obtain the Principal's successor and any interim replacement. The payment of liquidated damages by the Principal under this paragraph shall be the Board's exclusive remedy for any claims of breach of this contract due to the Principal's termination.

F. Death of the Principal.

Nothing shall prohibit the Board from suspending the Principal with or without pay pending completion of the requirements of this section. After the effective date of dismissal, the Principal shall not be entitled to compensation or benefits of any kind under this contract, except that the Principal shall be entitled to any vested benefits payable under the rules of the Illinois Teachers' Retirement System.

12. EXTENSION OR NONRENEWAL. A decision on this contract's extension, revision or non-renewal will be made by the Board no later than April 1, 2024, or the then-effective final contract year if this contract is extended. Failure to so act on this contract's extension or revision or to provide a written notice of non-renewal in accordance with the requirements of this contract and the School Code, shall automatically extend this contract for one (1) additional year under the same terms and conditions of employment in effect at the time, or at the Board's option, payment of twenty weeks' salary and benefits only; provided however, that the provision of such salary and benefits is prohibited if the Principal has been fired for misconduct by the Board. Notwithstanding anything contained in this contract to the contrary, this contract shall not be extended or rolled-over prior to its scheduled expiration date (as stated in Section 1 of this contract) unless all of the student performance and academic improvement goals contained in this contract have been met.

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

14. MISCELLANEOUS.

A. The Board agrees that it shall defend, hold harmless, and indemnify the Principal from any and all demands, claims, suits, actions and legal proceedings brought against the Principal in his individual capacity, or in his official capacity as agent and employee of the School District, provided the incident arose while the Principal was acting within the scope of his 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 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 Principal receives, 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 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 text 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 its counsel respecting the legal liabilities of the parties, if any. The 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 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, IL 60101

With a copy to:

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

If to the Principal:

Daniel Krause c/o
DuPage High School District 88
2 Friendship Plaza, Addison, IL 60101

IN WITNESS WHEREOF, the Board caused this contract to be signed by its duly authorized officers and the Principal has approved and signed this contract effective on the day and year specified in Section 1 above.

Principal

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

By: _____
President, Board of Education

Attest:

Secretary, Board of Education