

**DIRECTOR OF STUDENT SERVICES EMPLOYMENT AGREEMENT**

AGREEMENT made between the **BOARD OF EDUCATION OF KENILWORTH SCHOOL DISTRICT NO. 38**, COOK COUNTY, ILLINOIS, hereinafter referred to as the "Board," and **CARRIE DE LA CRUZ**, hereinafter referred to as the "Director of Student Services."

**WHEREAS**, the Board finds that the Director of Student Services has met the student performance and academic improvement goals, as previously established by the Board.

**W I T N E S S E T H:**

**A. EMPLOYMENT AND COMPENSATION**

1. The Board hereby employs the Director of Student Services for three (3) years commencing July 1, 2022, and terminating on June 30, 2025, with such responsibilities and duties in that connection as may be fixed by the Board in this Agreement and in its policies, rules, and regulations.
  
2. The Board shall pay to the Director of Student Services an annualized salary of ONE HUNDRED FIFTY-FIVE THOUSAND TWO HUNDRED THIRTY-NINE DOLLARS AND FIFTY CENTS (\$155,239.50) for the 2022-2023 contract year in equal installments in accordance with the rules of the Board governing payments of other administrative staff members in the District. The Director of Student Services' annual salary for future contract years covered by this Agreement will be determined by the Board after the Superintendent's review of the Director of Student Services' performance in accordance with paragraph F, provided that any such annual salary shall not be less than the Director of Student Services' salary for the prior contract year. The Director of Student Services hereby accepts employment upon the terms and conditions hereinafter set forth.
  
3. In addition to the annual salary stated in paragraph A.2 of this Agreement, the Board shall make a contribution on behalf of the Director of Student Services to the State of Illinois Teachers' Retirement System ("TRS"), in satisfaction of the Director of Student Services' entire required (9.0%) retirement contribution to TRS. It is the intention of the parties to qualify all such payments paid by the Board on the Director of Student Services' behalf as employer payments pursuant to Section 414(h) of the *Internal Revenue Code of 1986*, as amended. The Director of Student Services does not have any right or claim to these amounts except as they may become available at the time of retirement or resignation from TRS. Both parties acknowledge that the Director of Student Services did not have the option of choosing to receive the contributed amounts directly, instead of having such contributions paid by the Board to TRS, and that such contributions are made as a condition of employment to secure the Director of Student Services' future services, knowledge, and experience.
  
4. Any salary or other modification made during the term of this Agreement shall be in the form of a written amendment and shall become a part of this Agreement, but such modification shall not be construed as a new Agreement with the Director of Student Services, or as an extension of the termination date of this Agreement.

5. During the term of this Agreement, the Director of Student Services shall hold a valid Professional Educator License and Endorsement issued by the State of Illinois Teachers' Certification Board qualifying her to act as a Director of Student Services for the District. The Director of Student Services shall also be a qualified evaluator for teachers.
6. The Director of Student Services acknowledges that by accepting the terms of the multi-year Director of Student Services' Employment Agreement, the Director of Student Services waives any right to tenure or continued contractual service in the School District for the duration of this multi-year contract or any multi-year contract extension pursuant to Section 5/10-23.8a of *The School Code*.

**B. DUTIES**

1. The Director of Student Services shall be responsible for the performance of those essential duties set forth in the District's job description for this position attached as Appendix A. The Director of Student Services shall also perform those duties and obligations imposed by the laws and regulations of the State of Illinois, by the policies, rules, and regulations of the Board, and all such other duties as may be assigned by the Superintendent and/or the Board.

**C. BENEFITS**

1. The Board will provide the Director of Student Services with the following benefits:
  - a. Full-family health, dental and long-term disability insurance coverage, as provided under the programs effective in the District;
  - b. Term life insurance in the amount of \$100,000, as provided under the program effective in the District; and
  - c. Liability insurance, as provided to other District administrators, and in accordance with Section 10-20.20 of *The School Code*.
2. The Director of Student Services shall be entitled to paid vacation of twenty (20) working days per contract year during the term of this Agreement, to be used as mutually agreed upon by the Director of Student Services and the Superintendent. Vacation days must be taken within the contract year. Payment for any unused vacation days upon separation of employment will occur thirty (30) days after the Director of Student Services' final workday and final paycheck.

The Director of Student Services shall also be entitled to all legal school holidays observed by the District. Winter, Spring, and Summer recess periods shall constitute working days unless specifically scheduled and credited toward the vacation days listed above.

3. The Director of Student Services shall be granted sick leave, as defined in Section 24-6 of *The School Code*, of fifteen (15) working days per contract year during the term of this Agreement. Unused sick days may be accumulated to a maximum of

three hundred sixty (360) days. The Director of Student Services shall not be entitled to payment for any accrued but unused sick leave upon separation of employment from the District for any reason.

