

SUPERINTENDENT'S EMPLOYMENT CONTRACT (2026-2029)

THIS AGREEMENT is made on December ____ 2025, between **JOHN PRICE** ("Superintendent") and the **BOARD OF EDUCATION OF INDIAN PRAIRIE COMMUNITY UNIT SCHOOL DISTRICT NO. 204, DUPAGE AND WILL COUNTIES, ILLINOIS** ("the Board") (collectively, "the parties").

A. EMPLOYMENT AND COMPENSATION

1. Salary and Term of Employment. The Board employs the Superintendent for a multi-year period of three (3) years, commencing on July 1, 2026, and terminating on June 30, 2029. For the 2026-2027 contract year, the Superintendent will be paid a base salary of Three Hundred Thirty-Five Thousand and No/100 Dollars (\$335,000.00). The base salary for subsequent contract years under this Contract will increase by the percentage increase awarded to the District's teachers for BA Step 1 for the corresponding school year, as reflected in the then-current collective bargaining agreement between the Board and the Indian Prairie Education Association (IPEA), including any subsequent increases that may be agreed upon by the Board and IPEA for the applicable school year.

"Contract years" under this Contract are from July 1 through the following June 30. The Superintendent's salary will be payable in equal installments in accordance with the rules of the Board governing payments of other administrative staff members in the District. The Parties acknowledge and agree that this Contract is a performance-based multi-year contract as provided for and defined in Section 10-23.8 of the Illinois *School Code*. The Superintendent accepts employment upon the terms and conditions set forth in this Contract.

2. Teachers' Retirement System and Health Insurance Security Fund. In addition to the annual salary stated in Section A.1 and all other creditable earnings within the Contract, the Board will pick up and pay on behalf of the Superintendent to the State of Illinois Teachers' Retirement System ("TRS") and the Teacher Health Insurance Security Fund ("THIS") the Superintendent's required member contributions on creditable earnings to the defined-benefit pension plan and health fund. The Superintendent has no 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 Superintendent 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 Superintendent's future services, knowledge, and experience. The Superintendent 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 behalf had the Superintendent's required contributions not been limited by TRS or THIS due to the application of the established limit for contributions to the pension plan (e.g., Tier II) or due to a refund of an overpayment of contributions because of a decrease in the applicable member rate, if any.

3. Creditable Earnings. The Board makes no representations regarding the creditable earnings status of any compensation received by the Superintendent pursuant to the terms of this Contract. Any and all determinations regarding creditable earnings, creditable service, and related TRS issues will 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, and as a condition of continued employment, the Superintendent must hold and maintain a valid and properly registered professional educator license issued by the Illinois State Educator Preparation and Licensure Board, with the necessary endorsement(s) qualifying him to act as the Superintendent in the District. The Superintendent also must satisfy any other license renewal and training and prequalification requirements necessary to enable him to legally evaluate licensed staff members.

2. Medical Examination. The Superintendent will 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. The Superintendent also agrees to comply with all health requirements established by law.

3. Waiver of Tenure. The Superintendent acknowledges that, pursuant to the Illinois *School Code*, he waives all rights to tenure in the District during the term of this multi-year Contract.

4. Employment History Review. This Contract is contingent upon the following. The Superintendent must undergo an employment history review in accordance with *School Code* Section 22-94, and the results must be satisfactory to the Board. In the event that the Superintendent fails to comply with the employment history review requirements, or the results of the review are not satisfactory to the Board, the Board may declare this Contract null and void.

5. Criminal History Records Check. This Contract is contingent upon the following. By July 1, 2026, the Superintendent must submit to a fingerprint-based criminal history records check in accordance with *School Code* Section 10-21.9. The results of the check must be satisfactory to the Board. In the event that the Superintendent fails to submit to the required fingerprint-based criminal history records check, or the results of the check are not satisfactory to the Board, the Board may declare this Contract null and void.

6. Database Checks. As required under Section 10-21.9 of the Illinois *School Code*, the Superintendent further acknowledges that this Contract is contingent on the Board deeming acceptable the results of checks of the Statewide Sex Offender Database and the Statewide Murderer and Violent Offender Against Youth Database as such checks are periodically required by law. The Board reserves the right to terminate this Contract should any required check or periodic re-check result in the Superintendent being deemed by the Board (in accordance with applicable law) unacceptable to work in the District.

7. Employment Representations. The Superintendent represents that he will not be under contract with any other employer, including but not limited to school districts or cooperatives, for any portion of the term covered by this Contract. The Superintendent further represents that all

information provided to the District in the process of application for employment was true and complete. The Superintendent understands that the Board relied on the information the Superintendent 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 if any information the Superintendent provided to the District during the application process is untrue, inaccurate, or demonstrably incomplete.

