

DEAN OF STUDENTS 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 **SOPHIE LEVENTHAL**, hereinafter referred to as the "Dean of Students."

WITNESSETH:

A. EMPLOYMENT AND COMPENSATION

1. The Board hereby employs the Dean of Students for one (1) year commencing July 1, 2023, and terminating on June 30, 2024, with such responsibilities and duties in connection with and as may be fixed by the Board in this Agreement and in its policies, rules and regulations. The Dean of Students will work for two hundred and twenty (220) days per contract year.
2. The Board shall pay to the Dean of Students a salary of ONE HUNDRED THOUSAND DOLLARS (\$104,750) for their work during the contract year in equal installments in accordance with the rules of the Board governing payments of other administrative staff members in the District. The Dean of Students 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 Dean of Students to the State of Illinois Teachers' Retirement System ("TRS"), in satisfaction of the Dean of Students' 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 Dean of Students' behalf as employer payments pursuant to Section 414(h) of the *Internal Revenue Code of 1986*, as amended. The Dean of Students 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 Dean of Students 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 Dean of Students' 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 Dean of Students, or as an extension of the termination date of this Agreement.
5. During the term of this Agreement, the Dean of Students shall hold a valid Professional Educator License and Endorsement issued by the State of Illinois Teachers' Certification Board qualifying them to act as the Dean of Students for the District. The Dean of Students shall also be a qualified evaluator for teachers.

B. DUTIES

1. The Dean of Students 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 Dean of Students 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 Dean of Students 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 Dean of Students shall be granted sick leave, as defined in Section 24-6 of *The School Code*, of fifteen (15) working days during the contract year. Unused sick days may be accumulated to a maximum of three hundred sixty (360) days. The Dean of Students shall not be entitled to payment for any accrued but unused sick leave upon separation of employment from the District for any reason.
3. The Dean of Students shall be granted personal leave of three (3) working days during the contract year which may also be used as sick leave. Earned, unused personal days shall be added to the Dean of Students' balance of sick leave. The Dean of Students shall not be entitled to payment for any accrued but unused personal leave upon separation of employment from the District for any reason.
4. The Dean of Students shall be reimbursed for District business travel in their personal vehicle at the IRS approved mileage reimbursement rate.
5. The Dean of Students shall be reimbursed for participation in professional development courses and activities and up to one thousand dollars (\$1,000.00) during the term of this agreement 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 Dean of Students;

- c. Discharge of the Dean of Students for cause (as defined below);
- d. Resignation, provided, however, the Dean of Students shall provide the Board at least one hundred and twenty days (120) days advance written notice of the resignation; or
- e. Death of the Dean of Students.

2. Permanent Disability

The Board may terminate this Agreement for reasons of permanent disability or incapacity at any time after the Dean of Students has exhausted their accumulated sick leave and personal leave benefits, has been absent from their employment for a continuous period of three (3) months, or presents to the Board upon request a physician's statement certifying that they are 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 Dean of Students shall be entitled to a meeting before the Board if they so request. The Board reserves the right to require the Dean of Students to submit to a medical examination, either physical or mental, whenever the Board deems the Dean of Students 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 Dean of Students expressly agrees that the physician shall prepare a detailed report of the state of their 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 Dean of Students 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 Dean of Students, who shall be entitled to notice and an opportunity to request a hearing before the Board to discuss such causes. If the Dean of Students chooses to be accompanied by legal counsel, they shall bear any costs therein involved. The Board hearing shall be conducted in closed session.

4. Early Termination

If the Dean of Students' employment is terminated by the Board or the Dean of Students 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 Dean of Students under this Agreement after the date of such termination.

E. EVALUATION

The Superintendent will review and assess the Dean of Students' performance by March 1, 2023. The Superintendent will prepare a written summative evaluation based upon a review and assessment of the Dean of Students' performance in their administrative position.

F. NOTICE

All notices under this Agreement shall be deemed sufficient if given in writing and served upon the Dean of Students 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 Dean of Students:*** last known address on record with the District.

G. 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 Dean of Students, their 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.

DEAN OF STUDENTS

Sophie Leventhal

Date: _____

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

By: _____
President

Date: _____

ATTEST:

By: _____
Secretary

Date: _____

APPENDIX A

[Insert Dean of Students Job Description]