4. The Director of Student Services shall be granted personal leave of three (3) working days per contract year during the term of this Agreement which may also be used as sick leave. Earned, unused personal days shall carry over into the next school year without limit and shall be added to the Director of Student Services' balance of sick leave. The Director of Student Services shall not be entitled to payment for any accrued but unused personal leave upon separation of employment from the District for any reason.
5. The Director of Student Services shall be reimbursed for District business travel in her personal vehicle at the IRS approved mileage reimbursement rate.
6. The Director of Student Services shall be reimbursed for participation in professional development courses and activities and up to one thousand dollars (\$1,000.00) per contract year for dues and membership fees to professional organizations. All professional development courses or activities and/or memberships in professional organizations must be approved, in advance, by the Superintendent to qualify for reimbursement.

#### **D. TERMINATION**

1. This Agreement may be terminated by:
  - a. Mutual agreement of the parties;
  - b. Permanent disability (as defined below) of the Director of Student Services;
  - c. Discharge of the Director of Student Services for cause (as defined below);
  - d. Resignation, provided, however, the Director of Student Services shall provide the Board at least one hundred and twenty days (120) days advance written notice of the resignation; or
  - e. Death of the Director of Student Services.

#### **2. Permanent Disability**

The Board may terminate this Agreement for reasons of permanent disability or incapacity at any time after the Director of Student Services has exhausted her accumulated sick leave, personal leave, and vacation benefits, has been absent from her employment for a continuous period of three (3) months, or presents to the Board upon request a physician's statement certifying that she is permanently disabled or incapacitated. All contractual obligations of the Board shall cease upon written notice of termination for permanent disability or incapacity, provided that the Director of Student Services shall be entitled to a meeting before the Board if she so requests. The Board reserves the right to require the Director of Student Services to submit to a medical examination, either physical or mental, whenever

the Board deems the Director of Student Services disabled. Such examination shall be performed by a physician licensed to practice medicine in all its branches, who is mutually selected and paid for by the Board. The Director of Student Services expressly agrees that the physician shall prepare a detailed report of the state of her physical and/or mental health and submit it to the Board.

3. Discharge for Cause

Discharge for cause shall be for any conduct, act, or failure to act by the Director of Student Services which is detrimental to the best interests of the District, or for violation of this Agreement. Reasons for discharge for cause shall be given in writing to the Director of Student Services, who shall be entitled to notice and an opportunity to request a hearing before the Board to discuss such causes. If the Director of Student Services chooses to be accompanied by legal counsel, she shall bear any costs therein involved. The Board hearing shall be conducted in closed session.

4. Early Termination

If the Director of Student Services' employment is terminated by the Board or the Director of Student Services pursuant to Paragraph D(1) prior to the expiration date of this Agreement or any contract extension, no further salary, payments, compensation or benefits shall be payable to the Director of Student Services under this Agreement after the date of such termination.

**E. STUDENT PERFORMANCE AND ACADEMIC IMPROVEMENT GOALS**

The Director of Student Services acknowledges that pursuant to Section 10-23.8a of *The School Code*, this multi-year Agreement is subject to performance-based goals which are linked to student performance and academic improvement attributable to the responsibilities and duties of the Director of Student Services. The Director of Student Services' student performance and academic improvement goals are attached hereto as Appendix B. As part of the Director of Student Services' annual evaluation, the Director of Student Services and Superintendent shall meet to review the Director of Student Services' progress towards meeting the student performance and academic improvement goals. The Superintendent will review and assess the Director of Student Services' overall performance on an annual basis based upon the student performance and academic improvement goals, and any other objectives established by the Board. The Board reserves the right to annually adjust or modify the student performance and academic improvement goals listed herein and to establish other goals and objectives for the Director of Student Services.

**F. EVALUATION**

The Superintendent will annually review and assess the Director of Student Services' performance by March 1 of each contract year. The Superintendent will prepare a written summative evaluation based upon a review and assessment of the Director of Student Services' progress towards meeting the student performance and academic improvement goals.

**G. NOTICE**

All notices under this Agreement shall be deemed sufficient if given in writing and served upon the Director of Student Services and the President of the Board personally or by certified mail, return receipt requested, addressed as follows:

- (1) ***If to the Board:*** Board of Education  
Kenilworth School District No. 38  
542 Abbotsford Road  
Kenilworth, IL 60043
  
- (2) ***If to the Director of Student Services:*** last known address on record with the District.

