

PART TIME BUSINESS MANAGER’S EMPLOYMENT AGREEMENT

THIS AGREEMENT made between the **BOARD OF EDUCATION OF KENILWORTH SCHOOL DISTRICT NO. 38**, COOK COUNTY, ILLINOIS, hereinafter referred to as the "Board," and **DR. JOSEPH BAILEY**, hereinafter referred to as the "Business Manager" or "Dr. Bailey."

WHEREAS, the Board and the Business Manager desire to enter into a mutually binding and mutually beneficial agreement by which Dr. Bailey shall serve and act as part-time Business Manager pursuant to the terms, conditions, and mutual considerations identified below.

NOW THEREFORE, in consideration of the covenants in this Agreement, the sufficiency of which is acknowledged by the parties, the Board and the Business Manager agree as follows:

1. Term

The Board hereby employs Dr. Bailey to perform the services described herein as Business Manager commencing on July 1, 2022 and terminating on June 30, 2023, unless terminated earlier pursuant to Paragraph 12 of this Agreement.

2. Duties

The duties and responsibilities of the Business Manager shall be: Fee Waivers (School and Athletic); oversight of Budget, Finance and Business Operations; oversight of Facilities and Maintenance; oversight of Master Facilities Plan; oversight of Construction; oversight of Technology Department; oversight of Class Level Materials and Supplies Purchases, oversight of FOIA; Payroll Manager; Employee Benefits; Open Enrollment; Website Maintenance for Insurance Vendors; Insurance for the District; Board Treasurer; Review and approval of staff timesheets; Complaint Manager under applicable District policies, those duties required by applicable Board policies and rules, and all such other professional duties as may be assigned by the Superintendent or Board. Licensure under the *Illinois School Code* is not required for the Business Manager position.

3. Employment

During the term of this Agreement, the Business Manager shall not work more than one hundred twenty (120) paid days. The term "paid day" means the actual days and hours that the Business Manager works and receives compensation from the Board. An eight-hour workday will constitute a "paid day." The length and schedule of the Business Manager’s workdays shall be agreed upon between the Business Manager and the District Superintendent.

4. Compensation

- a. The Board agrees to pay the Business Manager at the rate of ONE THOUSAND ONE HUNDRED TWENTY-FIVE DOLLARS AND NO CENTS (\$1,125.00) for each paid day, as set forth in paragraph 3 above, subject to applicable IMRF contributions, taxes, and withholdings.
- b. The Business Manager shall receive no additional compensation, insurance, or paid benefits from the Board other than the per diem compensation, ten (10) sick leave days in

accordance with Section 24-6 of the *Illinois School Code*, and IMRF benefits set forth in paragraph 4.a above during the term of this Agreement. The Business Manager shall receive no vacation or personal leave during the term of this agreement.

5. Required Services

The Board has retained the Business Manager solely to perform the responsibilities identified herein. The Business Manager shall provide the required services at the direction of the Board and Superintendent. The Business Manager shall, in providing such services, conform to, comply with, and be subject to all lawful rules, regulations, orders, and directives adopted by the Board.

6. Other Benefits

The Business Manager hereby waives and releases any and all claims to employment benefits other than the per diem compensation, sick leave days and IMRF contributions set forth in Paragraph 4 above.

7. Expenses

The Board shall reimburse the Business Manager for reasonable expenses necessary for the performance of his duties. The Business Manager must submit to the Superintendent an itemized, signed expense statement showing the amount of actual expenses and attaching receipts to the expense statement. Expenses statements shall be submitted to the Board for approval in accordance with the Board's regular procedures for payment of bills.

8. Termination

a. This Agreement may be terminated by:

- i. Mutual agreement of the parties;
- ii. Permanent disability (as defined below) of the Business Manager;
- iii. Discharge of the Business Manager for cause (as defined below);
- iv. Resignation, provided, however, the Business Manager shall provide the Board at least ninety (90) days advance written notice of the resignation; or
- v. Death of the Business Manager.

b. Permanent Disability

The Board may terminate this Agreement for reasons of permanent disability or incapacity at any time after the Business Manager has been absent from his employment for a continuous period of three (3) months, or presents to the Board upon request a physician's statement certifying that he 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 Business Manager shall be entitled to a meeting

before the Board if he so requests. The Board reserves the right to require the Business Manager to submit to a medical examination, either physical or mental, whenever the Board deems the Business Manager disabled. Such examination shall be performed by a physician licensed to practice medicine in all its branches, who is mutually selected and paid by the Board. The Business Manager expressly agrees that the physician shall prepare a detailed report of the state of his physical and/or mental health and submit it to the Board.

c. Discharge for Cause

Discharge for cause shall be for any conduct, act, or failure to act by the Business Manager 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 Business Manager, who shall be entitled to notice and an opportunity to request a hearing before the Board to discuss such causes. If the Business Manager chooses to be accompanied by legal counsel, he shall bear any costs therein involved. The Board hearing shall be conducted in closed session.

9. Notices

All notices under this Agreement shall be deemed sufficient if given in writing and served upon the Business Manager and the President of the Board personally or by certified mail, return receipt required, 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 Business Manager:*** Dr. Joseph Bailey at the last known address on record with the District.

10. Miscellaneous

- a. Except as otherwise provided, no subsequent alteration, amendment, change, or addition to this Agreement shall be binding upon the parties hereto unless reduced to writing and duly authorized and signed by each of them.
- b. This Agreement has been executed in the State of Illinois and shall be governed in accordance with the laws of the State of Illinois in every respect.
- c. 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.
- d. 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.

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 day and year first above written.

BUSINESS MANAGER

Dr. Joseph Bailey

Date: _____

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

By: _____
President

Date: _____

ATTEST:

By: _____
Secretary

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

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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