

**PRINCIPAL'S
EMPLOYMENT CONTRACT
FOR Jason Kucera**

AGREEMENT (“Agreement” or “Contract”) made this March 24, 2022, between the **BOARD OF EDUCATION OF WINFIELD SCHOOL DISTRICT NO. 34, DUPAGE COUNTY, ILLINOIS**, hereafter referred to as the "Board," and **Jason Kucera**, hereafter referred to as the "PRINCIPAL.”

A. EMPLOYMENT AND COMPENSATION

1. Salary and Term of Employment. The Board hereby employs the PRINCIPAL for three (3) years, commencing on July 1, 2022, and terminating on June 30, 2025, at an annual base salary of \$102,000 for the 2022-2023 Contract Year. For subsequent Contract Years, the Board shall determine the annual salary, provided that such annual salary shall be no less than the prior Contract Years’ annual salary. The payments for each Contract Year shall be in equal installments in accordance with the Board’s rules governing payments for other administrative staff members in the School District. The term “Contract Year” shall refer to each period under this Contract commencing on July 1 and ending on June 30. The PRINCIPAL hereby accepts employment upon the terms and conditions hereafter set forth.

2. Teachers’ Retirement System and Health Insurance Security Fund. In addition to the annual salary and other compensation stated in this Contract, the Board shall pick up and pay on behalf of the PRINCIPAL his/her required member contributions on all creditable earnings to the State of Illinois Teachers’ Retirement System (“TRS”) and the Teachers’ Health Insurance Security Fund (“THIS”). The PRINCIPAL shall not have any right or claim to these amounts, except as they may become available at the time of retirement or resignation from the TRS and THIS. Both parties acknowledge that the PRINCIPAL did not have the option of choosing to receive the contributed amounts directly instead of having such contributions paid by the Board to the TRS and THIS, and further acknowledge that such contributions are made as a condition of employment to secure the PRINCIPAL’s future services, knowledge and experience. Except as provided in this paragraph, the PRINCIPAL does not have the right to receive payment for any amounts that would have been contributed to the TRS or THIS by the Board on his/her behalf had the PRINCIPAL’s required contributions not been limited by TRS or THIS due to the application of an established limit for contributions to the pension plan or due to a refund of an overpayment of contributions because of a decrease in the applicable member rate, if any.

However, if legislation is enacted after the effective date of this Contract that limits the employer’s ability to perform its obligations under this paragraph, the Board shall pay the difference to the PRINCIPAL as salary to the extent the Board’s total cost for salary and pick up of the TRS and THIS contribution equals the Board’s total cost before enactment of such legislation. The implementation of the payment referenced herein shall be in implementation of this provision of this Contract and shall not constitute or require an amendment to this Contract.

3. **Creditable Earnings.** The parties hereby agree that the Board makes no representations regarding the creditable earnings status with respect to any compensation received by the PRINCIPAL pursuant to the terms of this Contract. Any and all determinations regarding creditable earnings, creditable service, and related TRS issues shall be made by TRS and, where applicable, a court of competent jurisdiction.

B. CONDITIONS OF EMPLOYMENT

1. **Professional Educator License.** During the term of this Contract, the PRINCIPAL shall hold and maintain a valid and properly registered license with necessary endorsements as issued by the Illinois State Educator Preparation and Licensure Board qualifying him/her to act as a Principal in the School District.

2. **Medical Examination.** As a required condition of employment for new employees, and prior to commencing duties under this Contract, the PRINCIPAL shall submit to a physical examination by a physician licensed in Illinois to practice medicine and surgery in all its branches, and shall provide the Board with evidence of physical fitness to perform duties assigned and freedom from communicable disease pursuant to paragraph 24-5 of the *School Code*. The PRINCIPAL shall further submit, at Board expense, to a physical or mental examination by a physician licensed in Illinois to practice medicine and surgery in all its branches whenever the Board deems such examination necessary and in accordance with applicable law. As a condition of employment, the PRINCIPAL also agrees to comply with all health requirements established by law

3. **Waiver of Tenure.** The PRINCIPAL acknowledges that, pursuant to the *School Code*, he/she waives all rights to tenure in the School District only for the term of this multi-year Contract and any extension thereof.

4. **Employment Representations.** The PRINCIPAL represents that he/she is not under contract with any other school district for any portion of the term covered by this Contract beginning July 1, 2022. The PRINCIPAL further represents that all information provided to the School District in the process of application for employment was true, accurate and complete. The PRINCIPAL understands that the Board has relied on the information the PRINCIPAL provided to the School District in the application process in making its decision concerning employment. As such, the Board reserves the right to terminate this Contract in the event any of the information the PRINCIPAL provided to the School District is untrue, inaccurate or demonstrably incomplete.

