PRINCIPAL EMPLOYMENT CONTRACT (2023 - 2026)

THIS AGREEMENT is made on March 2, 2023, between the Board of Education of Lincolnwood School District No. 74, Cook County, Illinois (the "Board"), and Mark Atkinson (the "Administrator") (collectively, the "parties").

A. EMPLOYMENT AND COMPENSATION

- 1. Salary and Term of Employment. The Board employs the Administrator for a multi-year period commencing July 1, 2023, through and including June 30, 2026. The Administrator shall be paid an annual salary payable in 26 equal installments in accordance with the rules of the Board governing payments of other administrative staff members in the District, in the following amounts:
 - For July 1, 2023, through June 30, 2024, the salary shall be \$128,800;
 - For July 1, 2024, through June 30, 2025, the salary shall be \$135,240; and
 - For July 1, 2025, through June 30, 2026, the salary shall be \$142,000.

The Contract will consist of 260 workdays for a Contract Year. The Administrator acknowledges that he will work on a schedule set by the Superintendent and agrees that the 260-workday provision is intended solely for the purposes of calculating compensation and/or benefits on a per-diem basis and is not intended to establish or limit the number of days the Administrator may be required to work during a Contract Year.

The Administrator hereby accepts employment upon the terms and conditions hereinafter set forth.

Teachers' Retirement System and Health Insurance Security Fund. In addition 2. to the annual salary stated in paragraph A.1 of this Contract, the Board shall pay on behalf of the Administrator to the Teachers' Retirement System of the State of Illinois (hereafter "TRS") and the Teachers Health Insurance Security Fund (hereafter "THIS") the Administrator's required member contributions to such pension system and health fund. The Administrator shall not have any right or claim to said amounts, except as they may become available at the time of retirement or resignation from TRS and THIS. Both parties acknowledge that the Administrator 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 Administrator's future services, knowledge, and experience. The Administrator does not have the right to receive payment for any amounts that would have been contributed to TRS or THIS by the Board on his behalf had the Administrator's required contributions not been limited by such retirement system and fund due to the application of an established limit for contributions to the

- pension plan, or to a refund of an overpayment of such contributions due to a decrease in the applicable member rate, if any.
- 3. Creditable Earnings. The parties agree that the Board makes no representations regarding the creditable earnings status with respect to any compensation received by the Administrator pursuant to the terms of this Contract. Any and all determinations regarding creditable earnings, creditable service, and related TRS issues shall be made by TRS and, where applicable, a court of competent jurisdiction.

B. CONDITIONS OF EMPLOYMENT

- 1. License. During the term of this Contract, the Administrator shall hold a valid and properly registered license with necessary endorsement as issued by the Illinois State Educator Preparation and Licensure Board qualifying him to serve in District 74 in the position of Principal. The Administrator shall also keep current his attendance at required state Administrator Academy workshops and shall satisfy other license renewal and prequalification requirements necessary to enable him to legally evaluate staff.
- 2. Medical Examination. Pursuant to paragraph 24-5 of the School Code, the Administrator shall 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. As a condition of employment, the Administrator also agrees to comply with all health requirements established by law.
- 3. Cell Phone. The Administrator is required to purchase and maintain a cell phone at his own expense and provide the cell phone number to District administrators and Board members for daily communication.
- 4. Tenure and Related Rights. The Administrator acknowledges that, pursuant to the School Code, and by accepting the terms of a multi-year contract, the Administrator waives all tenure and other rights granted under Sections 24-11 through 24-16 of the School Code only for the term of the multi-year contract and any multi-year extension thereof. During the term of this Contract, the Administrator's employment shall not qualify as "consecutive school terms of service" or as a "probationary period" as those terms are used in Section 24-11 and shall not be counted toward attainment of contractual continued service status (i.e. tenure) as a teacher of the School District; however, the Administrator shall not lose any previous "consecutive school terms of service" toward the attainment of tenure credit with the District, if any.
- 5. Employment Representations. The Administrator represents that he is not 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

Administrator further represents that all information provided to the District in the process of application for employment was true and complete.

C. BENEFITS

- 1. Reimbursement of Business Expenses. The Board shall reimburse the Administrator in accordance with District procedures for monthly expenses incurred in the performance of his duties. The Administrator shall itemize and substantiate all expenses incurred, in accordance with applicable Board policy and procedures.
- 2. Insurance. The Board will provide the Administrator with the following insurance benefits:
 - Pursuant to the Administrator's benefit election, single or family a. hospitalization/medical insurance and dental insurance, as provided under any group program effective in the District. If, at any time during the term of this Contract, the Board's payment of insurance premiums is deemed to constitute a discriminatory or otherwise impermissible benefit under law or regulation or other official guidance, subjecting the Board or Administrator to potential penalties, civil fines, benefit plan disqualification, or increased tax payments, including excise taxes, the Board may, in its discretion. determine to decrease or eliminate its payment for such insurance and may, in its discretion, make a corresponding increase in another form of compensation to offset the cash value of the reduction in such insurance premium benefit. The parties acknowledge that the action to modify the benefit set forth in this paragraph of this Contract shall be in implementation of this provision of this Contract and shall not constitute or require an amendment to this Contract.
 - b. Long-term disability insurance, as provided under any group program effective in the District.
 - c. Single or family coverage vision service plan, as provided under any group program effective in the District.
 - d. Group term life and AD&D insurance, in the amount of \$150,000, subject to all eligibility conditions of the District's group program carrier. The Board will pay the premiums, and the Administrator is entitled to designate any and all beneficiaries.
- 3. Vacation. In a full Contract Year, the Administrator shall be entitled to a paid vacation of twenty (20) working days annually, exclusive of legal holidays. Vacation shall be taken, subject to the approval of the Superintendent, within the twelve (12) month period of a Contract Year; however, at the end of a Contract Year, unused vacation days will be converted into accumulated sick days for the following Contract Year with the Superintendent's approval. However, upon

- separation of employment, any unused vacation days shall be paid to the Administrator at the Administrator's current per diem pursuant to the Illinois Wage Payment and Collection Act (820 ILCS 115/1 et seq.).
- 4. Sick Leave. The Administrator shall be granted sick leave, as defined in Section 24-6 of the *School Code*, of seventeen (17) working days annually or, to the extent it differs, the same amount as the normal annual allotment provided to District 74 teachers, which may be accumulated to a maximum of 340 days.
- 5. **Personal Leave.** The Administrator shall be granted personal leave of four (4) working days annually, or, to the extent it differs, in the same amount and pursuant to the same terms of use and accumulation as such days are provided to District 74 teachers.
- 6. **Professional Organizations.** Upon the Superintendent's approval of the appropriateness of the Administrator's involvement in state or national organization(s) or professional membership(s), the Board shall pay the reasonable professional dues for such organizations or memberships for the Administrator.
- 7. Attendance at Professional Meetings. The Administrator is expected to attend appropriate professional meetings or conferences at the local and state levels and, subject to prior Superintendent approval, at one national-level conference. Expenses incurred shall be reimbursed by the Board in accordance with applicable Board policy and procedures.
- 8. Annuities and Deferred Compensation. From the annual salary stated in paragraph A.1 of this Contract, the Administrator 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, and/or (2) authorize a salary reduction in order that the Board may purchase a 403(b)-eligible product for the Administrator as described in Section 403(b) of the *Internal Revenue Code*, in accordance with the Board's 403(b) Plan if offered, and provided that the Administrator confirms that any such deferrals and/or reductions are within *Internal Revenue Code* limitations.

D. POWERS AND DUTIES

1. Duties. The duties of the Administrator shall be those incidental to the office of a Principal. As such, he shall supervise the operation of attendance centers as the Board and Superintendent shall determine necessary and shall have as his primary responsibility the improvement of instruction. A majority of the time spent by the Administrator shall be focused on curriculum and staff development through both formal and informal activities. The Administrator shall also be expected to establish clear lines of communication regarding school goals, accomplishments, practices, and policies with parents and teachers. The Administrator shall also assume administrative responsibilities and instructional leadership, under the supervision and direction of the Superintendent and the Board and in accordance

with the laws of the State of Illinois and the policies, rules, and regulations of the Board, for the planning, operation, and evaluation of the education program of and the evaluation of staff in his assigned attendance center. The Administrator shall submit recommendations to the Superintendent, as requested, concerning the appointment, retention, promotion, and assignment of all personnel assigned to his attendance center and shall keep such other registers, records, and reports as may be directed by the Superintendent and the Board or required by law. The Administrator shall also be responsible for all obligations contained in the official job description for a Principal, including the discipline of students in accordance with the requirements of the Illinois School Code and Board of Education policies. It shall also be the responsibility of the Administrator to utilize resources of proper law enforcement agencies when the safety and welfare of students and staff are threatened by illegal use of drugs and alcohol.

The Administrator also shall assume any additional administrative responsibilities and duties as may be assigned, under the supervision and direction of the Superintendent and in accordance with the laws of the State of Illinois and the policies, rules, and regulations of the Board. Additionally, the Administrator shall keep such records and make such reports as are now or hereafter may be required by law or by the Board.

- 2. Extent of Service. The Administrator shall devote his time, skill, labor, and attention to the business of the School District and related professional activities so as to faithfully perform the duties of Principal, as set forth in the job description attached as Exhibit A and incorporated in this Contract by reference. With the permission of the Superintendent, the Administrator 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; or lecture and engage in writing activities and speaking engagements. The Administrator may not jeopardize the functioning of the School District by engaging in or by any lengthy and conspicuous absence for such professional activities.
- 3. Compliance with Policies. The Administrator is responsible for and deemed to have knowledge of all policies, rules, and regulations established by the Board or the District administration and shall comply with their requirements.

E. PERFORMANCE GOALS AND EVALUATIONS

1. Student Performance and Academic Improvement. The Administrator acknowledges that, pursuant to Section 10-23.8a of the School Code (105 ILCS 5/10-23.8a), this multi-year agreement is subject to performance-based goals and indicators. The Parties agree the goals and indicators are linked to student performance and academic improvement of the schools within the District.

Annually the Administrator, in consultation with the Superintendent, shall develop the Administrator's goals for the forthcoming year, which shall be set forth in the Administrator's annual evaluation document which will be submitted to the Board for its approval. In the event that the Administrator, Superintendent, and the Board fail to agree on the goals to be included in said document, the Superintendent and the Board shall establish the goals.

In addition to the above, the Parties may establish additional annual performance objectives which shall be reduced to writing, attached hereto as Exhibit B and included as part of this Agreement.

2. **Evaluation.** The Administrator shall be evaluated by March 1 of each Contract Year during the term of the Contract by the Superintendent, using the District's Principal Evaluation Plan. One copy of the evaluation shall be included in the Administrator's personnel file and one copy of the evaluation shall be provided to the Administrator. Except as provided by statute, failure of the Superintendent or designee to complete an evaluation does not preclude termination or non-renewal of this Contract.

F. RENEWAL OR AMENDMENT OF CONTRACT

- 1. Non-Renewal. In the event the Board determines not to renew or extend the employment of the Administrator, this Contract shall expire on the last day of the term stated above in paragraph A.1 of this Contract. Notice of intent not to renew this Contract shall be given in accordance with applicable requirements of the Illinois School Code, if any.
- 2. Renewal. Before the end of this Contract, the Board and Administrator may renew or extend the Administrator's employment upon such terms and conditions as they may mutually agree, provided the goals and indicators of student performance and academic improvement referenced in paragraph E.1 of this Contract have been met. In such event, the Board and Administrator shall take specific action to enter into a new contract of employment to take effect after the expiration of this Contract.
- 3. Amendment. Any adjustment or modification made during the life of this Contract shall be in the form of a written amendment and shall become a part of this Contract, but such adjustment or modification shall not be construed as a new contract with the Administrator or as an extension of the termination date of this Contract.
- 4. Reclassification. Throughout the term of this Contract, or any extension hereof, the Administrator shall be subject to reclassification, by demotion or reduction in rank, in accordance with the terms, provisions and procedures of Section 10-23.8b of the Illinois School Code. Nothing, however, shall be construed so as to limit the authority of the Board to order the lateral transfer of the Administrator to a position of similar rank and equal salary during the term of this Contract.

G. TERMINATION

1. Grounds for Termination. This Contract may be terminated during its term:

- a. By mutual agreement, in writing;
- b. Upon the Administrator's permanent disability (inability to perform essential job functions with or without accommodation) (The Administrator shall be considered permanently disabled: (i) after any absence due to "permanent illness or incapacity" in accordance with the terms of the Board Policy on Temporary Illness or Incapacity; (ii) if he presents to the Board a physician's statement certifying that he is permanently disabled or incapacitated; or (iii) if the Board deems the Administrator permanently disabled after a Board-required physical or mental examination. Before a termination for permanent disability, the Administrator may request a hearing before the Board. If the Administrator chooses to be accompanied by legal counsel, he shall bear any related costs. The Board hearing shall be conducted in executive session.);
- c. Via discharge for cause;
- d. Upon elimination of the Administrator's position; or
- e. Upon the death of the Administrator.
- Cause. Discharge for cause during the term of this Contract shall be for any conduct, act, or failure to act by the Administrator that, in the discretion of the Board, is detrimental to the best interests of the School District. Reasons for discharge for cause shall be given in writing to the Administrator, who will be entitled to notice and a hearing before the Board to discuss such causes. If the Administrator chooses to be accompanied by legal counsel, he shall bear any costs involved. The Board hearing shall be conducted in closed session. The decision of the Board will be final.

H. MISCELLANEOUS

- 1. **Notices.** Any notice required to be given under this Contract shall be deemed sufficient if it is in writing and sent by first class mail or certified mail, postage prepaid, to the last known residence of the Administrator or the President of the Board at the administrative offices of the District.
- 2. **Governing Law and Venue.** This Contract has been executed in Illinois and shall be governed in accordance with the laws of the State of Illinois in every respect. The parties agree that venue for all actions between the parties shall lie solely in the state court having jurisdiction over Cook County, Illinois, and the Administrator hereby submits to the jurisdiction of the same.
- 3. **Headings.** Paragraph headings and numbers have been inserted for convenience of reference only and, if there is any conflict between such headings or numbers and the text of this Contract, the text shall control.

- 4. Counterparts. This Contract may be executed in multiple counterparts, and a set of counterparts bearing the signatures of both parties constitutes the Contract as if the parties had signed a single document.
- 5. Complete Understanding. This Contract contains all 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.
- 6. Effect of Agreement. This Contract shall inure to the benefit of and be binding upon the Board and its successors and assigns. If any portion of this Contract is deemed to be illegal or unenforceable, the remainder shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Contract on the date written above, upon formal approval by the Board at a duly convened meeting.

ADMINISTRATOR

LINCOLNWOOD SCHOOL DISTRICT NO. 74, COOK COUNTY, ILLINOIS

BOARD OF EDUCATION OF

ATTEST

Board Secretary

Date: 3-2-3

$\label{eq:exhibit a} \textbf{JOB DESCRIPTION} - \textbf{PRINCIPAL}$



EXHIBIT A

Middle School Principal

Job Category: Certified

Status: Exempt

Location: Lincoln Hall Middle School

Reports to: Superintendent of Schools

Qualifications

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skills, and abilities required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- Illinois State Board of Education Professional Educator Licensure appropriate to assignment; General Administrative endorsement. Minimum requirement of Master's Degree with specialization in Administration and Supervision.
- Ability to demonstrate personal and professional ethical behavior.
- Ability to demonstrate leadership qualities.
- Ability to demonstrate strong communication skills.

Job Goal

To improve organizational and operational effectiveness to maximize opportunities for student learning and achievement. To improve student learning and achievement while providing a safe, respectful and inviting learning environment, as well as expand quality relations with the District 74 community for improvement of student achievement. To lead implementation of strategic plan initiatives.

Performance Responsibilities

- Serves as instructional leader of the building.
- Maintains a positive school climate by making connections with students.
- Provides leadership in the organization, administration and supervision of the building.
- Provides leadership for the adaptation of the general program approved for the schools to meet the particular needs of the community served.
- Contributes as a member of the district's administrative team in progress toward achieving the district's strategic plan.
- Supervises, evaluates and/or provides input for all staff assigned to the building.
- Identifies teacher competencies in need of improvement and develops programs of remediation to assist teachers in improving teaching competencies.
- Supports the development and implementation of curriculum and the improvement of instruction.
- Partners with the district administrators in the planning and implementation of the staff development program.
- Implements Board policies, administrative rules and regulations and Board-teacher agreements relating to the school.
- Directs the activities of all staff members in the performance of their duties.
- Works with the Business Manager in the development and administration of the school budget.
- Develops efficient schedules, reasonable workloads and coordination of staff efforts and programs.
- Identifies staff needs and coordinates the recruitment, selection and assignment of staff and makes recommendations for employment.
- Informs the Superintendent about the needs of the school with respect to personnel, equipment, supplies and curriculum.

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- Assumes responsibility for the safety and maintenance of the school facility.
- Completes required State reports.
- Communicates with the staff to establish realistic expectations for student performance.
- Publicizes and interprets school programs and maintains rapport with the community.
- Fosters good interpersonal relations among parents, students and staff.
- Maintains membership in professional organizations.
- Other essential duties and responsibilities may be assigned.

Physical, Sensory and Environmental Demands

Physical: The employee frequently is required to stand, walk, sit, use hands and fingers; sit continuously for extended periods of time; and reach with hands and arms. The employee must have the ability to use a keyboard and equipment typically found in an administrative work setting.

Sensory: While performing the duties of this job, the employee is regularly required to talk and/or hear. Specific vision abilities required by this job include close vision, distance vision, ability to adjust focus, read and interpret documents and instruction; frequent identification of letters, numbers, and symbols in a technology environment.

Environmental: While performing the duties of this job, the employee is exposed to equipment and noise levels typical of an administrative office environment.

Evaluation:

Performance will be evaluated by the Superintendent in accordance with Board's Policy.

Terms of Employment

Twelve-month position. Salary to be determined by Board of Education.

DIRECTOR OF BUILDINGS AND GROUNDS EMPLOYMENT CONTRACT (2024 - 2025)

THIS AGREEMENT is made on May 2, 2024, between the Board of Education of Lincolnwood School District No. 74, Cook County, Illinois (the "Board"), and James Caldwell (the "Administrator") (collectively, the "parties").

A. EMPLOYMENT AND COMPENSATION

1. Salary and Term of Employment. The Board employs the Administrator for one year, from July 1, 2024, through and including June 30, 2025, at an annual salary in the amount of One Hundred Thirty-Seven Thousand Dollars (\$137,000.00). The Administrator's salary is payable in 26 equal installments in accordance with the rules of the Board governing payments of other administrative staff members in the District.

The Contract will consist of 260 workdays for a Contract Year. The Administrator acknowledges that he will work on a schedule set by the Superintendent and agrees that the 260-workday provision is intended solely for the purposes of calculating compensation and/or benefits on a per-diem basis and is not intended to establish or limit the number of days the Administrator may be required to work during a Contract Year.

The Administrator hereby accepts employment upon the terms and conditions hereinafter set forth.

2. Illinois Municipal Retirement Fund. In addition to the annual salary stated in paragraph A.1 of this Contract, the Board shall pay on behalf of the Administrator to the Illinois Municipal Retirement Fund (hereafter "IMRF") the Administrator's required member contributions to such pension system. The Administrator shall not have any right or claim to said amounts, except as they may become available at the time of retirement or resignation from IMRF. Both parties acknowledge that the Administrator did not have the option of choosing to receive the contributed amounts directly, instead of having such contributions paid by the Board to IMRF, and further acknowledge that such contributions are made as a condition of employment to secure the Administrator's future services, knowledge, and experience. The Administrator does not have the right to receive payment for any amounts that would have been contributed to IMRF by the Board on his behalf had the Administrator's required contributions not been limited by such retirement system and fund due to the application of an established limit for contributions to the pension plan, or to a refund of an overpayment of such contributions due to a decrease in the applicable member rate, if any.

3. IMRF Status. The parties agree that the Board makes no representations regarding the IMRF member wage status with respect to any compensation received by the Administrator pursuant to the terms of this Contract. Any and all determinations regarding wage status, years of service, and related IMRF issues shall be made by IMRF and, where applicable, a court of competent jurisdiction.

B. CONDITIONS OF EMPLOYMENT

- 1. Medical Examination. Pursuant to paragraph 24-5 of the School Code, the Administrator shall 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. As a condition of employment, the Administrator also agrees to comply with all health requirements established by law.
- 2. Cell Phone. The Administrator is required to purchase and maintain a cell phone at his own expense and provide the cell phone number to District administrators and Board members for daily communication.
- 3. Employment Representations. The Administrator represents that he is not under contract with any other employer, including but not limited to school districts or municipalities, for any portion of the term covered by this Contract. The Administrator further represents that all information provided to the District in the process of application for employment was true and complete.

C. BENEFITS

- 1. Reimbursement of Business Expenses. The Board shall reimburse the Administrator in accordance with District procedures for monthly expenses incurred in the performance of his duties. The Administrator shall itemize and substantiate all expenses incurred, in accordance with applicable Board policy and procedures.
- 2. Insurance. The Board will provide the Administrator with the following insurance benefits:
 - a. Pursuant to the Administrator's benefit election, single or family hospitalization/medical insurance and dental insurance, as provided under any group program effective in the District. If, at any time during the term of this Contract, the Board's payment of insurance premiums is deemed to constitute a discriminatory or otherwise impermissible benefit under law or regulation or other official guidance, subjecting the Board or Administrator to potential penalties, civil fines, benefit plan disqualification, or increased tax payments, including excise taxes, the Board may, in its discretion, determine to decrease or eliminate its payment for such insurance and may,

in its discretion, make a corresponding increase in another form of compensation to offset the cash value of the reduction in such insurance premium benefit. The parties acknowledge that the action to modify the benefit set forth in this paragraph of this Contract shall be in implementation of this provision of this Contract and shall not constitute or require an amendment to this Contract.

- b. Long-term disability insurance, as provided under any group program effective in the District.
- c. Single or family coverage vision service plan, as provided under any group program effective in the District.
- d. Group term life and AD&D insurance, in the amount of \$50,000, subject to all eligibility conditions of the District's group program carrier. The Board will pay the premiums, and the Administrator is entitled to designate any and all beneficiaries.
- 3. Vacation. In a full Contract Year, the Administrator shall be entitled to a paid vacation of twenty (20) working days annually, exclusive of legal holidays. Vacation shall be taken, subject to the approval of the Superintendent, within the twelve (12) month period of a Contract Year; however, at the end of a Contract Year, up to five (5) unused vacation days will be converted into accumulated sick days for the following Contract Year with the Superintendent's approval. However, upon separation of employment, any unused vacation days shall be paid to the Administrator at the Administrator's current per diem pursuant to the Illinois Wage Payment and Collection Act (820 ILCS 115/1 et seq.). To the extent that the Cook County Paid Leave Ordinance (Amendment 24-0583, effective December 31, 2023, herein "the Ordinance") applies to any period of employment under this Contract, the Board and the Administrator agree as follows. A portion of the allotment of vacation days described in this Section, up to the minimum Accrual Cap required under the Ordinance, shall be considered to be provided as Ordinance Paid Leave in fulfillment of the required Paid Leave Ordinance, via the frontload method, for the 12-month period of the School District's fiscal year (namely, July 1 to the following June 30). Because such Ordinance Paid Leave shall be made available to the Administrator to be used for any purpose allowed under the Ordinance as of the start of the 12-month period, no unused amount shall be carried over to the next 12-month period.
- 4. Sick Leave. The Administrator shall be granted sick leave, as defined in Section 24-6 of the *School Code*, of seventeen (17) working days annually or, to the extent it differs, the same amount as the normal annual allotment provided to District 74 support staff, which may be accumulated without limit.

