

## CHIEF OPERATING OFFICER 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 **NATHAN McBRIDE**, hereinafter referred to as the "Chief Operating Officer" or "McBride". In accordance with the *Illinois School Code*, the Board confirms that McBride met the goals and indicators of student performance and academic improvement in the last employment agreement.

### WITNESSETH:

#### **A. EMPLOYMENT AND COMPENSATION**

1. The Board hereby employs the Chief Operating Officer for three (3) years commencing July 1, 2024, and terminating on June 30, 2027, 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 determine the Chief Operating Officer's annual salary for the 2024-2025 contract year by October 1, 2024, which shall not be less than the McBride's annual salary for the 2023-2024 contract year. The annualized salary shall be paid in equal installments in accordance with the rules of the Board governing payments of other administrative staff members in the District. The Chief Operating Officer's annual salary for the 2025-2026 and the 2026-2027 contracts year will be determined by the Board after the Superintendent's review of Chief Operating Officer's performance in accordance with paragraph F, provided that any such annual salary shall not be less than Chief Operating Officer's annual salary for the immediately preceding contract year. The Chief Operating Officer 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 Chief Operating Officer to the State of Illinois Teachers' Retirement System ("TRS"), in satisfaction of the Chief Operating Officer's 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 Chief Operating Officer behalf as employer payments pursuant to Section 414(h) of the *Internal Revenue Code of 1986*, as amended. The Chief Operating Officer 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 Chief Operating Officer 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 Chief Operating Officer's 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 Chief Operating Officer, or as an extension of the termination date of this Agreement.

5. During the term of this Agreement, the Chief Operating Officer shall hold a valid Professional Educator License and Endorsement issued by the State of Illinois Teachers' Certification Board qualifying him to act as a Chief Operating Officer for the District. The Chief Operating Officer shall also be a qualified evaluator for teachers.

6. The Chief Operating Officer acknowledges that by accepting the terms of this multi-year employment agreement, he 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 Chief Operating Officer 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 Chief Operating Officer 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 Chief Operating Officer 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 Chief Operating Officer 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 Chief Operating Officer and the Superintendent. Vacation days must be taken within the contract year. The Chief Operating Officer 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 Chief Operating Officer 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 Chief Operating Officer 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 Chief Operating Officer 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 Chief Operating Officer's balance of sick leave. The Chief Operating Officer 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 Chief Operating Officer shall be reimbursed for District business travel in his personal vehicle at the IRS approved mileage reimbursement rate.

6. The Chief Operating Officer 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 Chief Operating Officer;
  - c. Discharge of the Chief Operating Officer for cause (as defined below);
  - d. Early contract termination without cause (as defined below);
  - e. Resignation, provided, however, the Chief Operating Officer shall provide the Board at least one hundred and twenty days (120) days advance written notice of the resignation; or
  - f. Death of the Chief Operating Officer.
2. Permanent Disability

The Board may terminate this Agreement for reasons of permanent disability or incapacity at any time after the Chief Operating Officer has exhausted his accumulated sick leave, personal leave and vacation benefits, 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 Chief Operating Officer shall be entitled to a meeting before the Board if he so requests. The Board reserves the right to require the Chief Operating Officer to submit to a medical examination, either physical or mental, whenever the Board deems the Chief Operating Officer 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 Chief Operating Officer 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.

3. Discharge for Cause

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

4. Termination without Cause

The Board and the Chief Operating Officer reserve the right to terminate this Agreement at the end of the initial contract year for any reason and without cause. If either party elects to terminate this Agreement without cause prior to the second contract year, it must provide written notice to the other party by January 1, 2025, and the contract will terminate on June 30, 2025.

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

The Chief Operating Officer 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 Chief Operating Officer. The Chief Operating Officer's student performance and academic improvement goals are attached hereto as Appendix B. As part of the Chief Operating Officer's annual evaluation, the Chief Operating Officer and Superintendent shall meet to review the Chief Operating Officer's progress towards meeting the student performance and academic improvement goals. The Superintendent will review and assess the Chief Operating Officer's 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 Chief Operating Officer.

**F. EVALUATION**

The Superintendent will annually review and assess the Chief Operating Officer's performance by March 1 of each contract year. The Superintendent will prepare a written summative evaluation based upon a review and assessment of the Chief Operating Officer's 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 Chief Operating Officer 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 Chief Operating Officer:*** the last known home 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 Chief Operating Officer, his 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.

**Chief Operating Officer**

\_\_\_\_\_

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

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

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

**ATTEST:**

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

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

## **APPENDIX A**

### **JOB DESCRIPTION**

Title or Position: Chief Operating Officer / CSBO

Purpose: The Chief Operating Officer/CSBO oversees all District financial and accounting operations, including budget preparation and adoption, district bank accounts, financial reporting, annual district audit, fixed asset inventory, monitoring and reporting, and district bonds. In addition, the COO is responsible for risk management and for leading and managing the District's Business, Building and Grounds, and Technology departments. In all of these areas, the COO will be tasked with managing the financial and operational resources of the District to enable the best possible educational services within the available resources.