5. **Compliance with Law.** The PRINCIPAL shall comply with all rules, regulations and orders of the Board and all provisions of the *School Code* and all other relevant local, state, and federal laws and statutes.

6. **Criminal Background Investigation.** As a required condition of employment for new employees, the PRINCIPAL shall authorize a criminal background investigation by the

Board, pursuant to the *School Code* and a DCFS Child Abuse Registry background investigation. The PRINCIPAL acknowledges that this Contract is contingent upon the Board deeming acceptable the results of the criminal background investigation, the DCFS Child Abuse Registry check, a Statewide Sex Offender Database check, and a Statewide Murderer and Violent Offender Against Youth Database check. The PRINCIPAL understands that the Board has relied on the information the PRINCIPAL provided to the District in the application process in making its decision concerning employment and that the Board reserves the right to terminate this Contract in the event any information the Principal provided to the District during the application process is untrue, inaccurate, or demonstrably incomplete.

C. **BENEFITS**

1. **Automobile Reimbursement.** As it is expected that the PRINCIPAL shall be required to incur travel expenses associated with the usage of the PRINCIPAL'S automobile for business related to the School District, the Board shall reimburse the PRINCIPAL at the maximum IRS allowable mileage rate for all School District related travel. Itemization shall be made by the PRINCIPAL of all expenses incurred for mileage. The Board's reimbursement under this paragraph shall be subject to and in accordance with the Board's travel expense reimbursement policy, if applicable, and applicable law.

2. **Reimbursement of Business Expenses.** The Board shall reimburse the PRINCIPAL in accordance with Board policies and procedures for reasonable monthly expenses incurred in the performance of the PRINCIPAL'S duties. Itemization shall be made by the PRINCIPAL of all expenses incurred in accordance with the regulations of the *Internal Revenue Code*, as amended. Reimbursement is subject to the Board's expense reimbursement policy and procedures.

3. **Insurance.** The Board will provide the PRINCIPAL with the following Board-paid benefits:

- a. Fully paid single or family hospitalization/medical insurance and dental insurance, as provided under any group program effective in the School District;
- b. Liability indemnification and protection, as provided under the School District's liability insurance policies;
- c. Term life insurance, in the amount of the PRINCIPAL'S annual salary, subject to all eligibility conditions of the School District's group program carrier; and
- d. An annual physical exam at a cost not to exceed \$500 or the School District's insurance deductible, whichever is less.

If, at any time during the term of this Contract, the Board's payment of insurance premiums is deemed to constitute a discriminatory or otherwise impermissible benefit under law or regulation or other official guidance subjecting the Board to potential penalties, fines, fees, employee benefit plan failures or new or increased tax or accessible payments, then the Board may, in its discretion, determine to modify its payment for such insurance and make a corresponding increase in the PRINCIPAL'S salary or other compensation to offset the diminished cash value, if any, of the change in such insurance premium benefit.

5. Vacation. The PRINCIPAL shall be entitled to a paid vacation of twenty (20) working days in each Contract Year, provided, however, that any vacation time in excess of five (5) consecutive school days shall be mutually agreed upon by the PRINCIPAL and the Superintendent. Vacation must be taken within the Contract Year granted or will be lost and unavailable for use or payment; provided, however, that up to five (5) vacation days may be carried over for use in the next Contract Year with the written approval of the Superintendent. At no time may the PRINCIPAL have available for use more than twenty-five (25) days of vacation. The PRINCIPAL shall also be entitled to all legal and school holidays as designated on the School District calendar. Winter, Spring, and Summer recess periods shall constitute working days unless specifically scheduled and credited toward the vacation days listed above. The Board shall not pay the PRINCIPAL for any accrued, unused vacation days unless payment is required by law. At the termination of this Contract, any required vacation payment shall be made after the PRINCIPAL'S receipt of his/her final paycheck for regular earnings and after his/her last day of service. The Board may require the PRINCIPAL to use his/her vacation days prior to Contract termination.

6. Sick and Personal Leave. The PRINCIPAL shall be granted paid sick leave, as defined in Section 24-6 of the *School Code*, in the same amount as the normal annual allotment provided the teachers under the Collective Bargaining Agreement between the Board and the Winfield Teachers' Association ("CBA"), which may be accumulated to a maximum of three hundred and fifty-five days (355) days. The PRINCIPAL shall be granted paid personal leave in the same amount as and pursuant to the same terms of use as personal days are provided the teachers under the CBA.

7. Professional Organizations. Subject to prior approval of the Superintendent, the school district shall pay for all dues and membership fees to a reasonable number of professional organizations to which the PRINCIPAL belongs.