C. BENEFITS

1. Travel Expenses. The Superintendent will be responsible for his own automobile travel expenses in connection with his official duties (including in- and out-of-District travel and attendance at a reasonable number of professional association conferences). The Superintendent is not entitled to reimbursement for in- or out-of-District travel unless specifically and separately allowed by the Board of Education.

2. Reimbursement of Business Expenses (not including travel). The Board will reimburse the Superintendent in accordance with District procedures for reasonable expenses incurred in the performance of his duties. The Superintendent will itemize and substantiate all expenses incurred pursuant to this provision in accordance with the Board's expense reimbursement policy and procedures and the regulations of the *Internal Revenue Code*, as amended.

3. Cell Phone. The Board has determined that, by virtue of his job duties, the Superintendent needs to be immediately reachable by the Board and other District administrators and staff in the event of emergencies outside normal work hours and/or when the Superintendent is away from the District. Accordingly, the Board will provide a cell phone or cell phone allowance in accordance with District procedures. For any cell phone allowance, the Board makes such payments for a business purpose, and not for purposes of compensation of the Superintendent; however, the Superintendent may use the phone for both District and personal business in accordance with IRS guidelines. Upon termination or expiration of this Contract, the Superintendent will provide all data related to the District on the Superintendent's cell phone. The Superintendent hereby understands and acknowledges that District information contained on his cell phone may be the District's property and may be subject to a FOIA request. The Board or its designee may request the electronic data related to the District on the Superintendent's cell phone, and the Superintendent will retain and promptly provide the requested information.

4. Insurance. The Board will provide the Superintendent with the following insurance benefits during the term of this Contract, to the extent he chooses to enroll:

- a. Individual or family hospitalization/medical insurance, on the same terms and conditions applicable to other certificated staff;
- b. Individual or family dental and vision insurance, on the same terms and conditions applicable to other certificated staff;
- c. Long-term disability insurance, on the same terms and conditions applicable to other certificated staff;

- d. Accidental death and dismemberment insurance, on the same terms and conditions application to other certificated staff; and
- e. Term life insurance, in the amount of \$500,000, as provided under any group program effective in the District and subject to all eligibility conditions of the group program carrier.

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

5. Vacation. The Superintendent is entitled to paid vacation of 20 working days in each contract year, credited to the Superintendent on July 1 of each contract year. Any vacation time of more than two (2) consecutive school days is subject to mutual agreement by the Board President and the Superintendent. Vacation must be taken within the twelve-month contract year in which it was earned. Any unused vacation days will be lost and not available for use or payment, except that the Board will pay the Superintendent for up to ten (10) unused vacation days at the end of each contract year at his per-diem rate, which will be calculated on the basis of the established District practice for vacation cash-in. Without use of vacation days, the Superintendent also is entitled to pay for all legal holidays as designated on the District calendar. Winter, Spring, and Summer breaks are workdays unless specifically scheduled and deducted from the vacation days listed above. If any earned vacation days must be paid to the Superintendent upon his resignation/termination and departure from the District, the payment required by law will be made after the Superintendent's last day of service and after his receipt of final paycheck for regular earnings and, as such, is not intended to be part of the Superintendent's creditable earnings for that contract year.

6. Sick and Personal Leave. The Superintendent is granted sick leave, as defined in Section 24-6 of the *School Code*, on the same terms as regularly employed teachers under the then-current collective bargaining agreement between the Board and the IPEA, to a maximum accumulation of 340 days. The Superintendent will be granted an additional three (3) days of personal leave annually which, if not used for personal reasons, may be used or accumulated as sick leave.

7. Professional and Civic Organization Fees, Professional Development. The Board will pay the cost of the Superintendent joining and maintaining membership in AASA, IASA, LUDA, and, with prior Board approval, other appropriate professional and civic organizations. The Superintendent is to engage in professional development activities as appropriate, and the Board will pay for fees and appropriate expenses for participation in such activities, within the confines of the appropriation for such activities in the annual District budget and pursuant to Board Policy.

8. Professional Meetings Attendance. The Superintendent is expected to attend appropriate professional meetings at the local and state levels, and with prior Board approval, national levels. All reasonable expenses actually and necessarily incurred by the Superintendent will be paid by the Board in accordance with the Board's travel (for non-automobile transportation, if applicable) and expense reimbursement policy and procedures and applicable law.