- 5. Personal Leave. The Administrator shall be granted personal leave of four (4) working days annually, or, to the extent it differs, in the same amount and pursuant to the same terms of use and accumulation as such days are provided to District 74 support staff.
- 6. **Professional Organizations.** Upon the Superintendent's approval of the appropriateness of the Administrator's involvement in state or national organization(s) or professional membership(s), the Board shall pay the reasonable professional dues for such organizations or memberships for the Administrator.
- 7. Attendance at Professional Meetings. The Administrator is expected to attend appropriate professional meetings or conferences at the local and state levels, subject to prior Superintendent approval. Expenses incurred shall be reimbursed by the Board in accordance with applicable Board policy and procedures.
- 8. Annuities and Deferred Compensation. From the annual salary stated in paragraph A.1 of this Contract, the Administrator 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, and/or (2) authorize a salary reduction in order that the Board may purchase a 403(b)-eligible product for the Administrator as described in Section 403(b) of the *Internal Revenue Code*, in accordance with the Board's 403(b) Plan if offered, and provided that the Administrator confirms that any such deferrals and/or reductions are within *Internal Revenue Code* limitations.

D. POWERS AND DUTIES

1. Duties. The duties of the Administrator shall be those incidental to the office of a Director of Buildings and Grounds. As such, he shall supervise the operation of the entire Buildings and Grounds department, plus any related contractual services, as the Board and Superintendent shall determine necessary. The Administrator shall also be expected to establish clear lines of communication regarding goals, accomplishments, practices, and policies with administrators, contractors. The Administrator shall also assume administrative responsibilities and departmental leadership, under the supervision and direction of the Superintendent, Business Manager/CSBO, and the Board and in accordance with the laws of the State of Illinois and the policies, rules, and regulations of the Board, for the planning, operation, and evaluation of the program and the staff in the entire Buildings and Grounds department, plus any related contractual services. The Administrator shall submit recommendations to the Superintendent or Business Manager/CSBO, as requested, concerning the appointment, retention, promotion, and assignment of all personnel assigned to the entire Buildings and Grounds department, plus any related contractual services, and shall keep such other registers, records, and reports as may be directed by the Superintendent, Business Manager/CSBO, and the Board or required by law. The Administrator shall also

be responsible for all obligations contained in the official job description for a Director of Buildings and Grounds.

The Administrator also shall assume any additional administrative responsibilities and duties as may be assigned, under the supervision and direction of the Superintendent and Business Manager/CSBO and in accordance with the laws of the State of Illinois and the policies, rules, and regulations of the Board. Additionally, the Administrator shall keep such records and make such reports as are now or hereafter may be required by law or by the Board.

- 2. Extent of Service. The Administrator shall devote his time, skill, labor, and attention to the business of the School District and related professional activities so as to faithfully perform the duties of Director of Buildings and Grounds, as set forth in the job description attached as Exhibit A and incorporated in this Contract by reference. With the permission of the Superintendent, the Administrator 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; or lecture and engage in writing activities and speaking engagements. The Administrator may not jeopardize the functioning of the School District by engaging in or by any lengthy and conspicuous absence for such professional activities.
- 3. Compliance with Policies. The Administrator is responsible for and deemed to have knowledge of all policies, rules, and regulations established by the Board or the District administration and shall comply with their requirements.

E. PERFORMANCE GOALS AND EVALUATIONS

- 1. **Performance Goals.** Annually the Administrator, in consultation with the Superintendent and Business Manager/CSBO, shall develop the Administrator's goals for the forthcoming year, which shall be set forth in the Administrator's annual evaluation document which will be submitted to the Board for its approval. In the event that the Administrator, Superintendent, Business Manager/CSBO, and the Board fail to agree on the goals to be included in said document, the Superintendent and the Board shall establish the goals.
- 2. **Evaluation.** The Superintendent or designee shall evaluate the Administrator's performance, including but not limited to performance on the goals and indicators listed above, at least annually. One copy of the evaluation shall be included in the Administrator's personnel file and one copy of the evaluation shall be provided to the Administrator. Except as provided by statute, failure of the Superintendent or designee to complete an evaluation does not preclude termination or non-renewal of this Contract.

F. RENEWAL OR AMENDMENT OF CONTRACT

- 1. Non-Renewal. In the event the Board determines not to renew or extend the employment of the Administrator, this Contract shall expire on the last day of the term stated above in paragraph A.1 of this Contract. Notice of intent not to renew this Contract shall be given in accordance with applicable requirements of the Illinois *School Code*, if any.
- 2. Renewal. Before the end of this Contract, the Board and Administrator may renew the Administrator's employment upon such terms and conditions as they may mutually agree. In such event, the Board and Administrator shall take specific action to enter into a new contract of employment to take effect after the expiration of this Contract.
- 3. Amendment. Any adjustment or modification made during the life of this Contract shall be in the form of a written amendment and shall become a part of this Contract, but such adjustment or modification shall not be construed as a new contract with the Administrator or as an extension of the termination date of this Contract.
- 4. Reclassification. Throughout the term of this Contract, or any extension hereof, the Administrator shall be subject to reclassification, by demotion or reduction in rank, in accordance with the terms, provisions and procedures of the Illinois School Code. Nothing, however, shall be construed so as to limit the authority of the Board to order the lateral transfer of the Administrator to a position of similar rank and equal salary during the term of this Contract.

G. TERMINATION

- 1. **Grounds for Termination.** This Contract may be terminated during its term:
 - a. By mutual agreement, in writing:
 - b. Upon the Administrator's permanent disability (inability to perform essential job functions with or without accommodation) (The Administrator shall be considered permanently disabled: (i) after any absence due to "permanent illness or incapacity" in accordance with the terms of the Board Policy on Temporary Illness or Incapacity; (ii) if he presents to the Board a physician's statement certifying that he is permanently disabled or incapacitated; or (iii) if the Board deems the Administrator permanently disabled after a Board-required physical or mental examination. Before a termination for permanent disability, the Administrator may request a hearing before the Board. If the Administrator chooses to be accompanied by legal counsel, he shall bear any related costs. The Board hearing shall be conducted in executive session.);

- c. Via discharge for cause;
- d. Upon elimination of the Administrator's position; or
- e. Upon the death of the Administrator.
- Cause. Discharge for cause during the term of this Contract shall be for any conduct, act, or failure to act by the Administrator that, in the discretion of the Board, is detrimental to the best interests of the School District. Reasons for discharge for cause shall be given in writing to the Administrator, who will be entitled to notice and a hearing before the Board to discuss such causes. If the Administrator chooses to be accompanied by legal counsel, he shall bear any costs involved. The Board hearing shall be conducted in closed session. The decision of the Board will be final.

H. MISCELLANEOUS

- 1. **Notices.** Any notice required to be given under this Contract shall be deemed sufficient if it is in writing and sent by first class mail or certified mail, postage prepaid, to the last known residence of the Administrator or the President of the Board at the administrative offices of the District.
- 2. **Governing Law and Venue.** This Contract has been executed in Illinois and shall be governed in accordance with the laws of the State of Illinois in every respect. The parties agree that venue for all actions between the parties shall lie solely in the state court having jurisdiction over Cook County, Illinois, and the Administrator hereby submits to the jurisdiction of the same.
- 3. **Headings.** Paragraph headings and numbers have been inserted for convenience of reference only and, if there is any conflict between such headings or numbers and the text of this Contract, the text shall control.
- 4. **Counterparts.** This Contract may be executed in multiple counterparts, and a set of counterparts bearing the signatures of both parties constitutes the Contract as if the parties had signed a single document.
- 5. **Complete Understanding.** This Contract contains all 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.
- 6. Effect of Agreement. This Contract shall inure to the benefit of and be binding upon the Board and its successors and assigns. If any portion of this Contract is deemed to be illegal or unenforceable, the remainder shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Contract on the date written above, upon formal approval by the Board at a duly convened meeting.

ADMINISTRATOR

JAMES CALDWELL

BOARD OF EDUCATION OF LINCOLNWOOD SCHOOL DISTRICT NO. 74, COOK COUNTY, ILLINOIS

ATTEST

Board Secretary
Lay Olers Cock, Secretary Aro Ten

EXHIBIT A JOB DESCRIPTION – DIRECTOR OF BUILDINGS AND GROUNDS



EXHIBIT A

Director of Buildings and Grounds

Job Category: Non-Certified

Status: Exempt

Location: Administration

Reports to: Business Manager

Qualifications:

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skills, and abilities required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- Five years of supervisory and facility operation and maintenance experience.
- Ability to communicate effectively with the public, staff and vendors, both orally and in writing, and work well with others.
- Thorough working knowledge of HVAC, electricity, plumbing systems, security, roofing, and construction (including experience in reading blueprints).
- Computer literate with experience in computerized energy management systems, spreadsheets, word processing, database, and facility management software.
- Familiar with the Illinois Health Life/Safety Code.
- Experienced in developing and administering a comprehensive preventative maintenance program that includes familiarity with the Illinois Health Life/Safety Code.
- Able to manage teams including scheduling and development of work flows.

Job Goal

To maintain the School District's physical plant in a condition of operating excellence so that full educational use of it may be made at all times; to maintain the grounds of all district schools in a condition of safety, neatness, and aesthetic attractiveness, so that each student may be provided with an outdoor environment both pleasing to look at and good to play in; and to provide students with an attractive, safe, and natural environment in which to learn.

Performance Responsibilities

- Implements changes and upgrades and makes recommendations (as a result of regular building inspections)
 that will positively impact the schools, for short and long--term preventative maintenance programs and
 provides written reports to the Business Manager.
- 2. Coordinates and directs the comprehensive overall planning and scheduling of cleaning, maintenance, and repair requirements for all district buildings and grounds, including roof management and inspection.
- 3. Develops a system for dealing with emergency repairs in all buildings.
- 4. Confers with school principals, landscape architects and other parties in making plans for landscaping, planning and maintenance of school grounds.

- Keeps informed of the latest trends, developments, and products in the areas of maintenance, repair, and upkeep, and encourages innovation and experimentation as appropriate and shares this information with custodians.
- 6. Assists the Business Manager in developing a three to five year facility operations and maintenance plan for all buildings working in conjunction with building principals and in development and monitoring of Operation and Maintenance Budget.
- Supervises and advises purchasing and bid specifications for all required staff and services. Inspects work and verifies that terms and conditions of contract have been fulfilled before authorizing payment.
- Makes recommendations for the optimal timing of replacements for vehicles and equipment assigned to the district's buildings, including all necessary equipment to perform grounds and maintenance work.
- 9. Maintains communications and relationships with all local fire and police departments.
- 10. Represents the Business Manager in day--to--day contacts with contractors and architects, in connection with school construction programs and inspections and keeps office informed of the progress and quality of work being performed on all construction projects.
- 11. Develops and maintains an inspection program to monitor the quality of custodial cleaning in all buildings.
- 12. Recruits, screens, interviews, trains, evaluates, and recommends all employees necessary to the maintenance, grounds and custodial program and recommends the number of engineers needed to properly care for all buildings. Maintains proper employee records.
- 13. Recruits, recommends, and schedules custodial personnel projects for all summer cleaning and substitutes for absent custodians.
- 14. Coordinates and supervises after hour or weekend maintenance work by contractors.
- 15. Organizes and implements an orientation and ongoing training program on proper operation and maintenance of school facilities for custodial, maintenance and grounds personnel. Include training associated with Blood Borne Pathogen, OSHA, and other training as deemed necessary.
- 16. Provides and updates Material Safety Data Sheets for all cleaning materials and chemicals in each building, and provides technical training and interpretation to all custodial, maintenance and grounds personnel.
- 17. Orders, receives, stores, inventories, and issues all maintenance and grounds material, supplies, and equipment as needed by buildings. Provide for adequate quantities on hand and their safe storage.
- 18. Updates and maintain district wide security systems and fire alarm systems in all buildings and responds to emergency calls 24/7.
- 19. Coordinates required yearly inspections of school buildings with local fire departments and maintain all buildings with Fire and Life Safety Codes and is back--up for emergency drills.
- 20. Develops and maintains an indoor air quality program, energy management and pest control plan.
- 21. Maintains manuals and records related to all building and maintenance equipment, regulations, and inspections.
- 22. Directs the preparation of playing fields, grounds, and other necessary facilities for athletics and other school activities, and coordinates with district athletic director, principals, and community organizations using district facilities.

- 23. Supervises and schedules snow removal and makes recommendations to the Business Manager for related contractual services.
- 24. Oversees traffic control.
- 25. Attends administrative, Facilities Committee and other related meetings and make reports as necessary.
- 26. Any and all additional duties that may be assigned by the Superintendent or Business Manager.
- 27. Supervises other building engineers and maintenance staff.

Other essential duties and responsibilities may be assigned

Physical, Sensory and Environmental Demands

The physical demands and work environment described below are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of the job, the employee frequently is required to sit; use hands to manipulate, handle, or feel; and talk or hear; frequently is required to reach with hands and arms; frequently is required to stand and walk; frequently must lift and/or move up to 50 pounds and occasionally lift and/or move up to 100 pounds; bend, squat, kneel; twist, turn, balance; climb/crawl; reach above shoulder/reach outward; occasionally may be required to drive. In the work environment, the employee regularly works in interior and exterior environmental conditions. The employee is regularly exposed to outdoor weather conditions. The noise level in the work environment is moderate. The employee occasionally works in evenings or on weekends. The work environment may include exposure to heat and cold; unscheduled interruptions; frequent movement from one work location to another; and public contact requiring appropriate demeanor.

Evaluation

Performance of this job will be evaluated in accordance with provisions of the Board's policy on Evaluation of Professional Personnel.

Terms of Employment

Twelve--month position. Salary and work year to be established by the Board of Education.

entember 2019

DIRECTOR OF STUDENT SERVICES EMPLOYMENT CONTRACT (2024 - 2025)

THIS AGREEMENT is made on May 2, 2024, between the Board of Education of Lincolnwood School District No. 74, Cook County, Illinois (the "Board"), and Erin Curry (the "Administrator") (collectively, the "parties").

A. EMPLOYMENT AND COMPENSATION

1. Salary and Term of Employment. The Board employs the Administrator for one year, from July 1, 2024, through and including June 30, 2025, at an annual salary in the amount of One Hundred Five Thousand Five Hundred Dollars (\$105,500.00). The Administrator's salary is payable in 26 equal installments in accordance with the rules of the Board governing payments of other administrative staff members in the District.

The Contract will consist of 205 workdays for a Contract Year. The Administrator acknowledges that she will work on a schedule set by the Superintendent and agrees that the 205-workday provision is intended solely for the purposes of calculating compensation and/or benefits on a per-diem basis and is not intended to establish or limit the number of days the Administrator may be required to work during a Contract Year.

The Administrator hereby accepts employment upon the terms and conditions hereinafter set forth.

2. Teachers' Retirement System and Health Insurance Security Fund. In addition to the annual salary stated in paragraph A.1 of this Contract, the Board shall pay on behalf of the Administrator to the Teachers' Retirement System of the State of Illinois (hereafter "TRS") and the Teachers Health Insurance Security Fund (hereafter "THIS") the Administrator's required member contributions to such pension system and health fund. The Administrator shall not have any right or claim to said amounts, except as they may become available at the time of retirement or resignation from TRS and THIS. Both parties acknowledge that the Administrator 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 Administrator's future services, knowledge, and experience. The Administrator does not have the right to receive payment for any amounts that would have been contributed to TRS or THIS by the Board on her behalf had the Administrator's required contributions not been limited by such retirement system and fund due to the application of an established limit for contributions to the pension plan, or to a refund of an overpayment of such contributions due to a decrease in the applicable member rate, if any.

3. Creditable Earnings. The parties agree that the Board makes no representations regarding the creditable earnings status with respect to any compensation received by the Administrator pursuant to the terms of this Contract. Any and all determinations regarding creditable earnings, creditable service, and related TRS issues shall be made by TRS and, where applicable, a court of competent jurisdiction.

B. CONDITIONS OF EMPLOYMENT

- 1. License. During the term of this Contract, the Administrator shall hold a valid and properly registered license with necessary endorsement as issued by the Illinois State Educator Preparation and Licensure Board qualifying her to serve in District 74 in the position of Director of Student Services. The Administrator shall also keep current her attendance at required state Administrator Academy workshops and shall satisfy other license renewal and prequalification requirements necessary to enable her to legally evaluate staff.
- 2. Medical Examination. Pursuant to paragraph 24-5 of the School Code, the Administrator shall 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. As a condition of employment, the Administrator also agrees to comply with all health requirements established by law.
- 3. Cell Phone. The Administrator is required to purchase and maintain a cell phone at her own expense and provide the cell phone number to District administrators and Board members for daily communication.
- 4. Tenure and Related Rights. During the term of this Contract, the Administrator does <u>not</u> waive rights granted under Sections 24-11 through 24-16 of the School Code. During the term of this Contract, the Administrator will maintain contractual continued service status (i.e. tenure) as a teacher of the School District. The Board and the Administrator agree that this Contract is <u>not</u> a performance-based contract pursuant to Section 10-23.8a of the School Code.
- 5. Employment Representations. The Administrator represents that she is not 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 Administrator further represents that all information provided to the District in the process of application for employment was true and complete.

C. BENEFITS

1. Reimbursement of Business Expenses. The Board shall reimburse the Administrator in accordance with District procedures for monthly expenses incurred in the performance of her duties. The Administrator shall itemize and

substantiate all expenses incurred, in accordance with applicable Board policy and procedures.

- **Insurance.** The Board will provide the Administrator with the following insurance benefits:
 - a. Pursuant to the Administrator's benefit election, single or family hospitalization/medical insurance and dental insurance, as provided under any group program effective in the District. If, at any time during the term of this Contract, the Board's payment of insurance premiums is deemed to constitute a discriminatory or otherwise impermissible benefit under law or regulation or other official guidance, subjecting the Board or Administrator to potential penalties, civil fines, benefit plan disqualification, or increased tax payments, including excise taxes, the Board may, in its discretion. determine to decrease or eliminate its payment for such insurance and may, in its discretion, make a corresponding increase in another form of compensation to offset the cash value of the reduction in such insurance premium benefit. The parties acknowledge that the action to modify the benefit set forth in this paragraph of this Contract shall be in implementation of this provision of this Contract and shall not constitute or require an amendment to this Contract.
 - b. Long-term disability insurance, as provided under any group program effective in the District.
 - c. Single or family coverage vision service plan, as provided under any group program effective in the District.
 - d. Group term life and AD&D insurance, in the amount of \$150,000, subject to all eligibility conditions of the District's group program carrier. The Board will pay the premiums, and the Administrator is entitled to designate any and all beneficiaries.

3. Paid Leave.

- a. **Sick Leave**. The Administrator shall be granted sick leave, as defined in Section 24-6 of the School Code, of seventeen (17) working days annually or, to the extent it differs, the same amount as the normal annual allotment provided to District 74 teachers, which may be accumulated to a maximum of 340 days.
- b. **Personal Leave**. The Administrator shall be granted personal leave of four (4) working days annually, or, to the extent it differs, in the same amount and pursuant to the same terms of use and accumulation as such days are provided to District 74 teachers.
- c. Cook County Paid Leave Ordinance. To the extent that the Cook County Paid Leave Ordinance (Amendment 24-0583, effective December 31, 2023,

herein "the Ordinance") applies to any period of employment under this Contract, the Board and the Administrator agree as follows. A portion of the allotment of personal leave days and sick leave days described in this Section, up to the minimum Accrual Cap required under the Ordinance, shall be considered to be provided as Ordinance Paid Leave in fulfillment of the required Paid Leave Ordinance, via the frontload method, for the 12-month period of the School District's fiscal year (namely, July 1 to the following June 30). Because such Ordinance Paid Leave shall be made available to the Administrator to be used for any purpose allowed under the Ordinance as of the start of the 12-month period, no unused amount shall be carried over to the next 12-month period.

- 4. **Professional Organizations.** Upon the Superintendent's approval of the appropriateness of the Administrator's involvement in state or national organization(s) or professional membership(s), the Board shall pay the reasonable professional dues for such organizations or memberships for the Administrator.
- 5. Attendance at Professional Meetings. The Administrator is expected to attend appropriate professional meetings or conferences at the local and state levels and, subject to prior Superintendent approval, at one national-level conference. Expenses incurred shall be reimbursed by the Board in accordance with applicable Board policy and procedures.
- 6. Annuities and Deferred Compensation. From the annual salary stated in paragraph A.1 of this Contract, the Administrator 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, and/or (2) authorize a salary reduction in order that the Board may purchase a 403(b)-eligible product for the Administrator as described in Section 403(b) of the *Internal Revenue Code*, in accordance with the Board's 403(b) Plan if offered, and provided that the Administrator confirms that any such deferrals and/or reductions are within *Internal Revenue Code* limitations.

D. POWERS AND DUTIES

- 1. **Duties.** The Administrator, as directed in her job description, shall assist the Superintendent in the administrative operation and management of the School District. The Administrator also shall assume any additional administrative responsibilities and duties as may be assigned, under the supervision and direction of the Superintendent and in accordance with the laws of the State of Illinois and the policies, rules, and regulations of the Board. Additionally, the Administrator shall keep such records and make such reports as are now or hereafter may be required by law or by the Board.
- 2. Extent of Service. The Administrator shall devote her time, skill, labor, and attention to the business of the School District and related professional activities so as to faithfully perform the duties of Director of Student Services, as set forth in the

job description attached as Exhibit A and incorporated in this Contract by reference. With the permission of the Superintendent, the Administrator 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; or lecture and engage in writing activities and speaking engagements. The Administrator may not jeopardize the functioning of the School District by engaging in or by any lengthy and conspicuous absence for such professional activities.

3. Compliance with Policies. The Administrator is responsible for and deemed to have knowledge of all policies, rules, and regulations established by the Board or the District administration and shall comply with their requirements.

E. PERFORMANCE GOALS AND EVALUATIONS

- 1. **Performance Goals.** Annually the Administrator, in consultation with the Superintendent, shall develop the Administrator's goals for the forthcoming year, which shall be set forth in the Administrator's annual evaluation document which will be submitted to the Board for its approval. In the event that the Administrator, Superintendent, and the Board fail to agree on the goals to be included in said document, the Superintendent and the Board shall establish the goals.
- 2. **Evaluation.** One copy of the evaluation shall be included in the Administrator's personnel file and one copy of the evaluation shall be provided to the Administrator. Except as provided by statute, failure of the Superintendent or designee to complete an evaluation does not preclude termination or non-renewal of this Contract.

F. RENEWAL OR AMENDMENT OF CONTRACT

- 1. Non-Renewal. In the event the Board determines not to renew or extend the employment of the Administrator, this Contract shall expire on the last day of the term stated above in paragraph A.1 of this Contract. Notice of intent not to renew this Contract shall be given in accordance with applicable requirements of the Illinois *School Code*, if any.
- 2. Renewal. Before the end of this Contract, the Board and Administrator may renew the Administrator's employment upon such terms and conditions as they may mutually agree. In such event, the Board and Administrator shall take specific action to enter into a new contract of employment to take effect after the expiration of this Contract.
- 3. Amendment. Any adjustment or modification made during the life of this Contract shall be in the form of a written amendment and shall become a part of this Contract, but such adjustment or modification shall not be construed as a new contract with the Administrator or as an extension of the termination date of this Contract.