8. Professional Meetings Attendance. The PRINCIPAL is expected to attend appropriate professional meetings at the local and state levels and, subject to prior Board approval, at the national level. All reasonable expenses incurred shall be paid by the Board in accordance with the Board's travel expense reimbursement policy, if applicable, and applicable law.

9. Annuities and Deferred Compensation. From the annual salary stated in paragraph A.1 of this Contract, the PRINCIPAL may (1) annually defer compensation pursuant to and in accordance with the terms of an eligible deferred compensation plan as described in

Section 457(b) of the *Internal Revenue Code* if adopted by the Board, and/or (2) authorize a salary reduction in order that the Board may purchase a 403(b) eligible product for the PRINCIPAL as described in Section 403(b) of the *Internal Revenue Code*, in accordance with the Board's 403(b) Plan if offered, and provided that the PRINCIPAL confirms that any deferrals and/or reductions are within *Internal Revenue Code* limitations.

D. POWERS AND DUTIES

1. Duties. The PRINCIPAL shall supervise the operation of attendance centers as the Board shall determine necessary and shall have as the PRINCIPAL'S primary responsibility the improvement of instruction. The PRINCIPAL shall also assume administrative responsibilities and instructional leadership, under the supervision and direction of the Superintendent and in accordance with the laws of the State of Illinois and the policies, rules, and regulations of the Board, for the planning, operation and evaluation of the educational program of the PRINCIPAL assigned attendance area.

The PRINCIPAL shall submit recommendations, as requested, to the Superintendent concerning the appointment, retention, promotion, and assignment of all personnel assigned to the PRINCIPAL'S attendance center and shall keep such other registers, records and reports as may be directed by the Superintendent and the Board or required by law. The PRINCIPAL shall be responsible for all obligations contained in the official job description for District PRINCIPALS, including the discipline of students in accordance with the requirements of the *School Code* and Board policy. The PRINCIPAL shall also have the responsibility to utilize resources of proper law enforcement agencies when the safety and welfare of students and staff are threatened by illegal use of drugs and alcohol. The PRINCIPAL shall be responsible for, and deemed to have knowledge of, all of the policies and rules and regulations established by the Board and shall comply with their requirements. The PRINCIPAL shall also perform such other duties as from time to time may be assigned to the PRINCIPAL by the Superintendent or the Board, or as required by law.

During the term of this Contract, the Board, in its sole discretion, may assign alternate duties to and/or transfer the PRINCIPAL to another position in the District, provided the PRINCIPAL'S salary and benefits afforded under this Contract are not reduced.

2. Extent of Service. The PRINCIPAL shall devote his/her entire time, attention, and energy to the fiscal and facility operations of the School District and related professional activities. With the permission of the Board, the PRINCIPAL may attend university courses, seminars, or other professional growth activities; serve as a consultant to another district or educational agency for a short-term duration without loss of salary; lecture and engage in writing activities and speaking engagements. The PRINCIPAL may not jeopardize the functioning of the School District by any lengthy and conspicuous absence for such professional activities. The Board hereby acknowledges that the PRINCIPAL may keep any honorarium provided for these activities.

3. Performance Goals and Indicators. In accordance with the requirements of Section 10-23.8a of the *School Code* for multi-year employment contracts, the parties agree that performance goals for the PRINCIPAL have been established with respect to student performance and academic improvement. Annually, the PRINCIPAL shall (1) evaluate student performance, including, but not limited to, student performance in standardized tests such as the Illinois Standardized Tests, successful completion of the curriculum, and attendance drop-out rates; (2) review the curriculum and instructional services; and (3) report to the Superintendent

on his/her findings as to: (a) student performance; and (b) his/her 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 10-23.8a of the Illinois School Code.

The Board reserves the right, with input from the Superintendent and the PRINCIPAL, to modify or replace these performance goals in any Contract Year and/or to establish additional annual goals for the PRINCIPAL that are not intended to be performance goals within the meaning of the *School Code*. The Board's or Superintendent's decision to add or revise additional annual goals shall be in implementation of this provision of this Contract and shall not constitute or require an amendment to this Contract.

E. RENEWAL, EXTENSION, AND AMENDMENT OF CONTRACT

1. Non-Renewal. In the event the Board determines not to renew or extend the employment of the PRINCIPAL, this Contract shall expire at the end of the term set forth in paragraph A.1, unless it is terminated prior to this date pursuant to Section F of this Contract. The PRINCIPAL shall receive notice of intent not to renew his/her employment in accordance with the applicable requirements of the *School Code*, including the reclassification provisions of Section 10-23.8b.

2. Renewal and Extensions. Prior to the end of any year of this Contract, the Board and PRINCIPAL may mutually agree to renew or extend the employment of the PRINCIPAL for a multi-year period, provided that the performance goals and indicators set forth in paragraph D.3 of this Contract have been met. In such event, the Board shall take specific action to discontinue this Contract and enter into a new multi-year contract of employment.