9. Tax-Sheltered Annuities and Custodial Accounts. From the annual salary stated in Section A.1 of this Contract, the Superintendent 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, or (2) authorize a salary reduction in order that the Board may purchase a 403(b)-eligible product for the Superintendent as described in Section 403(b) of the *Internal Revenue Code*, in accordance with the Board's 403(b) Plan if offered and the *Internal Revenue Code*, and provided that the Superintendent confirms that any deferrals and/or reductions are within *Internal Revenue Code* limitations. Nothing in this Contract limits the Superintendent's ability to participate in the TRS Supplementary Savings Plan (457(b) plan) at his own expense.

In addition to the annual base salary stated in Section A.1 and all other contributions to retirement plans within this Contract, on behalf of the Superintendent, and in accordance with the Board's 403(b) Plan, the Board will make a non elective employer contribution in the amount of Fifteen Thousand (\$15,000), contributed in a lump sum no later than July 31st of each Contract Year. The Superintendent does not have the option to choose to receive cash in lieu of any non-elective employer contributions. These non-elective employer contributions will be made only to the extent such contributions are within *Internal Revenue Code* limitations and provided the Board maintains a 403(b) Plan authorizing such contributions during the term of this Contract.

D. POWERS AND DUTIES

1. Duties. The Superintendent will have charge of the administration of the schools under the direction of the Board; he will be the chief executive officer for the Board; he will recommend the selection, retention, and dismissal of, and direct and assign, teachers and other employees of the District under his supervision; he will organize and direct the administrative and supervisory staff; he will make recommendations to the Board concerning the budget, building plans, location of sites, and the selection of textbooks, instructional material, and courses of study; he will direct the keeping of all records and accounts, and aid in the making of all reports, as required by the Board; he will recommend rules, regulations, and procedures deemed necessary for the welfare of the District; and, in general, he will perform all other duties incident to the office of the Superintendent as the Board may delegate to him or as required by law. The Superintendent is responsible for and deemed to have knowledge of all the policies, rules, and regulations established by the Board and will comply with their requirements.

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

2. Extent of Service. The Superintendent will devote his entire time, attention, and energy to the business of the District and related professional activities. With the permission of the Board President, the Superintendent 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; and lecture and engage in writing activities and speaking engagements. The Superintendent may not jeopardize the functioning of the District by any lengthy and conspicuous absence for such professional activities.

3. Performance Goals and Indicators. In accordance with the requirements of the Illinois *School Code*, the parties agree that performance goals for the Superintendent have been established with respect to student performance and academic improvement, including the indicators listed beneath the goals that will be used by the Board to measure the Superintendent's performance. The performance goals and criteria are set forth in Appendix A of this Contract.

The Board reserves the right, with input from the Superintendent, to modify or replace the performance goals and indicators in any contract year and/or to establish additional annual goals for the Superintendent that are not intended to be performance goals within the meaning of the *School Code*.

E. RENEWAL, EXTENSION, AND AMENDMENT OF CONTRACT

1. Non-Renewal. Notice of intent not to renew this Contract will be given to the Superintendent by the Board by December 1 of the contract year in which the Contract expires. This notice will be in writing and state the specific reason for non-renewal. Failure to provide timely notice of non-renewal will extend this Contract for one (1) additional school year. The Superintendent will notify the President and Secretary of the Board by November 1 of the contract year in which the Contract expires that failure of the Board to give the Superintendent said notice of intent not to renew will extend this Contract for one (1) additional school year. The failure of the Superintendent to give the required reminder notice to the Board constitutes a waiver of the obligation of the Board to give its notice of intent by December 1. Within 10 days after receipt of a notice of intent not to renew this Contract, the Superintendent may request a closed-session hearing on the dismissal.

2. Renewal and Extensions. Prior to the end of any year of this Contract, the Board and Superintendent may mutually agree to renew or extend the employment of the Superintendent, provided that the performance goals and indicators set forth in Section D.3 of this Contract have been met. In that event, the Board will take specific action to discontinue this Contract and enter a new contract of employment.

3. Amendment. Any salary or other adjustment or modification made during the life of this Contract will be in the form of a written amendment and will become a part of this Contract, but such adjustment or modification is not to be construed as a new contract with the Superintendent 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:

- a. By mutual agreement, in writing;
- b. Upon the Superintendent's permanent disability (inability to perform essential job functions with or without accommodation);
- c. Via discharge for cause;
- d. Upon the death of the Superintendent;
- e. For the Superintendent's failure to meet the student performance and academic goals in Section D.3 of this Contract;
- f. Unilateral termination by the Board; or
- g. Unilateral termination by the Superintendent.