4. Reclassification. Throughout the term of this Contract, or any extension hereof, the Administrator shall be subject to reclassification, by demotion or reduction in rank, in accordance with the terms, provisions and procedures of the Illinois School Code. Nothing, however, shall be construed so as to limit the authority of the Board to order the lateral transfer of the Administrator to a position of similar rank and equal salary during the term of this Contract.

G. TERMINATION

- 1. Grounds for Termination. This Contract may be terminated during its term:
 - a. By mutual agreement, in writing;
 - b. Upon the Administrator's permanent disability (inability to perform essential job functions with or without accommodation) (The Administrator shall be considered permanently disabled: (i) after any absence due to "permanent illness or incapacity" in accordance with the terms of the Board Policy on Temporary Illness or Incapacity; (ii) if she presents to the Board a physician's statement certifying that she is permanently disabled or incapacitated; or (iii) if the Board deems the Administrator permanently disabled after a Board-required physical or mental examination. Before a termination for permanent disability, the Administrator may request a hearing before the Board. If the Administrator chooses to be accompanied by legal counsel, she shall bear any related costs. The Board hearing shall be conducted in executive session.);
 - c. Via discharge for cause;
 - d. Upon elimination of the Administrator's position; or
 - e. Upon the death of the Administrator.
- Cause. Discharge for cause during the term of this Contract shall be for any conduct, act, or failure to act by the Administrator that, in the discretion of the Board, is detrimental to the best interests of the School District. Reasons for discharge for cause shall be given in writing to the Administrator, who will be entitled to notice and a hearing before the Board to discuss such causes. If the Administrator chooses to be accompanied by legal counsel, she shall bear any costs involved. The Board hearing shall be conducted in closed session. The decision of the Board will be final.

H. MISCELLANEOUS

1. **Notices.** Any notice required to be given under this Contract shall be deemed sufficient if it is in writing and sent by first class mail or certified mail, postage prepaid, to the last known residence of the Administrator or the President of the Board at the administrative offices of the District.

- 2. Governing Law and Venue. This Contract has been executed in Illinois and shall be governed in accordance with the laws of the State of Illinois in every respect. The parties agree that venue for all actions between the parties shall lie solely in the state court having jurisdiction over Cook County, Illinois, and the Administrator hereby submits to the jurisdiction of the same.
- 3. **Headings.** Paragraph headings and numbers have been inserted for convenience of reference only and, if there is any conflict between such headings or numbers and the text of this Contract, the text shall control.
- 4. **Counterparts.** This Contract may be executed in multiple counterparts, and a set of counterparts bearing the signatures of both parties constitutes the Contract as if the parties had signed a single document.
- 5. **Complete Understanding.** This Contract contains all 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.
- 6. **Effect of Agreement.** This Contract shall inure to the benefit of and be binding upon the Board and its successors and assigns. If any portion of this Contract is deemed to be illegal or unenforceable, the remainder shall remain in full force and effect.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the parties have executed this Contract on the date written above, upon formal approval by the Board at a duly convened meeting.

ADMINISTRATOR

BOARD OF EDUCATION OF LINCOLNWOOD SCHOOL DISTRICT NO. 74, COOK COUNTY, ILLINOIS

ATTEST

By:

Board Secretary

Lay Olenizeak Becretary

Date: 5-2-24

EXHIBIT A JOB DESCRIPTION – DIRECTOR OF STUDENT SERVICES

74

EXHIBIT A

Director of Student Services

Job Category: Certified

Status: Exempt

Location: Administration Building

Reports to: Superintendent of Schools

Qualifications

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skills, and abilities required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- Illinois State Board of Education Professional Educator Licensure appropriate to assignment.
- Principal endorsement preferred but not required.
- Knowledge of curriculum, program modifications, and accommodations for students with disabilities.
- Experience in systems change, research-based programming, data-based decision making, and behavior intervention planning.
- Excellent communication and organizational skills.
- Ability to exercise sound judgment in making decisions regarding the safety and welfare of students.
- Ability to perform assigned duties and tasks with a minimum of direction.
- Ability to maintain supportive, collaborative public, student, and coworker relationships.
- Ability to demonstrate personal and professional ethical behavior.
- Ability to demonstrate leadership qualities.
- Ability to demonstrate strong communication skills.
- Ability to physically move about the buildings and grounds.
- Ability to handle all district information with confidentiality.

Job Goal

To serve as a general assistant to the Superintendent with administrative functions that support the mission and vision of the Board of Education as assigned by the Superintendent.

Performance Responsibilities

- Assist the Superintendent in providing leadership to the implementation of instructional programs and coordination of resources for students receiving support from special services.
- Maintain knowledge of current research and evidence-based practices in delivering comprehensive services to diverse learners.
- Remain current with legal requirements governing Special Education, Section 504, and health services.
- Engage in problem solving with building level teams to remove barriers to inclusive practices.
- Support and guide teams in managing complex Section 504 and health issues.
- Establish and maintain effective work relationships with the administration, faculty, and community.
- Provide professional leadership in education throughout the school system, and study, keep informed of and stimulate interest of staff in new developments in education focused on EL and intervention services.
- Oversee all curriculum review processes to ensure the curriculum maps are up-to-date and instructional materials relevant for EL and intervention programming.
- Attend all Board Meetings, and prepare such reports for the Board as are appropriate to the primary function and other reports which may be requested by the Superintendent or the Board of Education.

- Keeps staff informed of best practices in compliance with state/federal mandates.
- Works collaboratively with parents, outside providers, and team members.
- Makes determinations and recommendations regarding professional development for EL and intervention personnel.
- Helps assess student performance on Access and FastBridge Assessments to inform classroom instruction.
- Works with families of students with chronic absenteeism to overcome barriers in their availability to learn.
- Perform such other duties and assume such other responsibilities as may be assigned by the Superintendent of Schools.

Physical, Sensory and Environmental Demands

Physical: The employee frequently is required to stand, walk, sit, use hands and fingers; sit continuously for extended periods of time; and reach with hands and arms. The employee must have the ability to use a keyboard and equipment typically found in an administrative work setting.

Sensory: While performing the duties of this job, the employee is regularly required to talk and/or hear. Specific vision abilities required by this job include close vision, distance vision, ability to adjust focus, read and interpret documents and instruction; frequent identification of letters, numbers, and symbols in a technology environment.

Environmental: While performing the duties of this job, the employee is exposed to equipment and noise levels typical of an administrative office environment.

Evaluation:

Performance will be evaluated by the Superintendent in accordance with Board's Policy.

Terms of Employment

Twelve-month position (205 work days). Salary to be determined by Board of Education.

PRINCIPAL EMPLOYMENT CONTRACT (2023 - 2026)

THIS AGREEMENT is made on March 2, 2023, between the Board of Education of Lincolnwood School District No. 74, Cook County, Illinois (the "Board"), and Christopher Harmon (the "Administrator") (collectively, the "parties").

A. EMPLOYMENT AND COMPENSATION

- 1. Salary and Term of Employment. The Board employs the Administrator for a multi-year period commencing July 1, 2023, through and including June 30, 2026. The Administrator shall be paid an annual salary payable in 26 equal installments in accordance with the rules of the Board governing payments of other administrative staff members in the District, in the following amounts:
 - For July 1, 2023, through June 30, 2024, the salary shall be \$125,800;
 - For July 1, 2024, through June 30, 2025, the salary shall be \$130,832; and
 - For July 1, 2025, through June 30, 2026, the salary shall be \$136,065.

The Contract will consist of 260 workdays for a Contract Year. The Administrator acknowledges that he will work on a schedule set by the Superintendent and agrees that the 260-workday provision is intended solely for the purposes of calculating compensation and/or benefits on a per-diem basis and is not intended to establish or limit the number of days the Administrator may be required to work during a Contract Year.

The Administrator hereby accepts employment upon the terms and conditions hereinafter set forth.

2. Teachers' Retirement System and Health Insurance Security Fund. In addition to the annual salary stated in paragraph A.1 of this Contract, the Board shall pay on behalf of the Administrator to the Teachers' Retirement System of the State of Illinois (hereafter "TRS") and the Teachers Health Insurance Security Fund (hereafter "THIS") the Administrator's required member contributions to such pension system and health fund. The Administrator shall not have any right or claim to said amounts, except as they may become available at the time of retirement or resignation from TRS and THIS. Both parties acknowledge that the Administrator 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 Administrator's future services, knowledge, and experience. The Administrator does not have the right to receive payment for any amounts that would have been contributed to TRS or THIS by the Board on his behalf had the Administrator's required contributions not been limited by such retirement system and fund due to the application of an established limit for contributions to the

- pension plan, or to a refund of an overpayment of such contributions due to a decrease in the applicable member rate, if any.
- 3. Creditable Earnings. The parties agree that the Board makes no representations regarding the creditable earnings status with respect to any compensation received by the Administrator pursuant to the terms of this Contract. Any and all determinations regarding creditable earnings, creditable service, and related TRS issues shall be made by TRS and, where applicable, a court of competent jurisdiction.

B. CONDITIONS OF EMPLOYMENT

- 1. License. During the term of this Contract, the Administrator shall hold a valid and properly registered license with necessary endorsement as issued by the Illinois State Educator Preparation and Licensure Board qualifying him to serve in District 74 in the position of Principal. The Administrator shall also keep current his attendance at required state Administrator Academy workshops and shall satisfy other license renewal and prequalification requirements necessary to enable him to legally evaluate staff.
- 2. Medical Examination. Pursuant to paragraph 24-5 of the School Code, the Administrator shall 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. As a condition of employment, the Administrator also agrees to comply with all health requirements established by law.
- 3. Cell Phone. The Administrator is required to purchase and maintain a cell phone at his own expense and provide the cell phone number to District administrators and Board members for daily communication.
- 4. Tenure and Related Rights. The Administrator acknowledges that, pursuant to the School Code, and by accepting the terms of a multi-year contract, the Administrator waives all tenure and other rights granted under Sections 24-11 through 24-16 of the School Code only for the term of the multi-year contract and any multi-year extension thereof; however, the Administrator shall not lose any previously acquired tenure credit with the District, if any.
- 5. Employment Representations. The Administrator represents that he is not 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 Administrator further represents that all information provided to the District in the process of application for employment was true and complete.

C. BENEFITS

- 1. Reimbursement of Business Expenses. The Board shall reimburse the Administrator in accordance with District procedures for monthly expenses incurred in the performance of his duties. The Administrator shall itemize and substantiate all expenses incurred, in accordance with applicable Board policy and procedures.
- **2. Insurance.** The Board will provide the Administrator with the following insurance benefits:
 - Pursuant to the Administrator's benefit election, single or family a. hospitalization/medical insurance and dental insurance, as provided under any group program effective in the District. If, at any time during the term of this Contract, the Board's payment of insurance premiums is deemed to constitute a discriminatory or otherwise impermissible benefit under law or regulation or other official guidance, subjecting the Board or Administrator to potential penalties, civil fines, benefit plan disqualification, or increased tax payments, including excise taxes, the Board may, in its discretion, determine to decrease or eliminate its payment for such insurance and may. in its discretion, make a corresponding increase in another form of compensation to offset the cash value of the reduction in such insurance premium benefit. The parties acknowledge that the action to modify the benefit set forth in this paragraph of this Contract shall be in implementation of this provision of this Contract and shall not constitute or require an amendment to this Contract.
 - b. Long-term disability insurance, as provided under any group program effective in the District.
 - c. Single or family coverage vision service plan, as provided under any group program effective in the District.
 - d. Group term life and AD&D insurance, in the amount of \$150,000, subject to all eligibility conditions of the District's group program carrier. The Board will pay the premiums, and the Administrator is entitled to designate any and all beneficiaries.
- Vacation. In a full Contract Year, the Administrator shall be entitled to a paid vacation of twenty (20) working days annually, exclusive of legal holidays. Vacation shall be taken, subject to the approval of the Superintendent, within the twelve (12) month period of a Contract Year; however, at the end of a Contract Year, unused vacation days will be converted into accumulated sick days for the following Contract Year with the Superintendent's approval. However, upon separation of employment, any unused vacation days shall be paid to the

- Administrator at the Administrator's current per diem pursuant to the Illinois Wage Payment and Collection Act (820 ILCS 115/1 et seq.).
- 4. Sick Leave. The Administrator shall be granted sick leave, as defined in Section 24-6 of the *School Code*, of seventeen (17) working days annually or, to the extent it differs, the same amount as the normal annual allotment provided to District 74 teachers, which may be accumulated to a maximum of 340 days.
- 5. Personal Leave. The Administrator shall be granted personal leave of four (4) working days annually, or, to the extent it differs, in the same amount and pursuant to the same terms of use and accumulation as such days are provided to District 74 teachers.
- 6. **Professional Organizations.** Upon the Superintendent's approval of the appropriateness of the Administrator's involvement in state or national organization(s) or professional membership(s), the Board shall pay the reasonable professional dues for such organizations or memberships for the Administrator.
- 7. Attendance at Professional Meetings. The Administrator is expected to attend appropriate professional meetings or conferences at the local and state levels and, subject to prior Superintendent approval, at one national-level conference. Expenses incurred shall be reimbursed by the Board in accordance with applicable Board policy and procedures.
- 8. Annuities and Deferred Compensation. From the annual salary stated in paragraph A.1 of this Contract, the Administrator 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, and/or (2) authorize a salary reduction in order that the Board may purchase a 403(b)-eligible product for the Administrator as described in Section 403(b) of the *Internal Revenue Code*, in accordance with the Board's 403(b) Plan if offered, and provided that the Administrator confirms that any such deferrals and/or reductions are within *Internal Revenue Code* limitations.

D. POWERS AND DUTIES

Principal. As such, he shall supervise the operation of attendance centers as the Board and Superintendent shall determine necessary and shall have as his primary responsibility the improvement of instruction. A majority of the time spent by the Administrator shall be focused on curriculum and staff development through both formal and informal activities. The Administrator shall also be expected to establish clear lines of communication regarding school goals, accomplishments, practices, and policies with parents and teachers. The Administrator shall also assume administrative responsibilities and instructional leadership, under the supervision and direction of the Superintendent and the Board and in accordance with the laws of the State of Illinois and the policies, rules, and regulations of the

Board, for the planning, operation, and evaluation of the education program of and evaluation of staff in his assigned attendance The Administrator shall submit recommendations to the Superintendent, as requested, concerning the appointment, retention, promotion, and assignment of all personnel assigned to his attendance center and shall keep such other registers. records, and reports as may be directed by the Superintendent and the Board or required by law. The Administrator shall also be responsible for all obligations contained in the official job description for a Principal, including the discipline of students in accordance with the requirements of the Illinois School Code and Board of Education policies. It shall also be the responsibility of the Administrator to utilize resources of proper law enforcement agencies when the safety and welfare of students and staff are threatened by illegal use of drugs and alcohol.

The Administrator also shall assume any additional administrative responsibilities and duties as may be assigned, under the supervision and direction of the Superintendent and in accordance with the laws of the State of Illinois and the policies, rules, and regulations of the Board. Additionally, the Administrator shall keep such records and make such reports as are now or hereafter may be required by law or by the Board.

- 2. Extent of Service. The Administrator shall devote his time, skill, labor, and attention to the business of the School District and related professional activities so as to faithfully perform the duties of Principal, as set forth in the job description attached as Exhibit A and incorporated in this Contract by reference. With the permission of the Superintendent, the Administrator 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; or lecture and engage in writing activities and speaking engagements. The Administrator may not jeopardize the functioning of the School District by engaging in or by any lengthy and conspicuous absence for such professional activities.
- 3. Compliance with Policies. The Administrator is responsible for and deemed to have knowledge of all policies, rules, and regulations established by the Board or the District administration and shall comply with their requirements.

E. PERFORMANCE GOALS AND EVALUATIONS

1. Student Performance and Academic Improvement. The Administrator acknowledges that, pursuant to Section 10-23.8a of the School Code (105 ILCS 5/10-23.8a), this multi-year agreement is subject to performance-based goals and indicators. The Parties agree the goals and indicators are linked to student performance and academic improvement of the schools within the District.

Annually the Administrator, in consultation with the Superintendent, shall develop the Administrator's goals for the forthcoming year, which shall be set forth in the Administrator's annual evaluation document which will be submitted to the Board for its approval. In the event that the Administrator, Superintendent, and the Board fail to agree on the goals to be included in said document, the Superintendent and the Board shall establish the goals.

In addition to the above, the Parties may establish additional annual performance objectives which shall be reduced to writing, attached hereto as Exhibit B and included as part of this Agreement.

2. **Evaluation.** The Administrator shall be evaluated by March 1 of each Contract Year during the term of the Contract by the Superintendent, using the District's Principal Evaluation Plan. One copy of the evaluation shall be included in the Administrator's personnel file and one copy of the evaluation shall be provided to the Administrator. Except as provided by statute, failure of the Superintendent or designee to complete an evaluation does not preclude termination or non-renewal of this Contract.

F. RENEWAL OR AMENDMENT OF CONTRACT

- 1. Non-Renewal. In the event the Board determines not to renew or extend the employment of the Administrator, this Contract shall expire on the last day of the term stated above in paragraph A.1 of this Contract. Notice of intent not to renew this Contract shall be given in accordance with applicable requirements of the Illinois School Code, if any.
- 2. Renewal. Before the end of this Contract, the Board and Administrator may renew or extend the Administrator's employment upon such terms and conditions as they may mutually agree, provided the goals and indicators of student performance and academic improvement referenced in paragraph E.1 of this Contract have been met. In such event, the Board and Administrator shall take specific action to enter into a new contract of employment to take effect after the expiration of this Contract.
- 3. Amendment. Any adjustment or modification made during the life of this Contract shall be in the form of a written amendment and shall become a part of this Contract, but such adjustment or modification shall not be construed as a new contract with the Administrator or as an extension of the termination date of this Contract.
- 4. Reclassification. Throughout the term of this Contract, or any extension hereof, the Administrator shall be subject to reclassification, by demotion or reduction in rank, in accordance with the terms, provisions and procedures of Section 10-23.8b of the Illinois School Code. Nothing, however, shall be construed so as to limit the authority of the Board to order the lateral transfer of the Administrator to a position of similar rank and equal salary during the term of this Contract.

G. TERMINATION

- 1. Grounds for Termination. This Contract may be terminated during its term:
 - a. By mutual agreement, in writing;
 - b. Upon the Administrator's permanent disability (inability to perform essential job functions with or without accommodation) (The Administrator shall be considered permanently disabled: (i) after any absence due to "permanent illness or incapacity" in accordance with the terms of the Board Policy on Temporary Illness or Incapacity; (ii) if he presents to the Board a physician's statement certifying that he is permanently disabled or incapacitated; or (iii) if the Board deems the Administrator permanently disabled after a Board-required physical or mental examination. Before a termination for permanent disability, the Administrator may request a hearing before the Board. If the Administrator chooses to be accompanied by legal counsel, he shall bear any related costs. The Board hearing shall be conducted in executive session.);
 - c. Via discharge for cause;
 - d. Upon elimination of the Administrator's position; or
 - e. Upon the death of the Administrator.
- 2. Cause. Discharge for cause during the term of this Contract shall be for any conduct, act, or failure to act by the Administrator that, in the discretion of the Board, is detrimental to the best interests of the School District. Reasons for discharge for cause shall be given in writing to the Administrator, who will be entitled to notice and a hearing before the Board to discuss such causes. If the Administrator chooses to be accompanied by legal counsel, he shall bear any costs involved. The Board hearing shall be conducted in closed session. The decision of the Board will be final.

H. MISCELLANEOUS

- 1. **Notices.** Any notice required to be given under this Contract shall be deemed sufficient if it is in writing and sent by first class mail or certified mail, postage prepaid, to the last known residence of the Administrator or the President of the Board at the administrative offices of the District.
- 2. Governing Law and Venue. This Contract has been executed in Illinois and shall be governed in accordance with the laws of the State of Illinois in every respect. The parties agree that venue for all actions between the parties shall lie solely in the state court having jurisdiction over Cook County, Illinois, and the Administrator hereby submits to the jurisdiction of the same.

- 3. **Headings.** Paragraph headings and numbers have been inserted for convenience of reference only and, if there is any conflict between such headings or numbers and the text of this Contract, the text shall control.
- 4. **Counterparts.** This Contract may be executed in multiple counterparts, and a set of counterparts bearing the signatures of both parties constitutes the Contract as if the parties had signed a single document.
- 5. **Complete Understanding.** This Contract contains all 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.
- 6. **Effect of Agreement.** This Contract shall inure to the benefit of and be binding upon the Board and its successors and assigns. If any portion of this Contract is deemed to be illegal or unenforceable, the remainder shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Contract on the date written above, upon formal approval by the Board at a duly convened meeting.

EXHIBIT A JOB DESCRIPTION – PRINCIPAL



EXHIBIT A

Principal

Job Category: Certified

Status: Exempt

Location: Todd Hall/Rutledge Hall

Reports to: Superintendent of Schools

Qualifications

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skills, and abilities required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- Illinois State Board of Education Professional Educator Licensure appropriate to assignment; General Administrative endorsement. Minimum requirement of Master's Degree with specialization in Administration and Supervision.
- Ability to demonstrate personal and professional ethical behavior.
- Ability to demonstrate leadership qualities.
- Ability to demonstrate strong communication skills.

Job Goal

To improve organizational and operational effectiveness to maximize opportunities for student learning and achievement. To improve student learning and achievement while providing a safe, respectful and inviting learning environment, as well as expand quality relations with the District 74 community for improvement of student achievement.

Performance Responsibilities

- · Serves as instructional leader of the building.
- Maintains a positive school climate by making connections with students.
- Provides leadership in the organization, administration and supervision of the building.
- Provides leadership for the adaptation of the general program approved for the schools to meet the particular needs of the community served.
- Facilitates a strand of the district's strategic plan.
- Contributes as a member of the district's administrative team in progress toward achieving the district's strategic plan.
- Supervises, evaluates and/or provides input for all staff assigned to the building.
- Identifies teacher competencies in need of improvement and develops programs of remediation to assist teachers in improving teaching competencies.
- Supports the development and implementation of curriculum and the improvement of instruction.
- Partners with the district administrators in the planning and implementation of the staff development program.
- Implements Board policies, administrative rules and regulations and Board-teacher agreements relating to the
- Directs the activities of all staff members in the performance of their duties.
- Works with the Business Manager in the development and administration of the school budget.
- Develops efficient schedules, reasonable workloads and coordination of staff efforts and programs.
- Identifies staff needs and coordinates the recruitment, selection and assignment of staff and makes recommendations for employment.
- Informs the Superintendent about the needs of the school with respect to personnel, equipment, supplies and curriculum.

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- Assumes responsibility for the safety and maintenance of the school facility.
- Completes required State reports.
- Communicates with the staff to establish realistic expectations for student performance.
- Publicizes and interprets school programs and maintains rapport with the community.
- Fosters good interpersonal relations among parents, students and staff.
- Maintains membership in professional organizations.
- Other essential duties and responsibilities may be assigned.

Physical, Sensory and Environmental Demands

Physical: The employee frequently is required to stand, walk, sit, use hands and fingers; sit continuously for extended periods of time; and reach with hands and arms. The employee must have the ability to use a keyboard and equipment typically found in an administrative work setting.

Sensory: While performing the duties of this job, the employee is regularly required to talk and/or hear. Specific vision abilities required by this job include close vision, distance vision, ability to adjust focus, read and interpret documents and instruction; frequent identification of letters, numbers, and symbols in a technology environment.

Environmental: While performing the duties of this job, the employee is exposed to equipment and noise levels typical of an administrative office environment.