3. Amendment. Other than as provided herein, any adjustment or modification made during the life of this Contract shall be in the form of a written amendment and shall become a part of this Contract, but such adjustment or modification shall not be construed as a new contract with the PRINCIPAL or as an extension of the termination date of this Contract.

F. TERMINATION

- 1. Grounds for Termination.** This Contract may be terminated during its term by:
- a. Mutual agreement;
 - b. Permanent disability (inability to perform essential job functions with or without accommodation) (the PRINCIPAL shall be considered permanently disabled if (a) his/her condition no longer qualifies as a "temporary illness or incapacity" because he/she is absent for a continuous period of ninety (90) calendar days after the exhaustion of all available leave; (b) he/she presents to the Board a physician's statement certifying that he/she is permanently disabled or incapacitated; or (c) the Board

deems the PRINCIPAL permanently disabled after a Board-required physical or mental examination. All obligations of the Board shall cease should the PRINCIPAL become permanently disabled, and the Board may, at its option, terminate the PRINCIPAL'S employment after providing the PRINCIPAL with an opportunity for a hearing before the Board on the issue of disability if he/she so requests);

- c. Discharge for cause;
- d. Death of the PRINCIPAL; or
- e. Board determination of irreconcilable differences with the PRINCIPAL.

2. Cause. Discharge for cause shall be for any conduct, act, or failure to act by the PRINCIPAL that, in the sole discretion of the Board, is detrimental to the best interests of the School District. Reasons for discharge for cause shall be given in writing to the PRINCIPAL, who shall be entitled to notice and a hearing before the Board to discuss such causes. If the PRINCIPAL chooses to be accompanied by legal counsel, he/she shall bear any costs involved with this representation. The Board hearing shall be conducted in executive session.

G. EVALUATION

By June 30 of each Contract Year, the PRINCIPAL'S performance shall be appraised by the Superintendent and a written evaluation of that performance given to the PRINCIPAL. As required under the *School Code*, the Superintendent shall evaluate the PRINCIPAL in his/her administration of school board fiscal and facilities policies and his/her stewardship of the assets of the School District. The PRINCIPAL'S progress toward and attainment of the performance goals set forth in paragraph D.3 of this Contract may also be assessed. After such evaluation, the parties may schedule a meeting to review the evaluation and determine, if necessary, the terms and conditions of, and the performance goals for, the continued future employment of the PRINCIPAL.

H. MISCELLANEOUS

1. Notice. Any notice required to be given under this Contract shall be deemed sufficient if it is in writing and sent by mail to the last known residence of the PRINCIPAL, the Superintendent and the President of the Board at the administrative office of the School District, as the case may be.

2. Savings Clause. If any portion of this Contract is deemed illegal due to conflict with State or Federal law, the remainder of the Contract shall remain in full force and effect; further, this Contract does not constitute any obligation either written or implied for re-employment beyond the term set forth herein.

3. Applicable Law. This Contract has been executed in the State of Illinois and shall be governed in accordance with the laws of Illinois in every respect. Any disputes, claims or lawsuits related to this Agreement or any other aspect of the PRINCIPAL'S employment shall be filed and/or otherwise resolved in the Circuit Court of DuPage County.

4. **Headings and Numbers.** Paragraph numbers and headings have been inserted for convenience of reference only, and if any conflict exists between the headings or numbers and the text of this Contract, the text shall control.

5. **Counterparts.** 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.

6. **Advice of Counsel.** Both parties have had the opportunity to seek advice of counsel concerning the drafting and terms of this Agreement.

7. **Entire Agreement.** This Contract and all of its provisions are contractual in nature and set forth the entire agreement between the parties and supersede all prior agreements and any other understandings or statements made to the parties pertaining to the subject matter, terms and conditions of this Contract. The parties agree that there are no other agreements, provisions, terms, conditions, warranties or representations, whether expressed or implied, other than those expressly set forth in this Contract.

8. **Additional Acknowledgments.** The Board and PRINCIPAL hereby agree that they have knowingly and voluntarily entered into this Contract, that they have had sufficient time in which to consider this Contract before signing it, and that they have read this Contract prior to its execution. The parties further agree that this Contract has been drafted jointly and that there shall be no presumption against any one party as the drafter.

IN WITNESS WHEREOF, the parties have executed this Contract this ___ day of _____ 2022, upon formal approval by the Board at a duly convened meeting held this same date.

PRINCIPAL

BOARD OF EDUCATION,
WINFIELD SCHOOL DISTRICT
NO. 34, DUPAGE COUNTY, ILLINOIS

President

ATTEST:

Secretary