2. Cause. For purposes of Section F.1.c of this Contract, "cause" means any conduct, act, or failure to act by the Superintendent that is detrimental to the best interests of the District; however, the Board will not call for discharge arbitrarily or capriciously. Reasons for discharge for cause will be given in writing to the Superintendent, who is entitled to notice and a hearing before the Board to discuss such causes. If the Superintendent chooses to be accompanied by legal counsel, he will bear any costs involved with this representation. The Board hearing will be conducted in executive session.

3. Unilateral Termination by the Board.

The Board may, at its option, and by a minimum of 200 days' notice given to the Superintendent, unilaterally terminate this Contract, without cause. In the event of such termination, the Board will pay to the Superintendent, as severance pay, the lesser of the following: (1) an amount equal to twenty (20) weeks of compensation, or (2) all of the aggregate compensation and the cash value of fringe benefits that the Superintendent would have received had this Contract been in force until the termination date set forth in this Contract. However, pursuant to the Illinois Government Severance Pay Act (5 ILCS 415/1, et seq.), no severance pay will be provided if the Superintendent is discharged for misconduct as defined in the Act.

4. Unilateral Termination by the Superintendent.

The Superintendent may, at the Superintendent's option, and by a minimum of one hundred eighty (180) days' prior written notice to the Board with an effective date at the end of the school year, unilaterally terminate this Contract during its term effective no earlier than June 30, 2027. In the event of such unilateral termination, the Superintendent will pay to the Board, as liquidated damages, the sum of Thirty Thousand Dollars (\$30,000.00), which sum relates to some of the aggregate costs to the Board of the search to obtain the Superintendent's successor and a portion of the cost of any interim replacement. In the event of unilateral termination with less than one hundred-eighty (180) days' notice or an effective date not at the end of the school year, the Superintendent will pay to the Board, as liquidated damages, Forty-Five Thousand Dollars (\$45,000.00), which sum relates to some of the aggregate costs to the Board of the search to obtain the Superintendent's successor and a portion of the cost of any interim replacement. The payment of liquidated damages by the Superintendent under this subsection will be the Board's exclusive remedy for any claims of breach of this Contract due to the Superintendent's unilateral termination.

G. EVALUATION

The Board and Superintendent agree that they will meet at least annually to discuss and evaluate their working relationship, rapport, and understanding. By June 30 of each contract year, and by October 1 of the last contract year, the Superintendent's performance will be evaluated by the Board and a written evaluation of that performance given to the Superintendent except that, in the last year of this Contract, the Superintendent also will be evaluated in February. As required under the Illinois *School Code*, the Board will evaluate the Superintendent in his administration of Board policies and his stewardship of the assets of the District. The Superintendent's progress toward and attainment of the performance goals set forth in Section D.3 of this Contract, and toward any additional annual goals established by the Board, also may be evaluated. After said evaluation, the parties will schedule a meeting to review the evaluation and determine, if necessary, the terms and conditions and performance goals for the continued future employment of the Superintendent.

H. MISCELLANEOUS

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

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 will 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 Illinois and is to be governed in accordance with the laws of the State of Illinois in every respect.

4. Headings and Numbers. Section numbers and headings have been inserted for convenience of reference only. If any conflict exists between the headings or numbers and the text of this Contract, the text will control.

5. Counterparts. This Contract may be executed in one or more counterparts, each of which is considered an original, and all of which taken together are considered one and the same instrument.

6. Advice of Counsel. Both parties have had the opportunity to seek advice of counsel.

7. Entire Agreement. This Contract contains all of 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.

8. Effect of Agreement. This Contract inures to the benefit of and is binding on the Board and its successors and assigns.

[Signature page follows.]

IN WITNESS WHEREOF, the parties have executed this Contract upon formal approval by the Board at a duly convened meeting on the date set forth at the beginning of this Contract.

**BOARD OF EDUCATION OF INDIAN PRAIRIE
COMMUNITY UNIT SCHOOL DISTRICT NO. 204,
DUPAGE AND WILL COUNTIES, ILLINOIS**

By: _____
President

Attest: _____
Secretary

SUPERINTENDENT

John Price

APPENDIX A
Section 10-23.8 Performance Goals and Indicators

Annually, the Superintendent, with the assistance of his administrative team, will:

1. report on the District's progress toward achieving the Priorities, Objectives, Strategies, and Evidence of Success in the Strategic Plan: Inspire, Innovate, and Empower the Future;
2. implement the Strategic Plan; and
3. Recommend revisions to the Strategic Plan.

The presentation of the report, in a form satisfactory to the Board, constitutes the achievement of the goals and indicators of student performance and academic improvement as required by Section 10-23.8 of the Illinois *School Code*.