Evaluation:

Performance will be evaluated by the Superintendent in accordance with Board's Policy.

Terms of Employment

Twelve-month position. Salary to be determined by the Board of Education.

PRINCIPAL EMPLOYMENT CONTRACT (2024 - 2027)

THIS AGREEMENT is made on May 2, 2024, between the Board of Education of Lincolnwood School District No. 74, Cook County, Illinois (the "Board"), and Aliaa Kamara-Ibrahim (the "Administrator") (collectively, the "parties").

A. EMPLOYMENT AND COMPENSATION

- 1. Salary and Term of Employment. The Board employs the Administrator for a multi-year period commencing July 1, 2024, through and including June 30, 2027. The Administrator shall be paid an annual salary payable in 26 equal installments in accordance with the rules of the Board governing payments of other administrative staff members in the District, in the following amounts:
 - For July 1, 2024, through June 30, 2025, the salary shall be \$129,780;
 - For July 1, 2025, through June 30, 2026, the salary shall be \$135,500; and
 - For July 1, 2026, through June 30, 2027, the salary shall be \$141,600;

The Contract will consist of 260 workdays for a Contract Year. The Administrator acknowledges that she will work on a schedule set by the Superintendent and agrees that the 260-workday provision is intended solely for the purposes of calculating compensation and/or benefits on a per-diem basis and is not intended to establish or limit the number of days the Administrator may be required to work during a Contract Year.

The Administrator hereby accepts employment upon the terms and conditions hereinafter set forth.

2. Teachers' Retirement System and Health Insurance Security Fund. In addition to the annual salary stated in paragraph A.1 of this Contract, the Board shall pay on behalf of the Administrator to the Teachers' Retirement System of the State of Illinois (hereafter "TRS") and the Teachers Health Insurance Security Fund (hereafter "THIS") the Administrator's required member contributions to such pension system and health fund. The Administrator shall not have any right or claim to said amounts, except as they may become available at the time of retirement or resignation from TRS and THIS. Both parties acknowledge that the Administrator 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 Administrator's future services, knowledge, and experience. The Administrator does not have the right to receive payment for any amounts that would have been contributed to TRS or THIS by the Board on her behalf had the Administrator's required contributions not been limited by such retirement system and fund due to the application of an established limit for contributions to the

- pension plan, or to a refund of an overpayment of such contributions due to a decrease in the applicable member rate, if any.
- 3. Creditable Earnings. The parties agree that the Board makes no representations regarding the creditable earnings status with respect to any compensation received by the Administrator pursuant to the terms of this Contract. Any and all determinations regarding creditable earnings, creditable service, and related TRS issues shall be made by TRS and, where applicable, a court of competent jurisdiction.

B. CONDITIONS OF EMPLOYMENT

- 1. License. During the term of this Contract, the Administrator shall hold a valid and properly registered license with necessary endorsement as issued by the Illinois State Educator Preparation and Licensure Board qualifying her to serve in District 74 in the position of Principal. The Administrator shall also keep current her attendance at required state Administrator Academy workshops and shall satisfy other license renewal and prequalification requirements necessary to enable her to legally evaluate staff.
- 2. Medical Examination. Pursuant to paragraph 24-5 of the School Code, the Administrator shall 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. As a condition of employment, the Administrator also agrees to comply with all health requirements established by law.
- 3. Cell Phone. The Administrator is required to purchase and maintain a cell phone at her own expense and provide the cell phone number to District administrators and Board members for daily communication.
- 4. Tenure and Related Rights. The Administrator acknowledges that, pursuant to the School Code, and by accepting the terms of a multi-year contract, the Administrator waives all tenure and other rights granted under Sections 24-11 through 24-16 of the School Code only for the term of the multi-year contract and any multi-year extension thereof. During the term of this Contract, the Administrator's employment shall <u>not</u> qualify as "consecutive school terms of service" or as a "probationary period" as those terms are used in Section 24-11 and shall not be counted toward attainment of contractual continued service status (i.e. tenure) as a teacher of the School District; however, the Administrator shall not lose any previous "consecutive school terms of service" toward the attainment of tenure credit with the District, if any.
- 5. Employment Representations. The Administrator represents that she is not 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

Administrator further represents that all information provided to the District in the process of application for employment was true and complete.

C. BENEFITS

- 1. Reimbursement of Business Expenses. The Board shall reimburse the Administrator in accordance with District procedures for monthly expenses incurred in the performance of her duties. The Administrator shall itemize and substantiate all expenses incurred, in accordance with applicable Board policy and procedures.
- **2. Insurance.** The Board will provide the Administrator with the following insurance benefits:
 - Pursuant to the Administrator's benefit election, single or family a. hospitalization/medical insurance and dental insurance, as provided under any group program effective in the District. If, at any time during the term of this Contract, the Board's payment of insurance premiums is deemed to constitute a discriminatory or otherwise impermissible benefit under law or regulation or other official guidance, subjecting the Board or Administrator to potential penalties, civil fines, benefit plan disqualification, or increased tax payments, including excise taxes, the Board may, in its discretion, determine to decrease or eliminate its payment for such insurance and may, in its discretion, make a corresponding increase in another form of compensation to offset the cash value of the reduction in such insurance premium benefit. The parties acknowledge that the action to modify the benefit set forth in this paragraph of this Contract shall be in implementation of this provision of this Contract and shall not constitute or require an amendment to this Contract.
 - b. Long-term disability insurance, as provided under any group program effective in the District.
 - c. Single or family coverage vision service plan, as provided under any group program effective in the District.
 - d. Group term life and AD&D insurance, in the amount of \$150,000, subject to all eligibility conditions of the District's group program carrier. The Board will pay the premiums, and the Administrator is entitled to designate any and all beneficiaries.
- 3. Vacation. In a full Contract Year, the Administrator shall be entitled to a paid vacation of twenty (20) working days annually, exclusive of legal holidays. Vacation shall be taken, subject to the approval of the Superintendent, within the twelve (12) month period of a Contract Year; however, at the end of a Contract Year, unused vacation days will be converted into accumulated sick days for the following Contract Year with the Superintendent's approval. However, upon

separation of employment, any unused vacation days shall be paid to the Administrator at the Administrator's current per diem pursuant to the Illinois Wage Payment and Collection Act (820 ILCS 115/1 et seq.). To the extent that the Cook County Paid Leave Ordinance (Amendment 24-0583, effective December 31, 2023, herein "the Ordinance") applies to any period of employment under this Contract, the Board and the Administrator agree as follows. A portion of the allotment of vacation days described in this Section, up to the minimum Accrual Cap required under the Ordinance, shall be considered to be provided as Ordinance Paid Leave in fulfillment of the required Paid Leave Ordinance, via the frontload method, for the 12-month period of the School District's fiscal year (namely, July 1 to the following June 30). Because such Ordinance Paid Leave shall be made available to the Administrator to be used for any purpose allowed under the Ordinance as of the start of the 12-month period, no unused amount shall be carried over to the next 12-month period.

- **4. Sick Leave.** The Administrator shall be granted sick leave, as defined in Section 24-6 of the *School Code*, of seventeen (17) working days annually or, to the extent it differs, the same amount as the normal annual allotment provided to District 74 teachers, which may be accumulated to a maximum of 340 days.
- **Personal Leave.** The Administrator shall be granted personal leave of four (4) working days annually, or, to the extent it differs, in the same amount and pursuant to the same terms of use and accumulation as such days are provided to District 74 teachers.
- 6. **Professional Organizations.** Upon the Superintendent's approval of the appropriateness of the Administrator's involvement in state or national organization(s) or professional membership(s), the Board shall pay the reasonable professional dues for such organizations or memberships for the Administrator.
- 7. Attendance at Professional Meetings. The Administrator is expected to attend appropriate professional meetings or conferences at the local and state levels and, subject to prior Superintendent approval, at one national-level conference. Expenses incurred shall be reimbursed by the Board in accordance with applicable Board policy and procedures.
- 8. Annuities and Deferred Compensation. From the annual salary stated in paragraph A.1 of this Contract, the Administrator 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, and/or (2) authorize a salary reduction in order that the Board may purchase a 403(b)-eligible product for the Administrator as described in Section 403(b) of the *Internal Revenue Code*, in accordance with the Board's 403(b) Plan if offered, and provided that the Administrator confirms that any such deferrals and/or reductions are within *Internal Revenue Code* limitations.

D. POWERS AND DUTIES

1. **Duties.** The duties of the Administrator shall be those incidental to the office of a Principal. As such, she shall supervise the operation of attendance centers as the Board and Superintendent shall determine necessary and shall have as her primary responsibility the improvement of instruction. A majority of the time spent by the Administrator shall be focused on curriculum and staff development through both formal and informal activities. The Administrator shall also be expected to establish clear lines of communication regarding school goals, accomplishments, practices, and policies with parents and teachers. The Administrator shall also assume administrative responsibilities and instructional leadership, under the supervision and direction of the Superintendent and the Board and in accordance with the laws of the State of Illinois and the policies, rules, and regulations of the Board, for the planning, operation, and evaluation of the education program of and the evaluation of staff in her assigned attendance center. The Administrator shall submit recommendations to the Superintendent, as requested, concerning the appointment, retention, promotion, and assignment of all personnel assigned to her attendance center and shall keep such other registers, records, and reports as may be directed by the Superintendent and the Board or required by law. Administrator shall also be responsible for all obligations contained in the official job description for a Principal, including the discipline of students in accordance with the requirements of the Illinois School Code and Board of Education policies. It shall also be the responsibility of the Administrator to utilize resources of proper law enforcement agencies when the safety and welfare of students and staff are threatened by illegal use of drugs and alcohol.

The Administrator also shall assume any additional administrative responsibilities and duties as may be assigned, under the supervision and direction of the Superintendent and in accordance with the laws of the State of Illinois and the policies, rules, and regulations of the Board. Additionally, the Administrator shall keep such records and make such reports as are now or hereafter may be required by law or by the Board.

2. Extent of Service. The Administrator shall devote her time, skill, labor, and attention to the business of the School District and related professional activities so as to faithfully perform the duties of Principal, as set forth in the job description attached as Exhibit A and incorporated in this Contract by reference. With the permission of the Superintendent, the Administrator 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; or lecture and engage in writing activities and speaking engagements. The Administrator may not jeopardize the functioning of the School District by engaging in or by any lengthy and conspicuous absence for such professional activities.

3. Compliance with Policies. The Administrator is responsible for and deemed to have knowledge of all policies, rules, and regulations established by the Board or the District administration and shall comply with their requirements.

E. PERFORMANCE GOALS AND EVALUATIONS

1. Student Performance and Academic Improvement. The Administrator acknowledges that, pursuant to Section 10-23.8a of the School Code (105 ILCS 5/10-23.8a), this multi-year agreement is subject to performance-based goals and indicators. The Parties agree the goals and indicators are linked to student performance and academic improvement of the schools within the District.

Annually the Administrator, in consultation with the Superintendent, shall develop the Administrator's goals for the forthcoming year, which shall be set forth in the Administrator's annual evaluation document which will be submitted to the Board for its approval. In the event that the Administrator, Superintendent, and the Board fail to agree on the goals to be included in said document, the Superintendent and the Board shall establish the goals.

In addition to the above, the Parties may establish additional annual performance objectives which shall be reduced to writing, attached hereto as Exhibit B and included as part of this Agreement.

2. Evaluation. The Administrator shall be evaluated by March 1 of each Contract Year during the term of the Contract by the Superintendent, using the District's Principal Evaluation Plan. One copy of the evaluation shall be included in the Administrator's personnel file and one copy of the evaluation shall be provided to the Administrator. Except as provided by statute, failure of the Superintendent or designee to complete an evaluation does not preclude termination or non-renewal of this Contract.

F. RENEWAL OR AMENDMENT OF CONTRACT

- 1. Non-Renewal. In the event the Board determines not to renew or extend the employment of the Administrator, this Contract shall expire on the last day of the term stated above in paragraph A.1 of this Contract. Notice of intent not to renew this Contract shall be given in accordance with applicable requirements of the Illinois *School Code*, if any.
- 2. Renewal. Before the end of this Contract, the Board and Administrator may renew or extend the Administrator's employment upon such terms and conditions as they may mutually agree, provided the goals and indicators of student performance and academic improvement referenced in paragraph E.1 of this Contract have been met. In such event, the Board and Administrator shall take specific action to enter into a new contract of employment to take effect after the expiration of this Contract.

- 3. Amendment. Any adjustment or modification made during the life of this Contract shall be in the form of a written amendment and shall become a part of this Contract, but such adjustment or modification shall not be construed as a new contract with the Administrator or as an extension of the termination date of this Contract.
- 4. Reclassification. Throughout the term of this Contract, or any extension hereof, the Administrator shall be subject to reclassification, by demotion or reduction in rank, in accordance with the terms, provisions and procedures of Section 10-23.8b of the Illinois School Code. Nothing, however, shall be construed so as to limit the authority of the Board to order the lateral transfer of the Administrator to a position of similar rank and equal salary during the term of this Contract.

G. TERMINATION

- 1. Grounds for Termination. This Contract may be terminated during its term:
 - a. By mutual agreement, in writing;
 - b. Upon the Administrator's permanent disability (inability to perform essential job functions with or without accommodation) (The Administrator shall be considered permanently disabled: (i) after any absence due to "permanent illness or incapacity" in accordance with the terms of the Board Policy on Temporary Illness or Incapacity; (ii) if she presents to the Board a physician's statement certifying that she is permanently disabled or incapacitated; or (iii) if the Board deems the Administrator permanently disabled after a Board-required physical or mental examination. Before a termination for permanent disability, the Administrator may request a hearing before the Board. If the Administrator chooses to be accompanied by legal counsel, she shall bear any related costs. The Board hearing shall be conducted in executive session.);
 - c. Via discharge for cause;
 - d. Upon elimination of the Administrator's position; or
 - e. Upon the death of the Administrator.
- Cause. Discharge for cause during the term of this Contract shall be for any conduct, act, or failure to act by the Administrator that, in the discretion of the Board, is detrimental to the best interests of the School District. Reasons for discharge for cause shall be given in writing to the Administrator, who will be entitled to notice and a hearing before the Board to discuss such causes. If the Administrator chooses to be accompanied by legal counsel, she shall bear any costs involved. The Board hearing shall be conducted in closed session. The decision of the Board will be final.

H. MISCELLANEOUS

- 1. **Notices.** Any notice required to be given under this Contract shall be deemed sufficient if it is in writing and sent by first class mail or certified mail, postage prepaid, to the last known residence of the Administrator or the President of the Board at the administrative offices of the District.
- 2. **Governing Law and Venue.** This Contract has been executed in Illinois and shall be governed in accordance with the laws of the State of Illinois in every respect. The parties agree that venue for all actions between the parties shall lie solely in the state court having jurisdiction over Cook County, Illinois, and the Administrator hereby submits to the jurisdiction of the same.
- 3. **Headings.** Paragraph headings and numbers have been inserted for convenience of reference only and, if there is any conflict between such headings or numbers and the text of this Contract, the text shall control.
- 4. **Counterparts.** This Contract may be executed in multiple counterparts, and a set of counterparts bearing the signatures of both parties constitutes the Contract as if the parties had signed a single document.
- 5. **Complete Understanding.** This Contract contains all 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.
- 6. **Effect of Agreement.** This Contract shall inure to the benefit of and be binding upon the Board and its successors and assigns. If any portion of this Contract is deemed to be illegal or unenforceable, the remainder shall remain in full force and effect.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the parties have executed this Contract on the date written above, upon formal approval by the Board at a duly convened meeting.

ADMINISTRATOR

BOARD OF EDUCATION OF LINCOLNWOOD SCHOOL DISTRICT NO. 74, COOK COUNTY, ILLINOIS

Aliaa Kamara-Ibrahim

Date: 4-24-2624

Board President

Date:

ATTEST

By:__

Date

EXHIBIT A JOB DESCRIPTION – PRINCIPAL



EXHIBIT A

Principal

Job Category: Certified

Status: Exempt

Location: Todd Hall/Rutledge Hall

Reports to: Superintendent of Schools

Qualifications

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skills, and abilities required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- Illinois State Board of Education Professional Educator Licensure appropriate to assignment; General Administrative endorsement. Minimum requirement of Master's Degree with specialization in Administration and Supervision.
- Ability to demonstrate personal and professional ethical behavior.
- Ability to demonstrate leadership qualities.
- Ability to demonstrate strong communication skills.

Job Goal

To improve organizational and operational effectiveness to maximize opportunities for student learning and achievement. To improve student learning and achievement while providing a safe, respectful and inviting learning environment, as well as expand quality relations with the District 74 community for improvement of student achievement.

Performance Responsibilities

- Serves as instructional leader of the building.
- Maintains a positive school climate by making connections with students.
- Provides leadership in the organization, administration and supervision of the building.
- Provides leadership for the adaptation of the general program approved for the schools to meet the particular needs of the community served.
- Facilitates a strand of the district's strategic plan.
- Contributes as a member of the district's administrative team in progress toward achieving the district's strategic plan.
- Supervises, evaluates and/or provides input for all staff assigned to the building.
- Identifies teacher competencies in need of improvement and develops programs of remediation to assist teachers in improving teaching competencies.
- Supports the development and implementation of curriculum and the improvement of instruction.
- Partners with the district administrators in the planning and implementation of the staff development program.
- Implements Board policies, administrative rules and regulations and Board-teacher agreements relating to the school.
- Directs the activities of all staff members in the performance of their duties.
- Works with the Business Manager in the development and administration of the school budget.
- Develops efficient schedules, reasonable workloads and coordination of staff efforts and programs.
- Identifies staff needs and coordinates the recruitment, selection and assignment of staff and makes recommendations for employment.
- Informs the Superintendent about the needs of the school with respect to personnel, equipment, supplies and curriculum.

- Assumes responsibility for the safety and maintenance of the school facility.
- Completes required State reports.
- Communicates with the staff to establish realistic expectations for student performance.
- Publicizes and interprets school programs and maintains rapport with the community.
- Fosters good interpersonal relations among parents, students and staff.
- Maintains membership in professional organizations.
- Other essential duties and responsibilities may be assigned.

Physical, Sensory and Environmental Demands

Physical: The employee frequently is required to stand, walk, sit, use hands and fingers; sit continuously for extended periods of time; and reach with hands and arms. The employee must have the ability to use a keyboard and equipment typically found in an administrative work setting.

Sensory: While performing the duties of this job, the employee is regularly required to talk and/or hear. Specific vision abilities required by this job include close vision, distance vision, ability to adjust focus, read and interpret documents and instruction; frequent identification of letters, numbers, and symbols in a technology environment.

Environmental: While performing the duties of this job, the employee is exposed to equipment and noise levels typical of an administrative office environment.

Evaluation:

Performance will be evaluated by the Superintendent in accordance with Board's Policy.

Terms of Employment

Twelve-month position. Salary to be determined by the Board of Education.

DIRECTOR OF FOOD SERVICE EMPLOYMENT CONTRACT (2024 – 2026)

THIS AGREEMENT is made on May 2, 2024, between the Board of Education of Lincolnwood School District No. 74, Cook County, Illinois (the "Board"), and Peter Lembessis (the "Administrator") (collectively, the "parties").

A. EMPLOYMENT AND COMPENSATION

- 1. Salary and Term of Employment. The Board employs the Administrator for two years, from July 1, 2024, through and including June 30, 2026. The Administrator shall be paid an annual salary payable in 26 equal installments in accordance with the rules of the Board governing payments of other administrative staff members in the District, in the following amounts:
 - For July 1, 2024, through June 30, 2025, the salary shall be \$80,000; and
 - For July 1, 2025, through June 30, 2026, the salary shall be \$83,500.

The Contract will consist of 260 workdays for a full Contract Year. The Administrator acknowledges that he will work on a schedule set by the Superintendent and agrees that the 260-workday provision is intended solely for the purposes of calculating compensation and/or benefits on a per-diem basis and is not intended to establish or limit the number of days the Administrator may be required to work during a Contract Year.

The Administrator hereby accepts employment upon the terms and conditions hereinafter set forth.

2. Illinois Municipal Retirement Fund. In addition to the annual salary stated in paragraph A.1 of this Contract, the Board shall pay on behalf of the Administrator to the Illinois Municipal Retirement Fund (hereafter "IMRF") the Administrator's required member contributions to such pension system. The Administrator shall not have any right or claim to said amounts, except as they may become available at the time of retirement or resignation from IMRF. Both parties acknowledge that the Administrator did not have the option of choosing to receive the contributed amounts directly, instead of having such contributions paid by the Board to IMRF, and further acknowledge that such contributions are made as a condition of employment to secure the Administrator's future services, knowledge, and experience. The Administrator does not have the right to receive payment for any amounts that would have been contributed to IMRF by the Board on his behalf had the Administrator's required contributions not been limited by such retirement system and fund due to the application of an established limit for contributions to

- the pension plan, or to a refund of an overpayment of such contributions due to a decrease in the applicable member rate, if any.
- 3. IMRF Status. The parties agree that the Board makes no representations regarding the IMRF member wage status with respect to any compensation received by the Administrator pursuant to the terms of this Contract. Any and all determinations regarding wage status, years of service, and related IMRF issues shall be made by IMRF and, where applicable, a court of competent jurisdiction.

B. CONDITIONS OF EMPLOYMENT

- 1. Medical Examination. Pursuant to paragraph 24-5 of the School Code, the Administrator shall 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. As a condition of employment, the Administrator also agrees to comply with all health requirements established by law.
- 2. Cell Phone. The Administrator is required to purchase and maintain a cell phone at his own expense and provide the cell phone number to District administrators and Board members for daily communication.
- 3. Employment Representations. The Administrator represents that he is not under contract with any other employer, including but not limited to school districts or municipalities, for any portion of the term covered by this Contract. The Administrator further represents that all information provided to the District in the process of application for employment was true and complete.

C. BENEFITS

- 1. Reimbursement of Business Expenses. The Board shall reimburse the Administrator in accordance with District procedures for monthly expenses incurred in the performance of his duties. The Administrator shall itemize and substantiate all expenses incurred, in accordance with applicable Board policy and procedures.
- **2. Insurance.** The Board will provide the Administrator with the following insurance benefits:
 - a. Pursuant to the Administrator's benefit election, single or family hospitalization/medical insurance and dental insurance, as provided under any group program effective in the District. If, at any time during the term of this Contract, the Board's payment of insurance premiums is deemed to constitute a discriminatory or otherwise impermissible benefit under law or regulation or other official guidance, subjecting the Board or Administrator

to potential penalties, civil fines, benefit plan disqualification, or increased tax payments, including excise taxes, the Board may, in its discretion, determine to decrease or eliminate its payment for such insurance and may, in its discretion, make a corresponding increase in another form of compensation to offset the cash value of the reduction in such insurance premium benefit. The parties acknowledge that the action to modify the benefit set forth in this paragraph of this Contract shall be in implementation of this provision of this Contract and shall not constitute or require an amendment to this Contract.