**H. MISCELLANEOUS**

1. This Agreement is subject to *The School Code*, the regulations of the State Board of Education and the Superintendent of the Educational Service Region of Cook County, and the policies of the Board.
2. This Agreement contains all the terms agreed upon by the parties with respect to the subject matter of this Agreement and supersedes all prior agreements, arrangements, and communications between the parties, whether oral or written, concerning such subject matter. Except as may otherwise be provided herein, no subsequent alteration, amendments, change or addition to this Agreement shall be binding upon the parties unless reduced in writing and duly authorized and signed by each of the parties.
3. This Agreement has been executed in the State of Illinois and shall be governed in accordance with the laws of Illinois. If any provision of this Agreement is deemed illegal or unenforceable for any reason, the remainder of the Agreement shall remain in full force and effect.
4. Section headings and paragraph numbers have been inserted for convenience of reference only. In the event of any conflict between any such headings or numbers and the text of this Agreement, the text shall control.
5. This Agreement 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. This Agreement shall be binding upon and inure to the benefit of the Director of Student Services, her successors, assigns, heirs, executors, and personal representatives, and shall be binding upon, and inure to the benefit of the Board, its successors, and assigns.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed in their respective names and, in the case of the Board, by its President and Secretary on the dates set forth below.

**DIRECTOR OF STUDENT SERVICES**

\_\_\_\_\_

Date: \_\_\_\_\_

**BOARD OF EDUCATION OF  
KENILWORTH SCHOOL DISTRICT NO.  
38, COOK COUNTY, ILLINOIS**

By: \_\_\_\_\_  
President

Date: \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_  
Secretary

Date: \_\_\_\_\_

**APPENDIX A**

**[Insert Director of Student Services Job Description]**

**APPENDIX B**

**DIRECTOR OF STUDENT SERVICES' STUDENT PERFORMANCE AND ACADEMIC  
IMPROVEMENT GOALS**

[Insert Goals]



# 2022-2023 Administrative Goals

## All Students. Our Students.

To create a climate of care in an integrated system of teaching and learning to support the academic, social-emotional well-being and development of all students to achieve the *Portrait of a Sears Graduate*.

### Overarching Goals:

- a. Development of the Portrait of a Sears Graduate indicators to be used in an integrated manner for all District committees.
- b. Development of the District's Equity Action Plan to be used in an integrated manner for all District committees.

### 1. Whole Child

- a. Build a climate of care by establishing a safe, healthy, and inclusive community and learning environment that empowers all students to develop the skills to achieve the *Portrait of a Sears Graduate*.
  - i. Implement the Tier 1 Social Emotional Learning Program - Caring School Community with fidelity grades JK-8.
  - ii. Implement the classwide behavior management system, CHAMPS, with fidelity in all classrooms JK-8
  - iii. Develop, implement, and communicate a three tier system of consistent behavior expectations and discipline responses across all school environments that supports and promotes a culture of care.

### 2. Academic Achievement

- a. Using an integrated system of teaching and learning, develop experiences rooted in best practices that foster the growth of all students to achieve the *Portrait of a Sears Graduate*.
  - i. Continue to create an integrated system of teaching and learning by adhering to the 5-year curriculum review cycle, 2022-2023: Social Studies, Math, Industrial Arts, Physical Education
  - ii. Continue to create an integrated system of teaching and learning by working with all curriculum committees alongside Mr. Larry Ainsworth:
    1. Units of Study, Big Ideas, Essential Questions
    2. Quality Formative Assessment (Pre & Post/Summative)
    3. Learning Progressions & Quick Progress Checks (Formative)
    4. Authentic Performance Tasks
    5. High Effect Size Instructional Strategies
    6. Curriculum Resources to Achieve Targeted Learning
  - iii. Continue to create an integrated system of teaching and learning by refining the MTSS process and procedures, improving the

# 2022-2023 Administrative Goals

## All Students. Our Students.

problem-solving process' impact on student academic achievement and social-emotional wellbeing, and improving the use of eduCLIMBER

- iv. Continue to create an integrated system of teaching and learning by designing co-teaching teaching and learning environments for both staff and students.

### 3. Learning Environment

- a. Build a safe, supportive, and innovative learning environment that encourages all students and staff to work collectively and collaboratively to achieve the *Portrait of a Sears Graduate*.
  - i. Create elementary learning environment guidelines
  - ii. Full review and selection of furniture for elementary learning spaces and the junior high hub
  - iii. Create and implement a three-year technology plan
  - iv. Develop sustainability initiatives fully utilizing the new outdoor learning spaces and be stewards of sustainable best practices

### 4. Staff

- a. Attract, develop and retain a diverse staff who are continuous learners, student-centered, and committed to achieving the *Portrait of a Sears Graduate*.
  - i. Partner with staff to determine and implement strategies for improving the culture and climate as measured by the 5Essentials Survey
  - ii. Development of a new staff evaluation system

### 5. Community Engagement

- a. Cultivate trusting relationships as the basis for mutually beneficial partnerships, in order to foster a safe, supportive, respectful, and inclusive environment where all students achieve the *Portrait of a Sears Graduate*.
  - i. Collaborate with staff and parents to develop a parent education program that promotes a culture of care.
  - ii. Continue to cultivate the relationship with the JSSPVA to help grow and promote communication between all school stakeholders.

### 6. Fiscal Responsibility

- a. Ensure fiscal responsibility while providing student-centered, innovative educational programs in a safe, healthy, future-focused environment to achieve the *Portrait of a Sears Graduate*.
  - i. TBD