Key Areas:

- Demonstrates Professionalism
- Engages in Continuous Improvement
- Effective Communication and Collaboration
- Essential Skills for Role Responsibilities

Budgeting and Finance:

- Oversees, supervises, and/or makes decisions for all finance and operational aspects of a school district
- Maintenance of all Board approved employee benefits and insurance
- Prepare and refine revenue forecasts for the next three to five years
- File tax levy with appropriate timelines and procedures and respond to tax objections
- Recommend appropriate fees to support educational programming
- Maintain accurate records for accounting and auditing purposes
- Generate formal revenue and expenditure reports and additional information as needed to the Board of Education, Superintendent, and appropriate administrative staff
- Monitor investments and security of all invested funds
- Prepare the revenue and expenditure portion of the District budget in compliance with the District budget cycle
- Coordinate the selling of bonds based on need, interest rates, etc., to maximize value
- Develop and implement a system to gather and maintain accurate expenditure information
- Based on need, develop and maintain appropriate line item expenditure accounts
- Monitor expenditures in all areas and keep appropriate parties informed regarding the status
- Prepare and maintain the annual budget and long-range projections
- Ensure all reports required of Board, State, or others are provided accurately and in compliance with due dates
- Ensure all information needed for auditing purposes is available upon

- request
  - Ensure all District acquisitions and contracts meet school code requirements
  - Ensure the current inventory and accounting procedures of District assets are in place
  - Ensure payroll and accounts payable are done in a timely and accurate manner
  - Supervision and evaluation of Business Department personnel
- Operations and Maintenance:
- Oversees operations, facilities, and maintenance for the District
  - Determine short and long-term maintenance schedules with the Director of Building and Grounds
  - Maintain custodial contract and advocate for adjustments as needed
  - Ensure compliance with all applicable local, state, and federal safety guidelines for facilities and employees
  - Oversee the development and implementation of ongoing maintenance and construction projects
  - Supervision and evaluation of Building and Grounds personnel
  - Organize training based on need or requirements
- Technology:
- Develops and implements a strategic vision in all areas of technology for the District
  - Provide leadership in the purchase and acquisition of new technology and equipment
  - Consult with appropriate stakeholders to coordinate, evaluate, recommend, and purchase new technology and equipment
  - Possess an understanding of industry-standard related practices and procedures of regulations and guidelines as they relate to the purchase and use of software, specifically copyright laws and the use of licensed equipment and materials
  - Develop and monitor annual instructional technology and technology operations budgets in cooperation with appropriate stakeholders
  - Supervision and evaluation of Technology Department personnel
- Other Essential Responsibilities:
- Attends meetings of the Board of Education and co-leads the Building and Finance Committee
  - Prepares recommendations and reports for the Board of Education in consultation with the Superintendent
  - Prepares financial information for the District during the collective bargaining process
  - Holds, maintains, and acts as the official Treasurer for the District
  - Responsible for the processing and selling of all bonds issued to the District
  - Serves as the District representative for the insurance committee and develops a fiscally response benefits program for employees

- Serves as District liaison with the Village to coordinate work, identify shared needs, and maintain a healthy partnership
- Works with local police and fire officials alongside the District's security consultants on school safety
- Other duties as assigned by the Superintendent

Length of Position: • Full Time; 12-month position (260 Days)

Reports to: • Superintendent

Requirements: • Illinois Professional Educator License  
• Chief School Business Official Endorsement  
• Advanced Degree in Education with General Administrative Endorsement

## **APPENDIX B**

### **STUDENT PERFORMANCE AND ACADEMIC IMPROVEMENT GOALS**

#### **Chief Operating Officer/CSBO Goals**

##### **Goal 1: Financial Stability and Transparency**

Develop and implement a financial dashboard that includes a multi-year financial plan that ensures the district's solvency, meets budgetary targets, and provides clear and timely financial reports to the school board and community.

- Develop and implement a balanced budget that aligns with the district's strategic plan and educational priorities.
- Maintain a strong financial reserve and demonstrate responsible fiscal management practices.
- Ensure timely and accurate financial reporting for the school board and community.

##### **Goal 2: Effective Resource Management**

Optimize the allocation of resources across personnel, technology, facilities, and instructional materials to support student achievement and ensure efficient use of district funds. This includes a focus on maximizing grant opportunities and minimizing unnecessary expenditures.

- Implement cost-saving measures and identify areas for operational improvement.
- Negotiate favorable contracts with vendors and service providers.
- Develop and maintain efficient systems for accounting, payroll, and purchasing.
- Lead the planning, budgeting, and successful deployment of Chromebooks.

##### **Goal 3: Student Achievement and Growth**

The Chief Operating Officer shall strive to improve student performance and promote academic improvement in the District.

##### **Goal 4: Enhanced Facilities Management**

Support the completion of the Phase III construction project within the Master Facilities Plan. Develop a comprehensive five-year preventative maintenance plan improving school facilities, prioritizing projects based on safety, efficiency, and long-term cost-effectiveness. Implement strategies to leverage technology and preventative maintenance practices.

- Oversee school facilities' maintenance, repair, and construction to create a safe learning environment.
- Develop a long-term facilities plan that addresses future needs and adheres to safety regulations.
- Secure funding for facility projects and ensure their completion within budget and timeline.

##### **Goal 5: Strengthened Communication and Collaboration:**

Foster open communication with the school board, administration, staff, and community regarding financial, safety, and technology matters. Collaborate effectively with the superintendent and other leaders to ensure alignment between financial resources and strategic goals.

- Communicate effectively with the school board, parents, and community members regarding the district's financial health and operational practices.
- Advocate for policies and funding that support the district's educational goals.

- Build positive relationships with key stakeholders and cultivate trust in the school district's financial management.