- b. Long-term disability insurance, as provided under any group program effective in the District.
- c. Single or family coverage vision service plan, as provided under any group program effective in the District.
- d. Group term life and AD&D insurance, in the amount of \$50,000, subject to all eligibility conditions of the District's group program carrier. The Board will pay the premiums, and the Administrator is entitled to designate any and all beneficiaries.
- 3. Vacation. In a full Contract Year, the Administrator shall be entitled to a paid vacation of twenty (20) working days annually, exclusive of legal holidays. Vacation shall be taken, subject to the approval of the Superintendent, within the twelve (12) month period of a Contract Year; however, at the end of a Contract Year, up to five (5) unused vacation days will be converted into accumulated sick days for the following Contract Year with the Superintendent's approval. However, upon separation of employment, any unused vacation days shall be paid to the Administrator at the Administrator's current per diem pursuant to the Illinois Wage Payment and Collection Act (820 ILCS 115/1 et seq.). To the extent that the Cook County Paid Leave Ordinance (Amendment 24-0583, effective December 31, 2023, herein "the Ordinance") applies to any period of employment under this Contract, the Board and the Administrator agree as follows. A portion of the allotment of vacation days described in this Section, up to the minimum Accrual Cap required under the Ordinance, shall be considered to be provided as Ordinance Paid Leave in fulfillment of the required Paid Leave Ordinance, via the frontload method, for the 12-month period of the School District's fiscal year (namely, July 1 to the following June 30). Because such Ordinance Paid Leave shall be made available to the Administrator to be used for any purpose allowed under the Ordinance as of the start of the 12-month period, no unused amount shall be carried over to the next 12-month period.
- 4. Sick Leave. The Administrator shall be granted sick leave, as defined in Section 24-6 of the *School Code*, of seventeen (17) working days annually or, to the extent

- it differs, the same amount as the normal annual allotment provided to District 74 support staff, which may be accumulated without limit.
- 5. Personal Leave. The Administrator shall be granted personal leave of four (4) working days annually, or, to the extent it differs, in the same amount and pursuant to the same terms of use and accumulation as such days are provided to District 74 support staff.
- 6. **Professional Organizations.** Upon the Superintendent's approval of the appropriateness of the Administrator's involvement in state or national organization(s) or professional membership(s), the Board shall pay the reasonable professional dues for such organizations or memberships for the Administrator.
- 7. Attendance at Professional Meetings. The Administrator is expected to attend appropriate professional meetings or conferences at the local and state levels, subject to prior Superintendent approval. Expenses incurred shall be reimbursed by the Board in accordance with applicable Board policy and procedures.
- 8. Annuities and Deferred Compensation. From the annual salary stated in paragraph A.1 of this Contract, the Administrator 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, and/or (2) authorize a salary reduction in order that the Board may purchase a 403(b)-eligible product for the Administrator as described in Section 403(b) of the *Internal Revenue Code*, in accordance with the Board's 403(b) Plan if offered, and provided that the Administrator confirms that any such deferrals and/or reductions are within *Internal Revenue Code* limitations.

D. POWERS AND DUTIES

Duties. The duties of the Administrator shall be those incidental to the office of a Director of Food Service. As such, he shall plan and implement the District food service program to ensure proper nutrition and to safeguard the health of students, staff, and visitors. The Administrator shall plan menus with nutritional values and allergen information for the District website, and shall develop new entrees and side dishes with an emphasis on fresh, whole ingredients and scratch-made recipes for a diverse palate. The Administrator shall be responsible for the evaluation of all cafeteria employees, shall conduct interviews and make hiring recommendations, and shall also assume administrative responsibilities and departmental leadership, under the supervision and direction of the Superintendent, Business Manager/CSBO, and the Board and in accordance with the laws of the State of Illinois and the policies, rules, and regulations of the Board, and shall keep such other registers, records, and reports as may be directed by the Superintendent, Business Manager/CSBO, and the Board or required by law. The Administrator

shall also be responsible for all obligations contained in the official job description for a Director of Food Service.

The Administrator also shall assume any additional administrative responsibilities and duties as may be assigned, under the supervision and direction of the Superintendent and Business Manager/CSBO and in accordance with the laws of the State of Illinois and the policies, rules, and regulations of the Board. Additionally, the Administrator shall keep such records and make such reports as are now or hereafter may be required by law or by the Board.

- 2. Extent of Service. The Administrator shall devote his time, skill, labor, and attention to the business of the School District and related professional activities so as to faithfully perform the duties of Director of Food Service, as set forth in the job description attached as Exhibit A and incorporated in this Contract by reference. With the permission of the Superintendent, the Administrator 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; or lecture and engage in writing activities and speaking engagements. The Administrator may not jeopardize the functioning of the School District by engaging in or by any lengthy and conspicuous absence for such professional activities.
- 3. Compliance with Policies. The Administrator is responsible for and deemed to have knowledge of all policies, rules, and regulations established by the Board or the District administration and shall comply with their requirements.

E. PERFORMANCE GOALS AND EVALUATIONS

- 1. **Performance Goals.** Annually the Administrator, in consultation with the Superintendent and Business Manager/CSBO, shall develop the Administrator's goals for the forthcoming year, which shall be set forth in the Administrator's annual evaluation document which will be submitted to the Board for its approval. In the event that the Administrator, Superintendent, Business Manager/CSBO, and the Board fail to agree on the goals to be included in said document, the Superintendent and the Board shall establish the goals.
- Evaluation. The Superintendent or designee shall evaluate the Administrator's performance, including but not limited to performance on the goals and indicators listed above, at least annually. One copy of the evaluation shall be included in the Administrator's personnel file and one copy of the evaluation shall be provided to the Administrator. Except as provided by statute, failure of the Superintendent or designee to complete an evaluation does not preclude termination or non-renewal of this Contract.

F. RENEWAL OR AMENDMENT OF CONTRACT

- 1. Non-Renewal. In the event the Board determines not to renew or extend the employment of the Administrator, this Contract shall expire on the last day of the term stated above in paragraph A.1 of this Contract. Notice of intent not to renew this Contract shall be given in accordance with applicable requirements of the Illinois *School Code*, if any.
- 2. Renewal. Before the end of this Contract, the Board and Administrator may renew the Administrator's employment upon such terms and conditions as they may mutually agree. In such event, the Board and Administrator shall take specific action to enter into a new contract of employment to take effect after the expiration of this Contract.
 - a. **Performance and Retention Incentives**. Pursuant to the employment contract previously entered between the Board and the Administrator dated August 3, 2023, and in addition to the salary amount stated above in section A.1, the Board shall make an incentive payment in the amount of Seven Thousand Dollars (\$7,000.00), payable on or after July 1, 2024.

If the Board, in its sole discretion, elects to renew this Contract and the parties agree to continue the employment of the Administrator for the 2026-2027 Contract Year, any new contract of employment to take effect after the expiration of this Contract shall include an incentive in the amount of Eight Thousand Three Hundred Fifty Dollars (\$8,350.00), payable on or after July 1, 2026.

The parties acknowledge that these amounts are intended as an incentive for job performance warranting a contract renewal and the retention of the Administrator for additional years of employment. The 2026-2027 incentive payment is not guaranteed and shall not become due and payable until the parties agree on a successor contract in writing. These incentive payments shall not be added to the Administrator's base salary amount and shall not be used in the calculation of future salary increases, if any. Specific terms and conditions regarding the payment of the 2026-2027 incentive payment will be set forth in any new contract of employment and subject to agreement by the parties.

- 3. Amendment. Any adjustment or modification made during the life of this Contract shall be in the form of a written amendment and shall become a part of this Contract, but such adjustment or modification shall not be construed as a new contract with the Administrator or as an extension of the termination date of this Contract.
- 4. Reclassification. Throughout the term of this Contract, or any extension hereof, the Administrator shall be subject to reclassification, by demotion or reduction in

rank, in accordance with the terms, provisions and procedures of the Illinois School Code. Nothing, however, shall be construed so as to limit the authority of the Board to order the lateral transfer of the Administrator to a position of similar rank and equal salary during the term of this Contract.

G. TERMINATION

- 1. Grounds for Termination. This Contract may be terminated during its term:
 - a. By mutual agreement, in writing;
 - b. Upon the Administrator's permanent disability (inability to perform essential job functions with or without accommodation) (The Administrator shall be considered permanently disabled: (i) after any absence due to "permanent illness or incapacity" in accordance with the terms of the Board Policy on Temporary Illness or Incapacity; (ii) if he presents to the Board a physician's statement certifying that he is permanently disabled or incapacitated; or (iii) if the Board deems the Administrator permanently disabled after a Board-required physical or mental examination. Before a termination for permanent disability, the Administrator may request a hearing before the Board. If the Administrator chooses to be accompanied by legal counsel, he shall bear any related costs. The Board hearing shall be conducted in closed session.);
 - c. Via discharge for cause;
 - d. Upon elimination of the Administrator's position; or
 - e. Upon the death of the Administrator.
- Cause. Discharge for cause during the term of this Contract shall be for any conduct, act, or failure to act by the Administrator that, in the discretion of the Board, is detrimental to the best interests of the School District. Reasons for discharge for cause shall be given in writing to the Administrator, who will be entitled to notice and a hearing before the Board to discuss such causes. If the Administrator chooses to be accompanied by legal counsel, he shall bear any costs involved. The Board hearing shall be conducted in closed session. The decision of the Board will be final.

H. MISCELLANEOUS

1. **Notices.** Any notice required to be given under this Contract shall be deemed sufficient if it is in writing and sent by first class mail or certified mail, postage prepaid, to the last known residence of the Administrator or the President of the Board at the administrative offices of the District.

- 2. **Governing Law and Venue.** This Contract has been executed in Illinois and shall be governed in accordance with the laws of the State of Illinois in every respect. The parties agree that venue for all actions between the parties shall lie solely in the state court having jurisdiction over Cook County, Illinois, and the Administrator hereby submits to the jurisdiction of the same.
- 3. **Headings.** Paragraph headings and numbers have been inserted for convenience of reference only and, if there is any conflict between such headings or numbers and the text of this Contract, the text shall control.
- 4. **Counterparts.** This Contract may be executed in multiple counterparts, and a set of counterparts bearing the signatures of both parties constitutes the Contract as if the parties had signed a single document.
- 5. **Complete Understanding.** This Contract contains all 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.
- 6. **Effect of Agreement.** This Contract shall inure to the benefit of and be binding upon the Board and its successors and assigns. If any portion of this Contract is deemed to be illegal or unenforceable, the remainder shall remain in full force and effect.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the parties have executed this Contract on the date written above, upon formal approval by the Board at a duly convened meeting.

ADMINISTRATOR

BOARD OF EDUCATION OF LINCOLNWOOD SCHOOL DISTRICT NO. 74, COOK COUNTY, ILLINOIS

ATTEST

By: Board Secretary

Sour Oleman, Secretary, Protem

Date: 5-2-24

EXHIBIT A JOB DESCRIPTION – DIRECTOR OF FOOD SERVICE

Exhibit A



Director of Food Service

Job Title: Director of Food Service

Status: Non-Certified

<u>Location</u>: Building Cafeterias <u>Reports to</u>: Business Manager

Qualifications

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skills, and abilities required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The Director of Food Service supervises and coordinates the District food service program to ensure proper
nutrition and to safeguard the health of students, staff, and visitors. To accomplish these tasks the Director of
Food Service must work closely with the staff and administration. This position maintains the responsibility to
effectuate the procedures and practices associated with a lunch program that meets the needs of a diverse
palate of students.

Job Goal

To provide each student with highly nutritious meals in a safe, clean and efficient environment.

Performance Responsibilities

Other essential duties and responsibilities may be assigned.

- 1. Plans, directs, and oversees the preparation and servicing of all food in the cafeterias.
- 2. Assumes responsibility for the security of food and supplies.
- 3. Supervises the storage and care of food and supplies.
- 4. Assumes responsibility for the security of revenue from the cafeteria.
- 5. Records funds to lunch debit cards within the 48-hour timeline.
- 6. Supervises and participates in the preparation and serving of all food.
- 7. Plans menus with nutritional values and allergen information for the District website.
- 8. Develops new entrees and side dishes with an emphasis on fresh, whole ingredients and scratch-made recipes.
- 9. Oversees and participates in the cleaning of kitchen, servicing areas, storage areas, and dining areas.
- 10. Assigns, directs, plans, and supervises the work of the cafeteria staff.
- 11. Evaluates the performance of all cafeteria employees. Conducts interviews and makes hiring recommendations.
- 12. Plans and organizes kitchen staff training to support use of fresh ingredients, scratch-based preparations and new recipe development.
- 13. Ensures employee time records are properly reported.
- 14. Instructs cafeteria staff in performing their assigned tasks.

- 15. Plans work schedules and makes arrangements for substitutes when required.
- Inspects kitchen, cooking utensils, and staff for cleanliness and sanitary conditions. Ensures there is no cross-contamination of ingredients.
- 17. Conducts taste tests and/or surveys with students and staff prior to launching new menu items.
- 18. Assumes responsibility for checking that all equipment is in safe working condition and notifies the appropriate authority when repairs or replacements are needed.
- 19. Approves purchases and maintains an inventory of all foods, supplies, and equipment.
- 20. Places orders and gets information on new products and pricing with a prioritization on locally-sourced, whole ingredients.
- 21. Orders and sets up food and supplies for District sponsored events when requested.
- 22. Standardizes prices charged for daily lunches and ala carte items including milk.
- 23. Standardizes the portions served related to a healthy lunch.
- 24. Operates the point of sale system during lunch periods.
- 25. Sends out letters and emails for low balance, negative accounts, and quarterly statements.
- 26. Updates individual debit card accounts to be sent to the parents on request.
- 27. Collects the necessary data and submits the ISBE milk reports on time.
- 28. Prints, laminates, and issues new lunch ID cards for new students and lost or damaged cards.
- 29. Other projects as assigned.

Physical, Sensory and Environmental Demands:

Physical: While performing the duties of the job, the employee is frequently required to use hands to manipulate, handle, or feel; frequently is required to reach with hands and arms; frequently is required to stand and walk; frequently must lift and/or move up to 50 pounds.

Sensory: While performing the duties of this job, the employee is regularly required to talk and/or hear. Specific vision abilities required by this job include close vision, distance vision, ability to adjust focus, read and interpret documents and instruction; frequent identification of letters, numbers, and symbols in a technology environment.

Environmental: While performing the duties of this job, the employee is exposed to equipment and noise levels typical of a school kitchen environment.

Evaluation:

Performance of this job will be evaluated in accordance with provisions of the Board's policy on Evaluation of Professional Personnel.

Terms of Employment:

Twelve-month position. Salary and benefits to be determined by the Board of Education.

DIRECTOR OF COMMUNICATIONS AND COMMUNITY RELATIONS EMPLOYMENT CONTRACT (2024 – 2026)

THIS AGREEMENT is made on May 2, 2024, between the Board of Education of Lincolnwood School District No. 74, Cook County, Illinois (the "Board"), and Jaclyn McGoey (the "Administrator") (collectively, the "parties").

A. EMPLOYMENT AND COMPENSATION

- 1. Salary and Term of Employment. The Board employs the Administrator for two years, from July 1, 2024, through and including June 30, 2026. The Administrator shall be paid an annual salary payable in 26 equal installments in accordance with the rules of the Board governing payments of other administrative staff members in the District, in the following amounts:
 - For July 1, 2024, through June 30, 2025, the salary shall be \$85,000; and
 - For July 1, 2025, through June 30, 2026, the salary shall be \$88,500.

The Contract will consist of 260 workdays for a full Contract Year. The Administrator acknowledges that she will work on a schedule set by the Superintendent and agrees that the 260-workday provision is intended solely for the purposes of calculating compensation and/or benefits on a per-diem basis and is not intended to establish or limit the number of days the Administrator may be required to work during a Contract Year.

The Administrator hereby accepts employment upon the terms and conditions hereinafter set forth.

2. Illinois Municipal Retirement Fund. In addition to the annual salary stated in paragraph A.1 of this Contract, the Board shall pay on behalf of the Administrator to the Illinois Municipal Retirement Fund (hereafter "IMRF") the Administrator's required member contributions to such pension system. The Administrator shall not have any right or claim to said amounts, except as they may become available at the time of retirement or resignation from IMRF. Both parties acknowledge that the Administrator did not have the option of choosing to receive the contributed amounts directly, instead of having such contributions paid by the Board to IMRF, and further acknowledge that such contributions are made as a condition of employment to secure the Administrator's future services, knowledge, and experience. The Administrator does not have the right to receive payment for any amounts that would have been contributed to IMRF by the Board on her behalf had the Administrator's required contributions not been limited by such retirement system and fund due to the application of an established limit for contributions to

- the pension plan, or to a refund of an overpayment of such contributions due to a decrease in the applicable member rate, if any.
- 3. IMRF Status. The parties agree that the Board makes no representations regarding the IMRF member wage status with respect to any compensation received by the Administrator pursuant to the terms of this Contract. Any and all determinations regarding wage status, years of service, and related IMRF issues shall be made by IMRF and, where applicable, a court of competent jurisdiction.

B. CONDITIONS OF EMPLOYMENT

- 1. Medical Examination. Pursuant to paragraph 24-5 of the School Code, the Administrator shall 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. As a condition of employment, the Administrator also agrees to comply with all health requirements established by law.
- 2. Cell Phone. The Administrator is required to purchase and maintain a cell phone at her own expense and provide the cell phone number to District administrators and Board members for daily communication.
- 3. Employment Representations. The Administrator represents that she is not under contract with any other employer, including but not limited to school districts or municipalities, for any portion of the term covered by this Contract. The Administrator further represents that all information provided to the District in the process of application for employment was true and complete.

C. BENEFITS

- 1. Reimbursement of Business Expenses. The Board shall reimburse the Administrator in accordance with District procedures for monthly expenses incurred in the performance of her duties. The Administrator shall itemize and substantiate all expenses incurred, in accordance with applicable Board policy and procedures.
- **2. Insurance.** The Board will provide the Administrator with the following insurance benefits:
 - a. Pursuant to the Administrator's benefit election, single or family hospitalization/medical insurance and dental insurance, as provided under any group program effective in the District. If, at any time during the term of this Contract, the Board's payment of insurance premiums is deemed to constitute a discriminatory or otherwise impermissible benefit under law or regulation or other official guidance, subjecting the Board or Administrator

to potential penalties, civil fines, benefit plan disqualification, or increased tax payments, including excise taxes, the Board may, in its discretion, determine to decrease or eliminate its payment for such insurance and may, in its discretion, make a corresponding increase in another form of compensation to offset the cash value of the reduction in such insurance premium benefit. The parties acknowledge that the action to modify the benefit set forth in this paragraph of this Contract shall be in implementation of this provision of this Contract and shall not constitute or require an amendment to this Contract.

- b. Long-term disability insurance, as provided under any group program effective in the District.
- c. Single or family coverage vision service plan, as provided under any group program effective in the District.
- d. Group term life and AD&D insurance, in the amount of \$50,000, subject to all eligibility conditions of the District's group program carrier. The Board will pay the premiums, and the Administrator is entitled to designate any and all beneficiaries.
- 3. Vacation. In a full Contract Year, the Administrator shall be entitled to a paid vacation of twenty (20) working days annually, exclusive of legal holidays. Vacation shall be taken, subject to the approval of the Superintendent, within the twelve (12) month period of a Contract Year; however, at the end of a Contract Year, up to five (5) unused vacation days will be converted into accumulated sick days for the following Contract Year with the Superintendent's approval. However, upon separation of employment, any unused vacation days shall be paid to the Administrator at the Administrator's current per diem pursuant to the Illinois Wage Payment and Collection Act (820 ILCS 115/1 et seq.). To the extent that the Cook County Paid Leave Ordinance (Amendment 24-0583, effective December 31, 2023, herein "the Ordinance") applies to any period of employment under this Contract, the Board and the Administrator agree as follows. A portion of the allotment of vacation days described in this Section, up to the minimum Accrual Cap required under the Ordinance, shall be considered to be provided as Ordinance Paid Leave in fulfillment of the required Paid Leave Ordinance, via the frontload method, for the 12-month period of the School District's fiscal year (namely, July 1 to the following June 30). Because such Ordinance Paid Leave shall be made available to the Administrator to be used for any purpose allowed under the Ordinance as of the start of the 12-month period, no unused amount shall be carried over to the next 12-month period.
- **4. Sick Leave.** The Administrator shall be granted sick leave, as defined in Section 24-6 of the *School Code*, of seventeen (17) working days annually or, to the extent

- it differs, the same amount as the normal annual allotment provided to District 74 support staff, which may be accumulated without limit.
- 5. **Personal Leave.** The Administrator shall be granted personal leave of four (4) working days annually, or, to the extent it differs, in the same amount and pursuant to the same terms of use and accumulation as such days are provided to District 74 support staff.
- 6. **Professional Organizations.** Upon the Superintendent's approval of the appropriateness of the Administrator's involvement in state or national organization(s) or professional membership(s), the Board shall pay the reasonable professional dues for such organizations or memberships for the Administrator.
- 7. Attendance at Professional Meetings. The Administrator is expected to attend appropriate professional meetings or conferences at the local and state levels, subject to prior Superintendent approval. Expenses incurred shall be reimbursed by the Board in accordance with applicable Board policy and procedures.
- 8. Annuities and Deferred Compensation. From the annual salary stated in paragraph A.1 of this Contract, the Administrator 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, and/or (2) authorize a salary reduction in order that the Board may purchase a 403(b)-eligible product for the Administrator as described in Section 403(b) of the *Internal Revenue Code*, in accordance with the Board's 403(b) Plan if offered, and provided that the Administrator confirms that any such deferrals and/or reductions are within *Internal Revenue Code* limitations.

D. POWERS AND DUTIES

1. **Duties.** The duties of the Administrator shall be those incidental to the office of a Director of Communications and Community Relations. As such, she shall plan and implement a District public relations program to keep the community informed and build support through open and authentic communications. The public relations shall include, without limitation, media relations: communications; communications to the community; communications to students and parents/guardians; emergency communications in coordination with the District Safety Coordinator; the District website and social media platforms; alumni relations; and other efforts to reach all audiences using suitable mediums. The Administrator shall also assume administrative responsibilities and departmental leadership, under the supervision and direction of the Superintendent, Business Manager/CSBO, and the Board and in accordance with the laws of the State of Illinois and the policies, rules, and regulations of the Board, and shall keep such other registers, records, and reports as may be directed by the Superintendent, Business Manager/CSBO, and the Board or required by law. The Administrator

shall also be responsible for all obligations contained in the official job description for a Director of Communications and Community Relations.

The Administrator also shall assume any additional administrative responsibilities and duties as may be assigned, under the supervision and direction of the Superintendent and Business Manager/CSBO and in accordance with the laws of the State of Illinois and the policies, rules, and regulations of the Board. Additionally, the Administrator shall keep such records and make such reports as are now or hereafter may be required by law or by the Board.

- 2. Extent of Service. The Administrator shall devote her time, skill, labor, and attention to the business of the School District and related professional activities so as to faithfully perform the duties of Director of Communications and Community Relations, as set forth in the job description attached as Exhibit A and incorporated in this Contract by reference. With the permission of the Superintendent, the Administrator 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; or lecture and engage in writing activities and speaking engagements. The Administrator may not jeopardize the functioning of the School District by engaging in or by any lengthy and conspicuous absence for such professional activities.
- 3. Compliance with Policies. The Administrator is responsible for and deemed to have knowledge of all policies, rules, and regulations established by the Board or the District administration and shall comply with their requirements.

E. PERFORMANCE GOALS AND EVALUATIONS

- 1. **Performance Goals.** Annually the Administrator, in consultation with the Superintendent and Business Manager/CSBO, shall develop the Administrator's goals for the forthcoming year, which shall be set forth in the Administrator's annual evaluation document which will be submitted to the Board for its approval. In the event that the Administrator, Superintendent, Business Manager/CSBO, and the Board fail to agree on the goals to be included in said document, the Superintendent and the Board shall establish the goals.
- Evaluation. The Superintendent or designee shall evaluate the Administrator's performance, including but not limited to performance on the goals and indicators listed above, at least annually. One copy of the evaluation shall be included in the Administrator's personnel file and one copy of the evaluation shall be provided to the Administrator. Except as provided by statute, failure of the Superintendent or designee to complete an evaluation does not preclude termination or non-renewal of this Contract.

F. RENEWAL OR AMENDMENT OF CONTRACT

- 1. **Non-Renewal.** In the event the Board determines not to renew or extend the employment of the Administrator, this Contract shall expire on the last day of the term stated above in paragraph A.1 of this Contract. Notice of intent not to renew this Contract shall be given in accordance with applicable requirements of the Illinois *School Code*, if any.
- 2. Renewal. Before the end of this Contract, the Board and Administrator may renew the Administrator's employment upon such terms and conditions as they may mutually agree. In such event, the Board and Administrator shall take specific action to enter into a new contract of employment to take effect after the expiration of this Contract.
 - a. **Performance and Retention Incentives**. Pursuant to the employment contract previously entered between the Board and the Administrator dated May 4, 2023, and in addition to the salary amount stated above in section A.1, the Board shall make an incentive payment in the amount of Seven Thousand Five Hundred Dollars (\$7,500.00), payable on or after July 1, 2024.

If the Board, in its sole discretion, elects to renew this Contract and the parties agree to continue the employment of the Administrator for the 2026-2027 Contract Year, any new contract of employment to take effect after the expiration of this Contract shall include an incentive in the amount of Eight Thousand Eight Hundred Fifty Dollars (\$8,850.00), payable on or after July 1, 2026.

The parties acknowledge that these amounts are intended as an incentive for job performance warranting a contract renewal and the retention of the Administrator for additional years of employment. The 2026-2027 incentive payment is not guaranteed and shall not become due and payable until the parties agree on a successor contract in writing. These incentive payments shall not be added to the Administrator's base salary amount and shall not be used in the calculation of future salary increases, if any. Specific terms and conditions regarding the payment of the 2026-2027 incentive payment will be set forth in any new contract of employment and subject to agreement by the parties.

3. Amendment. Any adjustment or modification made during the life of this Contract shall be in the form of a written amendment and shall become a part of this Contract, but such adjustment or modification shall not be construed as a new contract with the Administrator or as an extension of the termination date of this Contract.

4. Reclassification. Throughout the term of this Contract, or any extension hereof, the Administrator shall be subject to reclassification, by demotion or reduction in rank, in accordance with the terms, provisions and procedures of the Illinois School Code. Nothing, however, shall be construed so as to limit the authority of the Board to order the lateral transfer of the Administrator to a position of similar rank and equal salary during the term of this Contract.

G. TERMINATION

- 1. Grounds for Termination. This Contract may be terminated during its term:
 - a. By mutual agreement, in writing;
 - b. Upon the Administrator's permanent disability (inability to perform essential job functions with or without accommodation) (The Administrator shall be considered permanently disabled: (i) after any absence due to "permanent illness or incapacity" in accordance with the terms of the Board Policy on Temporary Illness or Incapacity; (ii) if she presents to the Board a physician's statement certifying that she is permanently disabled or incapacitated; or (iii) if the Board deems the Administrator permanently disabled after a Board-required physical or mental examination. Before a termination for permanent disability, the Administrator may request a hearing before the Board. If the Administrator chooses to be accompanied by legal counsel, she shall bear any related costs. The Board hearing shall be conducted in executive session.);
 - c. Via discharge for cause;
 - d. Upon elimination of the Administrator's position; or
 - e. Upon the death of the Administrator.
- Cause. Discharge for cause during the term of this Contract shall be for any conduct, act, or failure to act by the Administrator that, in the discretion of the Board, is detrimental to the best interests of the School District. Reasons for discharge for cause shall be given in writing to the Administrator, who will be entitled to notice and a hearing before the Board to discuss such causes. If the Administrator chooses to be accompanied by legal counsel, she shall bear any costs involved. The Board hearing shall be conducted in closed session. The decision of the Board will be final.

H. MISCELLANEOUS

1. **Notices.** Any notice required to be given under this Contract shall be deemed sufficient if it is in writing and sent by first class mail or certified mail, postage

- prepaid, to the last known residence of the Administrator or the President of the Board at the administrative offices of the District.
- 2. **Governing Law and Venue.** This Contract has been executed in Illinois and shall be governed in accordance with the laws of the State of Illinois in every respect. The parties agree that venue for all actions between the parties shall lie solely in the state court having jurisdiction over Cook County, Illinois, and the Administrator hereby submits to the jurisdiction of the same.
- 3. **Headings.** Paragraph headings and numbers have been inserted for convenience of reference only and, if there is any conflict between such headings or numbers and the text of this Contract, the text shall control.
- 4. **Counterparts.** This Contract may be executed in multiple counterparts, and a set of counterparts bearing the signatures of both parties constitutes the Contract as if the parties had signed a single document.
- 5. **Complete Understanding.** This Contract contains all 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.
- 6. **Effect of Agreement.** This Contract shall inure to the benefit of and be binding upon the Board and its successors and assigns. If any portion of this Contract is deemed to be illegal or unenforceable, the remainder shall remain in full force and effect.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the parties have executed this Contract on the date written above, upon formal approval by the Board at a duly convened meeting.

ADMINISTRATOR

BOARD OF EDUCATION OF LINCOLNWOOD SCHOOL DISTRICT NO. 74, COOK COUNTY, ILLINOIS

By:

Board President

.

Date:

ATTEST

By: _

Board Secretary

Jay Oleniezak

Date: C

9

EXHIBIT A

JOB DESCRIPTION -

DIRECTOR OF COMMUNICATIONS AND COMMUNITY RELATIONS



EXHIBIT A

Director of Communications and Community Relations

Job Category: Non-Certified

Status: Exempt

Location: Administration Building

Reports to: Superintendent of Schools

Qualifications

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skills, and abilities required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- Ability to demonstrate personal and professional ethical behavior.
- Ability to demonstrate leadership qualities.
- Ability to demonstrate strong oral and written communication skills.
- Self-directed with a high degree of common sense and the ability to work well under pressure.
- Minimum of 5-7 years experience in a Public Relations (or similar field) that includes communications strategy development, writing, editing and project management of communications directed to internal as well as public audiences in venues such as print, video, broadcast and digital.
- A degree in Public Relations (or related field) preferred but not required.
- Working knowledge of internal and external public relations programs/processes with the ability to
 organize workload to handle multiple projects simultaneously under tight deadlines.
- Excellent analytical and critical thinking skills.
- Experience in planning, implementing, evaluating, budgeting and personnel management.
- Good judgment and ability to maintain a "global" perspective.

Job Goal

To facilitate mutually supportive relationships between Lincolnwood School District 74 and the many "publics" it serves. The responsibility and goal of this position is to showcase and communicate, to the Lincolnwood community, the programs and events that are happening in Lincolnwood School District 74. This position reengages the community, enhances the existing programs and events, and continually grows participation.

Performance Responsibilities

- Reaches out to local, regional and, when appropriate, national media outlets with regard to newsworthy
 projects being undertaken in the district. Responds to media inquiries with accurate information.
- Serves as a liaison between the school district and various media outlets for the purposes of ensuring
 accurate dissemination of information relative to the district.
- Manages district social media accounts.
- Develops and implements programs to showcase district initiatives.
- Acts as the District spokesperson.
- Oversees and evaluates district communications.
- Serves as district liaison, on behalf of SD74, to parent groups and the public.
- Oversees alumni relations.
- Exercises authority to make independent decisions with regard to appropriate representations on behalf of SD74, when necessary, and report such decisions to the Superintendent and/or designee.

- Works with principals, teachers, and parents to identify newsworthy events.
- Works with the Director of Technology to ensure that information posted to the SD74 website, and all
 affiliated sites, is timely, accurate, and updated.
- Facilitates positive relations with students, parents, administration, staff, Board of Education, community
 and high school district for the purpose of unifying efforts of all stakeholders.
- Fosters strong relationships between the district and parent groups, library, parks, chamber, village and
 related agencies such as Children's Care and Development Center (CCDC) toward the vision and mission of
 Lincolnwood School District 74.
- Provides local realtors with district information for potential residents to review.
- Manages multimedia (pictures, videos, podcasts, etc.) on behalf of the district.
- Participates in meetings, workshops, trainings and seminars for the purpose of conveying and/or gathering
 information required to successfully execute this job description.
- Develops and implements newsletters.
- Executes surveys and collection of survey data.
- Assist the Business Office in the preparation and administration of the budget of the office of the Director of Community Relations.
- Serves as administrative liaison to recognized Parent-Community organizations.
- Oversees planning of special district events in coordination with the administrative team.
- Develops the agenda with the superintendent for the Communications Task Force meetings.
- Other essential duties and responsibilities may be assigned.

Physical, Sensory and Environmental Demands

Physical: The employee frequently is required to stand, walk, sit, use hands and fingers; sit continuously for extended periods of time; and reach with hands and arms. The employee must have the ability to use a keyboard and equipment typically found in an administrative work setting.

Sensory: While performing the duties of this job, the employee is regularly required to talk and/or hear. Specific vision abilities required by this job include close vision, distance vision, ability to adjust focus, read and interpret documents and instruction; frequent identification of letters, numbers, and symbols in a technology environment.

Environmental: While performing the duties of this job, the employee is exposed to equipment and noise levels typical of an administrative office environment.

Evaluation:

Performance will be evaluated by the Superintendent in accordance with Board Policy.

Terms of Employment

Twelve-month position. Salary to be determined by Board of Education.

DIRECTOR OF SPECIAL EDUCATION EMPLOYMENT CONTRACT (2024 - 2025)

THIS AGREEMENT is made on May 2, 2024, between the Board of Education of Lincolnwood School District No. 74, Cook County, Illinois (the "Board"), and Jennifer Ruttkay (the "Administrator") (collectively, the "parties").

A. EMPLOYMENT AND COMPENSATION

1. Salary and Term of Employment. The Board employs the Administrator for one year, from July 1, 2024, through and including June 30, 2025, at an annual salary in the amount of One Hundred Twenty-Five Thousand Dollars (\$125,000.00). The Administrator's salary is payable in 26 equal installments in accordance with the rules of the Board governing payments of other administrative staff members in the District.

The Contract will consist of 205 workdays for a Contract Year. The Administrator acknowledges that she will work on a schedule set by the Superintendent and agrees that the 205-workday provision is intended solely for the purposes of calculating compensation and/or benefits on a per-diem basis and is not intended to establish or limit the number of days the Administrator may be required to work during a Contract Year.

The Administrator hereby accepts employment upon the terms and conditions hereinafter set forth.

2. Teachers' Retirement System and Health Insurance Security Fund. In addition to the annual salary stated in paragraph A.1 of this Contract, the Board shall pay on behalf of the Administrator to the Teachers' Retirement System of the State of Illinois (hereafter "TRS") and the Teachers Health Insurance Security Fund (hereafter "THIS") the Administrator's required member contributions to such pension system and health fund. The Administrator shall not have any right or claim to said amounts, except as they may become available at the time of retirement or resignation from TRS and THIS. Both parties acknowledge that the Administrator 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 Administrator's future services, knowledge, and experience. The Administrator does not have the right to receive payment for any amounts that would have been contributed to TRS or THIS by the Board on her behalf had the Administrator's required contributions not been limited by such retirement system and fund due to the application of an established limit for contributions to the pension plan, or to a refund of an overpayment of such contributions due to a decrease in the applicable member rate, if any.

3. Creditable Earnings. The parties agree that the Board makes no representations regarding the creditable earnings status with respect to any compensation received by the Administrator pursuant to the terms of this Contract. Any and all determinations regarding creditable earnings, creditable service, and related TRS issues shall be made by TRS and, where applicable, a court of competent jurisdiction.

B. CONDITIONS OF EMPLOYMENT

- 1. License. During the term of this Contract, the Administrator shall hold a valid and properly registered license with necessary endorsement as issued by the Illinois State Educator Preparation and Licensure Board qualifying her to serve in District 74 in the position of Director of Special Education. The Administrator shall also keep current her attendance at required state Administrator Academy workshops and shall satisfy other license renewal and prequalification requirements necessary to enable her to legally evaluate staff.
- 2. Medical Examination. Pursuant to paragraph 24-5 of the School Code, the Administrator shall 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. As a condition of employment, the Administrator also agrees to comply with all health requirements established by law.
- 3. Cell Phone. The Administrator is required to purchase and maintain a cell phone at her own expense and provide the cell phone number to District administrators and Board members for daily communication.
- 4. Tenure and Related Rights. During the term of this Contract, the Administrator does <u>not</u> waive rights granted under Sections 24-11 through 24-16 of the School Code. During the term of this Contract, the Administrator will maintain contractual continued service status (i.e. tenure) as a teacher of the School District. The Board and the Administrator agree that this Contract is <u>not</u> a performance-based contract pursuant to Section 10-23.8a of the School Code.
- 5. Employment Representations. The Administrator represents that she is not 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 Administrator further represents that all information provided to the District in the process of application for employment was true and complete.

C. BENEFITS

1. Reimbursement of Business Expenses. The Board shall reimburse the Administrator in accordance with District procedures for monthly expenses incurred in the performance of her duties. The Administrator shall itemize and

substantiate all expenses incurred, in accordance with applicable Board policy and procedures.

- **Insurance.** The Board will provide the Administrator with the following insurance benefits:
 - a. Pursuant to the Administrator's benefit election, single or family hospitalization/medical insurance and dental insurance, as provided under any group program effective in the District. If, at any time during the term of this Contract, the Board's payment of insurance premiums is deemed to constitute a discriminatory or otherwise impermissible benefit under law or regulation or other official guidance, subjecting the Board or Administrator to potential penalties, civil fines, benefit plan disqualification, or increased tax payments, including excise taxes, the Board may, in its discretion, determine to decrease or eliminate its payment for such insurance and may, in its discretion, make a corresponding increase in another form of compensation to offset the cash value of the reduction in such insurance premium benefit. The parties acknowledge that the action to modify the benefit set forth in this paragraph of this Contract shall be in implementation of this provision of this Contract and shall not constitute or require an amendment to this Contract.
 - b. Long-term disability insurance, as provided under any group program effective in the District.
 - c. Single or family coverage vision service plan, as provided under any group program effective in the District.
 - d. Group term life and AD&D insurance, in the amount of \$150,000, subject to all eligibility conditions of the District's group program carrier. The Board will pay the premiums, and the Administrator is entitled to designate any and all beneficiaries.

3. Paid Leave.

- a. **Sick Leave**. The Administrator shall be granted sick leave, as defined in Section 24-6 of the School Code, of seventeen (17) working days annually or, to the extent it differs, the same amount as the normal annual allotment provided to District 74 teachers, which may be accumulated to a maximum of 340 days.
- b. **Personal Leave**. The Administrator shall be granted personal leave of four (4) working days annually, or, to the extent it differs, in the same amount and pursuant to the same terms of use and accumulation as such days are provided to District 74 teachers.
- c. **Cook County Paid Leave Ordinance**. To the extent that the Cook County Paid Leave Ordinance (Amendment 24-0583, effective December 31, 2023,

herein "the Ordinance") applies to any period of employment under this Contract, the Board and the Administrator agree as follows. A portion of the allotment of personal leave days and sick leave days described in this Section, up to the minimum Accrual Cap required under the Ordinance, shall be considered to be provided as Ordinance Paid Leave in fulfillment of the required Paid Leave Ordinance, via the frontload method, for the 12-month period of the School District's fiscal year (namely, July 1 to the following June 30). Because such Ordinance Paid Leave shall be made available to the Administrator to be used for any purpose allowed under the Ordinance as of the start of the 12-month period, no unused amount shall be carried over to the next 12-month period.

- 4. **Professional Organizations.** Upon the Superintendent's approval of the appropriateness of the Administrator's involvement in state or national organization(s) or professional membership(s), the Board shall pay the reasonable professional dues for such organizations or memberships for the Administrator.
- 5. Attendance at Professional Meetings. The Administrator is expected to attend appropriate professional meetings or conferences at the local and state levels and, subject to prior Superintendent approval, at one national-level conference. Expenses incurred shall be reimbursed by the Board in accordance with applicable Board policy and procedures.
- 6. Annuities and Deferred Compensation. From the annual salary stated in paragraph A.1 of this Contract, the Administrator 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, and/or (2) authorize a salary reduction in order that the Board may purchase a 403(b)-eligible product for the Administrator as described in Section 403(b) of the *Internal Revenue Code*, in accordance with the Board's 403(b) Plan if offered, and provided that the Administrator confirms that any such deferrals and/or reductions are within *Internal Revenue Code* limitations.

D. POWERS AND DUTIES

- 1. Duties. The Administrator, as directed in her job description, shall assist the Superintendent in the administrative operation and management of the School District. The Administrator also shall assume any additional administrative responsibilities and duties as may be assigned, under the supervision and direction of the Superintendent and in accordance with the laws of the State of Illinois and the policies, rules, and regulations of the Board. Additionally, the Administrator shall keep such records and make such reports as are now or hereafter may be required by law or by the Board.
- **2. Extent of Service.** The Administrator shall devote her time, skill, labor, and attention to the business of the School District and related professional activities so as to faithfully perform the duties of Director of Special Education, as set forth in

the job description attached as Exhibit A and incorporated in this Contract by reference. With the permission of the Superintendent, the Administrator 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; or lecture and engage in writing activities and speaking engagements. The Administrator may not jeopardize the functioning of the School District by engaging in or by any lengthy and conspicuous absence for such professional activities.

3. Compliance with Policies. The Administrator is responsible for and deemed to have knowledge of all policies, rules, and regulations established by the Board or the District administration and shall comply with their requirements.

E. PERFORMANCE GOALS AND EVALUATIONS

- Performance Goals. Annually the Administrator, in consultation with the Superintendent, shall develop the Administrator's goals for the forthcoming year, which shall be set forth in the Administrator's annual evaluation document which will be submitted to the Board for its approval. In the event that the Administrator, Superintendent, and the Board fail to agree on the goals to be included in said document, the Superintendent and the Board shall establish the goals.
- 2. **Evaluation.** One copy of the evaluation shall be included in the Administrator's personnel file and one copy of the evaluation shall be provided to the Administrator. Except as provided by statute, failure of the Superintendent or designee to complete an evaluation does not preclude termination or non-renewal of this Contract.

F. RENEWAL OR AMENDMENT OF CONTRACT

- 1. Non-Renewal. In the event the Board determines not to renew or extend the employment of the Administrator, this Contract shall expire on the last day of the term stated above in paragraph A.1 of this Contract. Notice of intent not to renew this Contract shall be given in accordance with applicable requirements of the Illinois *School Code*, if any.
- 2. Renewal. Before the end of this Contract, the Board and Administrator may renew the Administrator's employment upon such terms and conditions as they may mutually agree. In such event, the Board and Administrator shall take specific action to enter into a new contract of employment to take effect after the expiration of this Contract.
- 3. Amendment. Any adjustment or modification made during the life of this Contract shall be in the form of a written amendment and shall become a part of this Contract, but such adjustment or modification shall not be construed as a new contract with the Administrator or as an extension of the termination date of this Contract.

4. Reclassification. Throughout the term of this Contract, or any extension hereof, the Administrator shall be subject to reclassification, by demotion or reduction in rank, in accordance with the terms, provisions and procedures of the Illinois School Code. Nothing, however, shall be construed so as to limit the authority of the Board to order the lateral transfer of the Administrator to a position of similar rank and equal salary during the term of this Contract.

G. TERMINATION

- 1. Grounds for Termination. This Contract may be terminated during its term:
 - a. By mutual agreement, in writing;
 - b. Upon the Administrator's permanent disability (inability to perform essential job functions with or without accommodation) (The Administrator shall be considered permanently disabled: (i) after any absence due to "permanent illness or incapacity" in accordance with the terms of the Board Policy on Temporary Illness or Incapacity; (ii) if she presents to the Board a physician's statement certifying that she is permanently disabled or incapacitated; or (iii) if the Board deems the Administrator permanently disabled after a Board-required physical or mental examination. Before a termination for permanent disability, the Administrator may request a hearing before the Board. If the Administrator chooses to be accompanied by legal counsel, she shall bear any related costs. The Board hearing shall be conducted in executive session.);
 - c. Via discharge for cause;
 - d. Upon elimination of the Administrator's position; or
 - e. Upon the death of the Administrator.
- Cause. Discharge for cause during the term of this Contract shall be for any conduct, act, or failure to act by the Administrator that, in the discretion of the Board, is detrimental to the best interests of the School District. Reasons for discharge for cause shall be given in writing to the Administrator, who will be entitled to notice and a hearing before the Board to discuss such causes. If the Administrator chooses to be accompanied by legal counsel, she shall bear any costs involved. The Board hearing shall be conducted in closed session. The decision of the Board will be final.

H. MISCELLANEOUS

1. **Notices.** Any notice required to be given under this Contract shall be deemed sufficient if it is in writing and sent by first class mail or certified mail, postage prepaid, to the last known residence of the Administrator or the President of the Board at the administrative offices of the District.

- 2. **Governing Law and Venue.** This Contract has been executed in Illinois and shall be governed in accordance with the laws of the State of Illinois in every respect. The parties agree that venue for all actions between the parties shall lie solely in the state court having jurisdiction over Cook County, Illinois, and the Administrator hereby submits to the jurisdiction of the same.
- 3. **Headings.** Paragraph headings and numbers have been inserted for convenience of reference only and, if there is any conflict between such headings or numbers and the text of this Contract, the text shall control.
- 4. **Counterparts.** This Contract may be executed in multiple counterparts, and a set of counterparts bearing the signatures of both parties constitutes the Contract as if the parties had signed a single document.
- 5. Complete Understanding. This Contract contains all 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.
- 6. **Effect of Agreement.** This Contract shall inure to the benefit of and be binding upon the Board and its successors and assigns. If any portion of this Contract is deemed to be illegal or unenforceable, the remainder shall remain in full force and effect.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the parties have executed this Contract on the date written above, upon formal approval by the Board at a duly convened meeting.

ADMINISTRATOR

BOARD OF EDUCATION OF LINCOLNWOOD SCHOOL DISTRICT NO. 74, COOK COUNTY, ILLINOIS

Jecotly
Jennifer Ruttkav

Date: 4/24/24

Board President

Date: 5-2-20

ATTEST

By: Board Secre

Date: 5 - 2 - 29

EXHIBIT A JOB DESCRIPTION – DIRECTOR OF SPECIAL EDUCATION



EXHIBIT A

Director of Special Education

Job Category: Certified

Status: Exempt

Location: Administration Building

Reports to: Superintendent of Schools

Qualifications

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skills, and abilities required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- Illinois State Board of Education Professional Educator Licensure appropriate to assignment; Director of Special Education endorsement.
- Minimum of 5 years experience in the field of special education.
- Ability to demonstrate personal and professional ethical behavior.
- Ability to demonstrate leadership qualities.
- Ability to demonstrate strong communication skills.

Job Goal

To enable students to derive the fullest possible educational experience from school by overseeing the district's special education program.

Performance Responsibilities

- Oversees the school's special education programs.
- Plans, organizes and directs implementation of special education processes.
- Keeps the Superintendent informed of the status of current issues in special education.
- Makes recommendations regarding the district's special education program.
- Supervises the maintenance of special education records.
- Prepares or supervises the preparation of reports, records, lists and all other paperwork required or appropriate when it is requested.
- Works with members of the administration team regarding special education programming.
- Confers with teachers, administrators and parents whenever necessary.
- Consults with parents, school staff and teachers about ways to facilitate the learning and adjustment of students.
- Works in a cooperative and positive manner with parents.
- Responds to written and oral requests for information.
- Keeps up with changes and developments in the profession by attending professional meetings, reading professional journals and discussing problems of mutual interest with others in the field.
- Participates in the selection of special education personnel.
- Orients newly assigned staff members and assists in their development, as appropriate.
- Conducts district special education meetings.
- Facilitates Eligibility Determination Conferences and Individualized Education Plan meetings (EDC/IEP).
- Serves as a resource on mental health topics for staff.
- Acts as the liaison between the district and township/private placements.
- Coordinates preschool screenings.

- Acts as a district liaison with Niles Township District for Special Education (NTDSE).
- Acts as administrative agent at EDC/IEP meetings.
- Protects the School District, its students and staff from and against liability, property damage and losses.
- Complies with federal, state and local policies and regulations in the delivery of special education services.
- Presents to the school board annually or as requested.
- Evaluate the performance of district Special Education Teachers.
- Other essential duties and responsibilities may be assigned.

Physical, Sensory and Environmental Demands

Physical: The employee frequently is required to stand, walk, sit, use hands and fingers; sit continuously for extended periods of time; and reach with hands and arms. The employee must have the ability to use a keyboard and equipment typically found in an administrative work setting.

Sensory: While performing the duties of this job, the employee is regularly required to talk and/or hear. Specific vision abilities required by this job include close vision, distance vision, ability to adjust focus, read and interpret documents and instruction; frequent identification of letters, numbers, and symbols in a technology environment.

Environmental: While performing the duties of this job, the employee is exposed to equipment and noise levels typical of an administrative office environment.

Evaluation:

Performance will be evaluated by the Superintendent in accordance with Board's Policy.

Terms of Employment

205 work days. Salary to be determined by Board of Education.

ASSISTANT PRINCIPAL EMPLOYMENT CONTRACT (2024 - 2026)

THIS AGREEMENT is made on May 2, 2024, between the Board of Education of Lincolnwood School District No. 74, Cook County, Illinois (the "Board"), and Joseph Segreti (the "Administrator") (collectively, the "parties").

A. EMPLOYMENT AND COMPENSATION

- 1. Salary and Term of Employment. The Board employs the Administrator for a multi-year period commencing July 1, 2024, through and including June 30, 2026. The Administrator shall be paid an annual salary payable in 26 equal installments in accordance with the rules of the Board governing payments of other administrative staff members in the District, in the following amounts:
 - For July 1, 2024, through June 30, 2025, the salary shall be \$107,537; and
 - For July 1, 2025, through June 30, 2026, the salary shall be \$111,800.

The Contract will consist of 260 workdays for a Contract Year. The Administrator acknowledges that he will work on a schedule set by the Superintendent and agrees that the 260-workday provision is intended solely for the purposes of calculating compensation and/or benefits on a per-diem basis and is not intended to establish or limit the number of days the Administrator may be required to work during a Contract Year.

The Administrator hereby accepts employment upon the terms and conditions hereinafter set forth.

2. Teachers' Retirement System and Health Insurance Security Fund. In addition to the annual salary stated in paragraph A.1 of this Contract, the Board shall pay on behalf of the Administrator to the Teachers' Retirement System of the State of Illinois (hereafter "TRS") and the Teachers Health Insurance Security Fund (hereafter "THIS") the Administrator's required member contributions to such pension system and health fund. The Administrator shall not have any right or claim to said amounts, except as they may become available at the time of retirement or resignation from TRS and THIS. Both parties acknowledge that the Administrator 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 Administrator's future services, knowledge, and experience. The Administrator does not have the right to receive payment for any amounts that would have been contributed to TRS or THIS by the Board on his behalf had the Administrator's required contributions not been limited by such retirement system and fund due to the application of an established limit for contributions to the

- pension plan, or to a refund of an overpayment of such contributions due to a decrease in the applicable member rate, if any.
- 3. Creditable Earnings. The parties agree that the Board makes no representations regarding the creditable earnings status with respect to any compensation received by the Administrator pursuant to the terms of this Contract. Any and all determinations regarding creditable earnings, creditable service, and related TRS issues shall be made by TRS and, where applicable, a court of competent jurisdiction.

B. CONDITIONS OF EMPLOYMENT

- 1. License. During the term of this Contract, the Administrator shall hold a valid and properly registered license with necessary endorsement as issued by the Illinois State Educator Preparation and Licensure Board qualifying him to serve in District 74 in the position of Principal. The Administrator shall also keep current his attendance at required state Administrator Academy workshops and shall satisfy other license renewal and prequalification requirements necessary to enable him to legally evaluate staff.
- 2. Medical Examination. Pursuant to paragraph 24-5 of the School Code, the Administrator shall 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. As a condition of employment, the Administrator also agrees to comply with all health requirements established by law.
- 3. Cell Phone. The Administrator is required to purchase and maintain a cell phone at his own expense and provide the cell phone number to District administrators and Board members for daily communication.
- 4. Tenure and Related Rights. The Administrator acknowledges that, pursuant to the School Code, and by accepting the terms of a multi-year contract, the Administrator waives all tenure and other rights granted under Sections 24-11 through 24-16 of the School Code only for the term of the multi-year contract and any multi-year extension thereof. During the term of this Contract, the Administrator's employment shall not qualify as "consecutive school terms of service" or as a "probationary period" as those terms are used in Section 24-11 and shall not be counted toward attainment of contractual continued service status (i.e. tenure) as a teacher of the School District; however, the Administrator shall not lose any previous "consecutive school terms of service" toward the attainment of tenure credit with the District, if any.
- 5. Employment Representations. The Administrator represents that he is not 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

Administrator further represents that all information provided to the District in the process of application for employment was true and complete.

C. BENEFITS

- 1. Reimbursement of Business Expenses. The Board shall reimburse the Administrator in accordance with District procedures for monthly expenses incurred in the performance of his duties. The Administrator shall itemize and substantiate all expenses incurred, in accordance with applicable Board policy and procedures.
- 2. Insurance. The Board will provide the Administrator with the following insurance benefits:
 - Pursuant to the Administrator's benefit election, single or family a. hospitalization/medical insurance and dental insurance, as provided under any group program effective in the District. If, at any time during the term of this Contract, the Board's payment of insurance premiums is deemed to constitute a discriminatory or otherwise impermissible benefit under law or regulation or other official guidance, subjecting the Board or Administrator to potential penalties, civil fines, benefit plan disqualification, or increased tax payments, including excise taxes, the Board may, in its discretion, determine to decrease or eliminate its payment for such insurance and may, in its discretion, make a corresponding increase in another form of compensation to offset the cash value of the reduction in such insurance premium benefit. The parties acknowledge that the action to modify the benefit set forth in this paragraph of this Contract shall be in implementation of this provision of this Contract and shall not constitute or require an amendment to this Contract.
 - b. Long-term disability insurance, as provided under any group program effective in the District.
 - c. Single or family coverage vision service plan, as provided under any group program effective in the District.
 - d. Group term life and AD&D insurance, in the amount of \$150,000, subject to all eligibility conditions of the District's group program carrier. The Board will pay the premiums, and the Administrator is entitled to designate any and all beneficiaries.
- Vacation. In a full Contract Year, the Administrator shall be entitled to a paid vacation of twenty (20) working days annually, exclusive of legal holidays. Vacation shall be taken, subject to the approval of the Superintendent, within the twelve (12) month period of a Contract Year; however, at the end of a Contract Year, unused vacation days will be converted into accumulated sick days for the following Contract Year with the Superintendent's approval. However, upon

separation of employment, any unused vacation days shall be paid to the Administrator at the Administrator's current per diem pursuant to the Illinois Wage Payment and Collection Act (820 ILCS 115/1 et seq.). To the extent that the Cook County Paid Leave Ordinance (Amendment 24-0583, effective December 31, 2023, herein "the Ordinance") applies to any period of employment under this Contract, the Board and the Administrator agree as follows. A portion of the allotment of vacation days described in this Section, up to the minimum Accrual Cap required under the Ordinance, shall be considered to be provided as Ordinance Paid Leave in fulfillment of the required Paid Leave Ordinance, via the frontload method, for the 12-month period of the School District's fiscal year (namely, July 1 to the following June 30). Because such Ordinance Paid Leave shall be made available to the Administrator to be used for any purpose allowed under the Ordinance as of the start of the 12-month period, no unused amount shall be carried over to the next 12-month period.

- 4. Sick Leave. The Administrator shall be granted sick leave, as defined in Section 24-6 of the *School Code*, of seventeen (17) working days annually or, to the extent it differs, the same amount as the normal annual allotment provided to District 74 teachers, which may be accumulated to a maximum of 340 days.
- 5. **Personal Leave.** The Administrator shall be granted personal leave of four (4) working days annually, or, to the extent it differs, in the same amount and pursuant to the same terms of use and accumulation as such days are provided to District 74 teachers.
- 6. **Professional Organizations.** Upon the Superintendent's approval of the appropriateness of the Administrator's involvement in state or national organization(s) or professional membership(s), the Board shall pay the reasonable professional dues for such organizations or memberships for the Administrator.
- 7. Attendance at Professional Meetings. The Administrator is expected to attend appropriate professional meetings or conferences at the local and state levels and, subject to prior Superintendent approval, at one national-level conference. Expenses incurred shall be reimbursed by the Board in accordance with applicable Board policy and procedures.
- 8. Annuities and Deferred Compensation. From the annual salary stated in paragraph A.1 of this Contract, the Administrator 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, and/or (2) authorize a salary reduction in order that the Board may purchase a 403(b)-eligible product for the Administrator as described in Section 403(b) of the *Internal Revenue Code*, in accordance with the Board's 403(b) Plan if offered, and provided that the Administrator confirms that any such deferrals and/or reductions are within *Internal Revenue Code* limitations.

D. POWERS AND DUTIES

1. Duties. The duties of the Administrator shall be those incidental to the office of an Assistant Principal. As such, he shall assist the Building Principal in supervising the operation of attendance centers as the Board and Superintendent shall determine necessary and shall have as his primary responsibility the improvement of instruction. A majority of the time spent by the Administrator shall be focused on curriculum and staff development through both formal and informal activities. The Administrator shall also be expected to establish clear lines of communication regarding school goals, accomplishments, practices, and policies with parents and teachers. The Administrator shall also assume administrative responsibilities and instructional leadership, under the supervision and direction of the Building Principal, Superintendent, and the Board and in accordance with the laws of the State of Illinois and the policies, rules, and regulations of the Board, for the planning, operation, and evaluation of the education program of and the evaluation of staff in his assigned attendance The Administrator shall submit recommendations to the Superintendent or Building Principal, as requested, concerning the appointment, retention, promotion, and assignment of all personnel assigned to his attendance center and shall keep such other registers, records, and reports as may be directed by the Superintendent and the Board or required by law. The Administrator shall also be responsible for all obligations contained in the official job description for an Assistant Principal. including the discipline of students in accordance with the requirements of the Illinois School Code and Board of Education policies. It shall also be the responsibility of the Administrator to utilize resources of proper law enforcement agencies when the safety and welfare of students and staff are threatened by illegal use of drugs and alcohol.

The Administrator also shall assume any additional administrative responsibilities and duties as may be assigned, under the supervision and direction of the Superintendent and Building Principal and in accordance with the laws of the State of Illinois and the policies, rules, and regulations of the Board. Additionally, the Administrator shall keep such records and make such reports as are now or hereafter may be required by law or by the Board.

2. Extent of Service. The Administrator shall devote his time, skill, labor, and attention to the business of the School District and related professional activities so as to faithfully perform the duties of Assistant Principal, as set forth in the job description attached as Exhibit A and incorporated in this Contract by reference. With the permission of the Superintendent, the Administrator 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; or lecture and engage in writing activities and speaking engagements. The Administrator may not jeopardize the functioning of the School District by engaging in or by any lengthy and conspicuous absence for such professional activities.

3. Compliance with Policies. The Administrator is responsible for and deemed to have knowledge of all policies, rules, and regulations established by the Board or the District administration and shall comply with their requirements.

E. PERFORMANCE GOALS AND EVALUATIONS

1. Student Performance and Academic Improvement. The Administrator acknowledges that, pursuant to Section 10-23.8a of the School Code (105 ILCS 5/10-23.8a), this multi-year agreement is subject to performance-based goals and indicators. The Parties agree the goals and indicators are linked to student performance and academic improvement of the schools within the District.

Annually the Administrator, in consultation with the Superintendent and Building Principal, shall develop the Administrator's goals for the forthcoming year, which shall be set forth in the Administrator's annual evaluation document which will be submitted to the Board for its approval. In the event that the Administrator, Building Principal, Superintendent, and the Board fail to agree on the goals to be included in said document, the Superintendent and the Board shall establish the goals.

In addition to the above, the Parties may establish additional annual performance objectives which shall be reduced to writing, attached hereto as Exhibit B and included as part of this Agreement.

2. **Evaluation.** The Administrator shall be evaluated by March 1 of each Contract Year during the term of the Contract by the Superintendent or the Superintendent's designee, using the District's Principal Evaluation Plan. One copy of the evaluation shall be included in the Administrator's personnel file and one copy of the evaluation shall be provided to the Administrator. Except as provided by statute, failure of the Superintendent or designee to complete an evaluation does not preclude termination or non-renewal of this Contract.

F. RENEWAL OR AMENDMENT OF CONTRACT

- 1. Non-Renewal. In the event the Board determines not to renew or extend the employment of the Administrator, this Contract shall expire on the last day of the term stated above in paragraph A.1 of this Contract. Notice of intent not to renew this Contract shall be given in accordance with applicable requirements of the Illinois *School Code*, if any.
- 2. Renewal. Before the end of this Contract, the Board and Administrator may renew or extend the Administrator's employment upon such terms and conditions as they may mutually agree, provided the goals and indicators of student performance and academic improvement referenced in paragraph E.1 of this Contract have been met. In such event, the Board and Administrator shall take specific action to enter into a new contract of employment to take effect after the expiration of this Contract.

- 3. Amendment. Any adjustment or modification made during the life of this Contract shall be in the form of a written amendment and shall become a part of this Contract, but such adjustment or modification shall not be construed as a new contract with the Administrator or as an extension of the termination date of this Contract.
- 4. Reclassification. Throughout the term of this Contract, or any extension hereof, the Administrator shall be subject to reclassification, by demotion or reduction in rank, in accordance with the terms, provisions and procedures of Section 10-23.8b of the Illinois School Code. Nothing, however, shall be construed so as to limit the authority of the Board to order the lateral transfer of the Administrator to a position of similar rank and equal salary during the term of this Contract.

G. TERMINATION

- 1. Grounds for Termination. This Contract may be terminated during its term:
 - a. By mutual agreement, in writing;
 - b. Upon the Administrator's permanent disability (inability to perform essential job functions with or without accommodation) (The Administrator shall be considered permanently disabled: (i) after any absence due to "permanent illness or incapacity" in accordance with the terms of the Board Policy on Temporary Illness or Incapacity; (ii) if he presents to the Board a physician's statement certifying that he is permanently disabled or incapacitated; or (iii) if the Board deems the Administrator permanently disabled after a Board-required physical or mental examination. Before a termination for permanent disability, the Administrator may request a hearing before the Board. If the Administrator chooses to be accompanied by legal counsel, he shall bear any related costs. The Board hearing shall be conducted in executive session.);
 - c. Via discharge for cause;
 - d. Upon elimination of the Administrator's position; or
 - e. Upon the death of the Administrator.
- Cause. Discharge for cause during the term of this Contract shall be for any conduct, act, or failure to act by the Administrator that, in the discretion of the Board, is detrimental to the best interests of the School District. Reasons for discharge for cause shall be given in writing to the Administrator, who will be entitled to notice and a hearing before the Board to discuss such causes. If the Administrator chooses to be accompanied by legal counsel, he shall bear any costs involved. The Board hearing shall be conducted in closed session. The decision of the Board will be final.

H. MISCELLANEOUS

- 1. **Notices.** Any notice required to be given under this Contract shall be deemed sufficient if it is in writing and sent by first class mail or certified mail, postage prepaid, to the last known residence of the Administrator or the President of the Board at the administrative offices of the District.
- 2. Governing Law and Venue. This Contract has been executed in Illinois and shall be governed in accordance with the laws of the State of Illinois in every respect. The parties agree that venue for all actions between the parties shall lie solely in the state court having jurisdiction over Cook County, Illinois, and the Administrator hereby submits to the jurisdiction of the same.
- 3. **Headings.** Paragraph headings and numbers have been inserted for convenience of reference only and, if there is any conflict between such headings or numbers and the text of this Contract, the text shall control.
- 4. **Counterparts.** This Contract may be executed in multiple counterparts, and a set of counterparts bearing the signatures of both parties constitutes the Contract as if the parties had signed a single document.
- 5. **Complete Understanding.** This Contract contains all 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.
- 6. **Effect of Agreement.** This Contract shall inure to the benefit of and be binding upon the Board and its successors and assigns. If any portion of this Contract is deemed to be illegal or unenforceable, the remainder shall remain in full force and effect.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the parties have executed this Contract on the date written above, upon formal approval by the Board at a duly convened meeting.

ADMINISTRATOR

Joseph Legut

Date: 4/24/24

BOARD OF EDUCATION OF LINCOLNWOOD SCHOOL DISTRICT NO. 74, COOK COUNTY, ILLINOIS

By: Poort Presiden

Date: ____<u>5</u>

ATTEST

Board Secretary Jay Olemiceals, Secretary Frotem

Date: 5 - 2 - 24

EXHIBIT A JOB DESCRIPTION – ASSISTANT PRINCIPAL



EXHIBIT A

Assistant Principal

Job Category: Certified

Status: Exempt

Location: Lincoln Hall Middle School

Reports to: Building Principal

Qualifications

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skills, and abilities required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- Illinois State Board of Education Professional Educator Licensure appropriate to assignment; General Administrative endorsement.
- At least 3 years of successful experience as middle school teacher, administrator or supervisor.
- Ability to demonstrate personal and professional ethical behavior.
- Ability to demonstrate leadership qualities.
- Ability to demonstrate strong communication skills.

Job Goal

To promote, establish and maintain an effective learning climate.

Performance Responsibilities

- Assists and supports the principal in developing and communicating the goals of the school.
- Fosters good interpersonal relations among students and staff.
- Maintains current knowledge of effective educational practices and provides staff with related information.
- Provides necessary assistance to teachers for improvement of instruction.
- Coordinates school-wide testing program for district and State assessments.
- Participates and facilitates in building and district-wide committees.
- Is visible and accessible to students, teachers, parents and community members.
- Demonstrates fairness and open mindedness.
- Demonstrates the ability to effectively manage conflict.
- Maintains high standards for student conduct.
- Works collaboratively with school team to develop, coordinate and monitor master schedule.
- Serves as the primary administrator regarding student discipline and office referrals.
- Participates as an active member of the school PBIS Team.
- Coordinates supervision for bus duty, recess and cafeteria.
- Assists with evaluation and supervision of certified and non-certified staff members.
- Stays current with federal, state and local special education regulations and procedures.
- Participates in determining eligibility for special education services.
- Attends Annual Review Conferences and Multi-disciplinary conferences as necessary.
- Other essential duties and responsibilities may be assigned.

Physical, Sensory and Environmental Demands

Physical: The employee frequently is required to stand, walk, sit, use hands and fingers; sit continuously for extended periods of time; and reach with hands and arms. The employee must have the ability to use a keyboard and equipment typically found in an administrative work setting.

Sensory: While performing the duties of this job, the employee is regularly required to talk and/or hear. Specific vision abilities required by this job include close vision, distance vision, ability to adjust focus, read and interpret documents and instruction; frequent identification of letters, numbers, and symbols in a technology environment.

Environmental: While performing the duties of this job, the employee is exposed to equipment and noise levels typical of an administrative office environment.

Evaluation:

Performance will be evaluated by the Superintendent in accordance with Board's Policy.

Terms of Employment

Twelve-month position. Salary to be determined by Board of Education.

DIRECTOR OF TECHNOLOGY EMPLOYMENT CONTRACT (2024 - 2028)

THIS AGREEMENT is made on June 27, 2024, between the Board of Education of Lincolnwood School District No. 74, Cook County, Illinois (the "Board"), and Jordan Stephen (the "Administrator") (collectively, the "parties").

A. EMPLOYMENT AND COMPENSATION

- 1. Salary and Term of Employment. The Board employs the Administrator for a multi-year period commencing July 1, 2024, through and including June 30, 2028. The Administrator shall be paid an annual salary payable in 26 equal installments in accordance with the rules of the Board governing payments of other administrative staff members in the District, in the following amounts:
 - For July 1, 2024, through June 30, 2025, the salary shall be \$161,070;
 - For July 1, 2025, through June 30, 2026, the salary shall be \$167,513;
 - For July 1, 2026, through June 30, 2027, the salary shall be \$174,214; and
 - For July 1, 2027, through June 30, 2028, the salary shall be \$184,665.

The Contract will consist of 260 workdays for a Contract Year. The Administrator acknowledges that he will work on a schedule set by the Superintendent and agrees that the 260-workday provision is intended solely for the purposes of calculating compensation and/or benefits on a per-diem basis and is not intended to establish or limit the number of days the Administrator may be required to work during a Contract Year.

The Administrator hereby accepts employment upon the terms and conditions hereinafter set forth.

2. Teachers' Retirement System and Health Insurance Security Fund. In addition to the annual salary stated in paragraph A.1 of this Contract, the Board shall pay on behalf of the Administrator to the Teachers' Retirement System of the State of Illinois (hereafter "TRS") and the Teachers Health Insurance Security Fund (hereafter "THIS") the Administrator's required member contributions to such pension system and health fund. The Administrator shall not have any right or claim to said amounts, except as they may become available at the time of retirement or resignation from TRS and THIS. Both parties acknowledge that the Administrator 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 Administrator's future services, knowledge, and experience. The Administrator does not have the right to receive payment for any amounts that would have been contributed to TRS or THIS by the Board on his behalf had the Administrator's required contributions not been limited by such retirement system

- and fund due to the application of an established limit for contributions to the pension plan, or to a refund of an overpayment of such contributions due to a decrease in the applicable member rate, if any.
- 3. Creditable Earnings. The parties agree that the Board makes no representations regarding the creditable earnings status with respect to any compensation received by the Administrator pursuant to the terms of this Contract. Any and all determinations regarding creditable earnings, creditable service, and related TRS issues shall be made by TRS and, where applicable, a court of competent jurisdiction.

B. CONDITIONS OF EMPLOYMENT

- 1. License. During the term of this Contract, the Administrator shall hold a valid and properly registered license with necessary endorsement as issued by the Illinois State Educator Preparation and Licensure Board qualifying him to serve in District 74 in the position of Director of Technology as may be set forth in the job description attached as Exhibit A. The Administrator shall also keep current his attendance at required state Administrator Academy workshops and shall satisfy other license renewal and prequalification requirements necessary to enable him to legally evaluate staff.
- 2. Medical Examination. Pursuant to paragraph 24-5 of the School Code, the Administrator shall 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. As a condition of employment, the Administrator also agrees to comply with all health requirements established by law.
- 3. Cell Phone. The Administrator is required to purchase and maintain a cell phone at his own expense and provide the cell phone number to District administrators and Board members for daily communication.
- 4. Tenure and Related Rights. The Administrator acknowledges that, pursuant to the School Code, and by accepting the terms of a multi-year contract, the Administrator waives all tenure and other rights granted under Sections 24-11 through 24-16 of the School Code only for the term of the multi-year contract and any multi-year extension thereof. During the term of this Contract, the Administrator's employment shall not qualify as "consecutive school terms of service" or as a "probationary period" as those terms are used in Section 24-11 and shall not be counted toward attainment of contractual continued service status (i.e. tenure) as a teacher of the School District; however, the Administrator shall not lose any previous "consecutive school terms of service" toward the attainment of tenure credit with the District, if any. The parties acknowledge that the Board has not previously employed the Administrator prior to the 2021-2022 school year.

5. Employment Representations. The Administrator represents that he is not 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 Administrator further represents that all information provided to the District in the process of application for employment was true and complete.

C. BENEFITS

- 1. Reimbursement of Business Expenses. The Board shall reimburse the Administrator in accordance with District procedures for monthly expenses incurred in the performance of his duties. The Administrator shall itemize and substantiate all expenses incurred, in accordance with applicable Board policy and procedures.
- **Insurance.** The Board will provide the Administrator with the following insurance benefits:
 - a. Pursuant to the Administrator's benefit election, single or family hospitalization/medical insurance and dental insurance, as provided under any group program effective in the District. If, at any time during the term of this Contract, the Board's payment of insurance premiums is deemed to constitute a discriminatory or otherwise impermissible benefit under law or regulation or other official guidance, subjecting the Board or Administrator to potential penalties, civil fines, benefit plan disqualification, or increased tax payments, including excise taxes, the Board may, in its discretion, determine to decrease or eliminate its payment for such insurance and may. in its discretion, make a corresponding increase in another form of compensation to offset the cash value of the reduction in such insurance premium benefit. The parties acknowledge that the action to modify the benefit set forth in this paragraph of this Contract shall be in implementation of this provision of this Contract and shall not constitute or require an amendment to this Contract.
 - b. Long-term disability insurance, as provided under any group program effective in the District.
 - c. Single or family coverage vision service plan, as provided under any group program effective in the District.
 - d. Group term life and AD&D insurance, in the amount of \$150,000, subject to all eligibility conditions of the District's group program carrier. The Board will pay the premiums, and the Administrator is entitled to designate any and all beneficiaries.
- 3. Vacation. In a full Contract Year, the Administrator shall be entitled to a paid vacation of twenty (20) working days annually, exclusive of legal holidays. Vacation shall be taken, subject to the approval of the Superintendent, within the

twelve (12) month period of a Contract Year; however, at the end of a Contract Year, unused vacation days will be converted into accumulated sick days for the following Contract Year with the Superintendent's approval. However, upon separation of employment, any unused vacation days shall be paid to the Administrator at the Administrator's current per diem pursuant to the Illinois Wage Payment and Collection Act (820 ILCS 115/1 et seq.). Such payment shall not become due and payable to the Administrator until after his receipt of his final regular paycheck or last day of work, whichever is later. In no event shall unused vacation days accumulate as sick leave in the Contract Year in which the Parties separate employment.

To the extent that the Cook County Paid Leave Ordinance (Amendment 24-0583, effective December 31, 2023, herein "the Ordinance") applies to any period of employment under this Contract, the Board and the Administrator agree as follows. A portion of the allotment of vacation days described in this Section, up to the minimum Accrual Cap required under the Ordinance, shall be considered to be provided as Ordinance Paid Leave in fulfillment of the required Paid Leave Ordinance, via the frontload method, for the 12-month period of the School District's fiscal year (namely, July 1 to the following June 30). Because such Ordinance Paid Leave shall be made available to the Administrator to be used for any purpose allowed under the Ordinance as of the start of the 12-month period, no unused amount shall be carried over to the next 12-month period.

- 4. Sick Leave. The Administrator shall be granted sick leave, as defined in Section 24-6 of the *School Code*, of seventeen (17) working days annually or, to the extent it differs, the same amount as the normal annual allotment provided to District 74 teachers, which may be accumulated to a maximum of 340 days.
- 5. Personal Leave. The Administrator shall be granted personal leave of four (4) working days annually, or, to the extent it differs, in the same amount and pursuant to the same terms of use and accumulation as such days are provided to District 74 teachers.
- 6. **Professional Organizations.** Upon the Superintendent's approval of the appropriateness of the Administrator's involvement in state or national organization(s) or professional membership(s), the Board shall pay the reasonable professional dues for such organizations or memberships for the Administrator.
- 7. Attendance at Professional Meetings. The Administrator is expected to attend appropriate professional meetings or conferences at the local and state levels and, subject to prior Superintendent approval, at one national-level conference. Expenses incurred shall be reimbursed by the Board in accordance with applicable Board policy and procedures.
- 8. Annuities and Deferred Compensation. From the annual salary stated in paragraph A.1 of this Contract, the Administrator 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, and/or (2) authorize a salary reduction in order that the Board may purchase a 403(b)-eligible product for the Administrator as described in Section 403(b) of the *Internal Revenue Code*, in accordance with the Board's 403(b) Plan if offered, and provided that the Administrator confirms that any such deferrals and/or reductions are within *Internal Revenue Code* limitations.

D. POWERS AND DUTIES

1. **Duties.** The Administrator, as directed in his job description, shall assist the Superintendent in the administrative operation and management of the School District.

The Administrator also shall assume any additional administrative responsibilities and duties as may be assigned, under the supervision and direction of the Superintendent and in accordance with the laws of the State of Illinois and the policies, rules, and regulations of the Board. Additionally, the Administrator shall keep such records and make such reports as are now or hereafter may be required by law or by the Board.

- 2. Extent of Service. The Administrator shall devote his time, skill, labor, and attention to the business of the School District and related professional activities so as to faithfully perform the duties of Director of Technology, as set forth in the job description attached as Exhibit A and incorporated in this Contract by reference. With the permission of the Superintendent, the Administrator 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; or lecture and engage in writing activities and speaking engagements. The Administrator may not jeopardize the functioning of the School District by engaging in or by any lengthy and conspicuous absence for such professional activities.
- 3. Compliance with Policies. The Administrator is responsible for and deemed to have knowledge of all policies, rules, and regulations established by the Board or the District administration and shall comply with their requirements.

E. PERFORMANCE GOALS AND EVALUATIONS

1. Student Performance and Academic Improvement. The Administrator acknowledges that, pursuant to Section 10-23.8a of the School Code (105 ILCS 5/10-23.8a), this multi-year agreement is subject to performance-based goals and indicators. The Parties agree the goals and indicators are linked to student performance and academic improvement of the schools within the District.

Annually the Administrator, in consultation with the Superintendent, shall develop the Administrator's goals for the forthcoming year, which shall be set forth in the Administrator's annual evaluation document which will be submitted to the Board for its approval. In the event that the Administrator, Superintendent, and the Board fail to agree on the goals to be included in said document, the Superintendent and the Board shall establish the goals.

In addition to the above, the Parties may establish additional annual performance objectives which shall be reduced to writing, attached hereto as Exhibit B and included as part of this Agreement.

2. **Evaluation.** The Administrator shall be evaluated by March 1 of each Contract Year during the term of the Contract by the Superintendent or the Superintendent's designee. One copy of the evaluation shall be included in the Administrator's personnel file and one copy of the evaluation shall be provided to the Administrator. Except as provided by statute, failure of the Superintendent or designee to complete an evaluation does not preclude termination or non-renewal of this Contract.

F. RENEWAL OR AMENDMENT OF CONTRACT

- 1. Retirement and Intent Not to Renew Contract. In entering into this multi-year contract of employment, the Administrator hereby reports his decision to retire from the teaching profession on June 30, 2028, and the Board of Education accepts his retirement as of that date. The Board hereby provides notice of intent not to renew this Contract beyond June 30, 2028. The parties agree that this Contract shall expire on that date without further notice or action required.
- 2. Amendment. Any adjustment or modification made during the life of this Contract shall be in the form of a written amendment and shall become a part of this Contract, but such adjustment or modification shall not be construed as a new contract with the Administrator or as an extension of the termination date of this Contract.
- 3. Reclassification. Throughout the term of this Contract, or any extension hereof, the Administrator shall be subject to reclassification, by demotion or reduction in rank, in accordance with the terms, provisions and procedures of Section 10-23.8b of the Illinois School Code. Nothing, however, shall be construed so as to limit the authority of the Board to order the lateral transfer of the Administrator to a position of similar rank and equal salary during the term of this Contract.

G. TERMINATION

- 1. Grounds for Termination. This Contract may be terminated during its term:
 - a. By mutual agreement, in writing;
 - b. Upon the Administrator's permanent disability (inability to perform essential job functions with or without accommodation) (The Administrator shall be considered permanently disabled: (i) after any absence due to "permanent illness or incapacity" in accordance with the terms of the Board

Policy on Temporary Illness or Incapacity; (ii) if he presents to the Board a physician's statement certifying that he is permanently disabled or incapacitated; or (iii) if the Board deems the Administrator permanently disabled after a Board-required physical or mental examination. Before a termination for permanent disability, the Administrator may request a hearing before the Board. If the Administrator chooses to be accompanied by legal counsel, he shall bear any related costs. The Board hearing shall be conducted in executive session.);

- c. Via discharge for cause;
- d. Upon elimination of the Administrator's position; or
- e. Upon the death of the Administrator.
- 2. Cause. Discharge for cause during the term of this Contract shall be for any conduct, act, or failure to act by the Administrator that, in the discretion of the Board, is detrimental to the best interests of the School District. Reasons for discharge for cause shall be given in writing to the Administrator, who will be entitled to notice and a hearing before the Board to discuss such causes. If the Administrator chooses to be accompanied by legal counsel, he shall bear any costs involved. The Board hearing shall be conducted in closed session. The decision of the Board will be final.

H. MISCELLANEOUS

- 1. **Notices.** Any notice required to be given under this Contract shall be deemed sufficient if it is in writing and sent by first class mail or certified mail, postage prepaid, to the last known residence of the Administrator or the President of the Board at the administrative offices of the District.
- 2. Governing Law and Venue. This Contract has been executed in Illinois and shall be governed in accordance with the laws of the State of Illinois in every respect. The parties agree that venue for all actions between the parties shall lie solely in the state court having jurisdiction over Cook County, Illinois, and the Administrator hereby submits to the jurisdiction of the same.
- 3. **Headings.** Paragraph headings and numbers have been inserted for convenience of reference only and, if there is any conflict between such headings or numbers and the text of this Contract, the text shall control.
- 4. **Counterparts.** This Contract may be executed in multiple counterparts, and a set of counterparts bearing the signatures of both parties constitutes the Contract as if the parties had signed a single document.
- 5. **Complete Understanding.** This Contract contains all 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.
- 6. **Effect of Agreement.** This Contract shall inure to the benefit of and be binding upon the Board and its successors and assigns. If any portion of this Contract is deemed to be illegal or unenforceable, the remainder shall remain in full force and effect.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the parties have executed this Contract on the date written above, upon formal approval by the Board at a duly convened meeting.

BOARD OF EDUCATION OF LINCOLNWOOD SCHOOL DISTRICT NO. 74, COOK COUNTY, ILLINOIS

By:

Board President

Date: 6-27-24

ATTEST

Board Secretary

Date: 6-27-24

EXHIBIT A JOB DESCRIPTION – DIRECTOR OF TECHNOLOGY



EXHIBIT A

Director of Technology

Job Category: Certified

Status: Exempt

Location: Administration Building

Reports to: Superintendent of Schools

Qualifications

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skills, and abilities required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- Illinois State Board of Education Professional Educator Licensure appropriate to assignment.
- Principal endorsement preferred but not required.
- Training in technology and its educational applications.
- Experience in integrating technology as a learning tool and oversight of a Technology Network.
- Ability to demonstrate personal and professional ethical behavior.
- Ability to demonstrate leadership qualities.
- Ability to demonstrate strong communication skills.

Job Goal

To lead the district Technology Team by providing leadership in the management of the data and information systems of the district. To manage the technology infrastructure and to oversee technology integration in the classrooms.

Performance Responsibilities

- Works with Board of Education, administration and stakeholders to create a vision for how technology will support
 the district's strategic goals.
- Works with the administrative team to implement the Strategic Plan in the area of technology.
- Works with Business Manager to develop and implement a budget for short and long-term technology solutions.
- Works with the Assistant Superintendent for Curriculum and Instruction to plan, implement and evaluate on-going, purposeful professional development for all staff using new technologies to support the integration of technology in the learning environment.
- Oversees the development, implementation and evaluation of student and staff local technology and information literacy standards.
- Creates and supports cross-functional teams for decision-making, technology support, professional development and other aspects of the district's technology program.
- Directs, coordinates and ensures the implementation of all tasks related to: the development of technical specifications and infrastructure decisions; the selection, purchasing, installation and maintenance of IT; and the integration of technology into every facet of operations.
- Provides technical training and instruction to technology support staff, faculty and stakeholders as it relates to the support and integration of technology in the learning environment.
- Directs and coordinates the use of e-mail, district websites, voicemail systems and other forms of communication technology to facilitate decision-making, dialog and effective communication with the community and other key stakeholders.
- Oversees the creation, implementation and enforcement of policies and educational programs related to the social, legal and ethical issues involved in technology use throughout the district.

- Works to ensure network security and disaster recovery in coordination with the Network Systems Engineer, outsourced vendors and/or technical teams by designing and implementing security architectures and enforcing policies and procedures.
- Oversees the establishment, operations and maintenance of district and State Information Systems and other tools for gathering, mining, integrating and reporting data.
- Facilitates the development of the district's technology plan, submits periodic State reports as assigned by the Superintendent, and reports other documentation as required by ISBE or other governing groups.
- Develops standards and procedures in the support of district technologies to ensure effective and efficient operations by the technology support staff.
- Supervises, evaluates and/or provides input regarding technology team members and Instructional Technology Coaches.
- Fosters good relationships with surrounding districts, vendors, potential funders and other key groups; maintains
 membership with professional organizations.
- Attends Finance Committee meetings when necessary to make recommendations on any part of the district's software or technology infrastructure.
- Other essential duties and responsibilities may be assigned.

Physical, Sensory and Environmental Demands

Physical: The employee frequently is required to stand, walk, sit, use hands and fingers; sit continuously for extended periods of time; and reach with hands and arms. The employee must have the ability to use a keyboard and equipment typically found in an administrative work setting.

Sensory: While performing the duties of this job, the employee is regularly required to talk and/or hear. Specific vision abilities required by this job include close vision, distance vision, ability to adjust focus, read and interpret documents and instruction; frequent identification of letters, numbers, and symbols in a technology environment.

Environmental: While performing the duties of this job, the employee is exposed to equipment and noise levels typical of an administrative office environment.

Evaluation:

Performance will be evaluated by the Superintendent in accordance with Board's Policy.

Terms of Employment

Twelve-month position. Salary to be determined by Board of Education.

BUSINESS MANAGER/CSBO EMPLOYMENT CONTRACT (2024 - 2029)

THIS AGREEMENT is made on November 7, 2024, between the Board of Education of Lincolnwood School District No. 74, Cook County, Illinois (the "Board"), and Courtney L. Whited (the "Administrator") (collectively, the "parties").

A. EMPLOYMENT AND COMPENSATION

- 1. Salary and Term of Employment. The Board employs the Administrator for a multi-year period commencing December 1, 2024, through July 31, 2029, as further defined below. The Administrator shall be paid compensation payable in 26 equal installments in accordance with the rules of the Board governing payments of other administrative staff members in the District, in the following amounts:
 - For December 1, 2024, through June 30, 2025, a per-diem rate based on an annualized salary amount of \$187,500;
 - For July 1, 2025, through June 30, 2026, an annual salary of \$198,750;
 - For July 1, 2026, through June 30, 2027, an annual salary of \$210,675;
 - For July 1, 2027, through June 30, 2028, an annual salary of \$223,315;
 - For July 1, 2028, through June 30, 2029, an annual salary of \$236,713; and
 - For July 1, 2029, through July 31, 2029, a per-diem rate based on an annualized salary amount of \$236,713.

A Contract Year shall consist of the period from July 1 of a given year through June 30 of the following year. Any period which does not include a full Contract Year shall be considered a Partial Contract Year.

The Contract will consist of 260 workdays for a Contract Year. The Administrator acknowledges that she will work on a schedule set by the Superintendent and agrees that the 260-workday provision is intended solely for the purposes of calculating compensation and/or benefits on a per-diem basis and is not intended to establish or limit the number of days the Administrator may be required to work during a Contract Year. During the Partial Contract Year of July 1, 2029, through July 31, 2029, the Administrator shall only be required to work on selected days, to be determined by mutual agreement between the Administrator and the Superintendent, and not anticipated to exceed twenty (20) working days.

The Administrator hereby accepts employment upon the terms and conditions hereinafter set forth.

2. Teachers' Retirement System and Health Insurance Security Fund. In addition to the annual salary stated in paragraph A.1 of this Contract, the Board shall pay on behalf of the Administrator to the Teachers' Retirement System of the State of Illinois (hereafter "TRS") up to the rate of contribution required for the 2024-25

fiscal year (9.0%) and the Teachers Health Insurance Security Fund (hereafter "THIS") the Administrator's required member contributions to such pension system and health fund. The Administrator shall not have any right or claim to said amounts, except as they may become available at the time of retirement or resignation from TRS and THIS. Both parties acknowledge that the Administrator 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 Administrator's future services, knowledge, and experience. The Administrator does not have the right to receive payment for any amounts that would have been contributed to TRS or THIS by the Board on her behalf had the Administrator's required contributions not been limited by such retirement system and fund due to the application of an established limit for contributions to the pension plan, or to a refund of an overpayment of such contributions due to a decrease in the applicable member rate, if any.

3. Creditable Earnings. The parties agree that the Board makes no representations regarding the creditable earnings status with respect to any compensation received by the Administrator pursuant to the terms of this Contract. Any and all determinations regarding creditable earnings, creditable service, and related TRS issues shall be made by TRS and, where applicable, a court of competent jurisdiction.

It is the intent of the parties that the Administrator's compensation shall be such that the District will not incur any additional TRS costs, surcharges, or penalties, and consequently the Administrator's total creditable earnings for TRS purposes in each Contract Year shall not increase by more than six percent (6%) over the Administrator's total creditable earnings in the prior Contract Year. Any increase in the Administrator's creditable earnings reportable to TRS in any partial or full Contract Year during the term of this Contract shall be limited to six percent (6%), which is the maximum increase allowed by law for the calculation of a TRS retirement annuity benefit without penalty, and the Administrator's salary or perdiem compensation rate in such Contract Year(s), as otherwise specified in Section A.1 above, shall be increased or decreased so as not to exceed said limit.

B. CONDITIONS OF EMPLOYMENT

- 1. License. During the term of this Contract, the Administrator shall hold a valid and properly registered license with necessary endorsement as issued by the Illinois State Educator Preparation and Licensure Board qualifying her to serve in District 74 in the position of Chief School Business Official. The Administrator shall also keep current her attendance at required state Administrator Academy workshops and shall satisfy other license renewal and prequalification requirements necessary to enable her to legally evaluate staff.
- 2. Medical Examination. Pursuant to paragraph 24-5 of the School Code, the Administrator shall 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. As a condition of employment, the Administrator also agrees to comply with all health requirements established by law.

- 3. Cell Phone. The Administrator is required to purchase and maintain a cell phone at her own expense and provide the cell phone number to District administrators and Board members for daily communication.
- 4. Tenure and Related Rights. The Administrator acknowledges that, pursuant to the School Code, and by accepting the terms of a multi-year contract, the Administrator waives all tenure and other rights granted her under Sections 24-11 through 24-16 of the School Code only for the term of the multi-year contract and any multi-year extension thereof; however, the Administrator shall not lose any previously acquired tenure credit with the District, if any.
- 5. Employment Representations. The Administrator represents that she is not 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 Administrator further represents that all information provided to the District in the process of application for employment was true and complete.

C. BENEFITS

- 1. Reimbursement of Business Expenses. The Board shall reimburse the Administrator in accordance with District procedures for monthly expenses incurred in the performance of her duties. The Administrator shall itemize and substantiate all expenses incurred, in accordance with applicable Board policy and procedures.
- 2. Insurance. The Board will provide the Administrator with the following insurance benefits during the term of this Contract:
 - a. Pursuant to the Administrator's benefit election, single or family hospitalization/medical insurance and dental insurance, as provided under any group program effective in the District. If, at any time during the term of this Contract, the Board's payment of insurance premiums is deemed to constitute a discriminatory or otherwise impermissible benefit under law or regulation or other official guidance, subjecting the Board or Administrator to potential penalties, civil fines, benefit plan disqualification, or increased tax payments, including excise taxes, the Board may, in its discretion, determine to decrease or eliminate its payment for such insurance and may, in its discretion, make a corresponding increase in another form of compensation to offset the cash value of the reduction in such insurance premium benefit. The parties acknowledge that the action to modify the benefit set forth in this paragraph of this Contract shall be in implementation

- of this provision of this Contract and shall not constitute or require an amendment to this Contract.
- b. Long-term disability insurance, as provided under any group program effective in the District.
- c. Single or family coverage vision service plan, as provided under any group program effective in the District.
- d. Group term life and AD&D insurance, in the amount of \$150,000, subject to all eligibility conditions of the District's group program carrier. The Board will pay the premiums, and the Administrator is entitled to designate any and all beneficiaries.
- 3. Vacation. In a full Contract Year, the Administrator shall be entitled to a paid vacation of twenty-one (21) working days annually, exclusive of legal holidays. In a Partial Contract Year, this allotment shall be prorated based on the number of working days. Vacation shall be taken, subject to the approval of the Superintendent, within the twelve (12) month period of a Contract Year; however, at the end of a Contract Year, unused vacation days will be converted into accumulated sick days for the following Contract Year with the Superintendent's approval. However, upon separation of employment, any unused vacation days shall be paid to the Administrator at the Administrator's current per diem pursuant to the Illinois Wage Payment and Collection Act (820 ILCS 115/1 et seq.). Such payment shall not become due and payable to the Administrator until after her receipt of her final regular paycheck or last day of work, whichever is later. In no event shall unused vacation days accumulate as sick leave in the Contract Year in which the Parties separate employment.

To the extent that the Cook County Paid Leave Ordinance (Ordinance Amendment 24-0583, Chapter 42, Human Relations, Article II, In General, Division 1, Paid Leave, Section 42-1 through 42-10 of the Cook County Code, effective December 31, 2023, as amended, herein "the Ordinance") applies to any period of employment under this Contract, the Board and the Administrator agree as follows. A portion of the allotment of vacation days described in this Section, up to the minimum Accrual Cap required under the Ordinance, shall be considered to be provided as Ordinance Paid Leave in fulfillment of the required Paid Leave Ordinance, via the frontload method, for the 12-month period of the School District's fiscal year (namely, July 1 to the following June 30). Because such Ordinance Paid Leave shall be made available to the Administrator to be used for any purpose allowed under the Ordinance as of the start of the 12-month period, no unused amount shall be carried over to the next 12-month period.

4. Sick Leave. The Administrator shall be granted sick leave, as defined in Section 24-6 of the *School Code*, of seventeen (17) working days annually or, to the extent it differs, the same amount as the normal annual allotment provided to District 74 teachers, which may be accumulated to a maximum of 340 days. In a Partial

Contract Year, this allotment shall be prorated based on the number of working days.

- Personal Leave. The Administrator shall be granted personal leave of four (4) working days annually, or, to the extent it differs, in the same amount and pursuant to the same terms of use and accumulation as such days are provided to District 74 teachers. In the 2024-2025 Partial Contract Year, this allotment shall be prorated based on the number of working days. No allotment shall be granted in the 2029 Partial Contract Year.
- 6. Professional Organizations. Upon the Superintendent's approval of the appropriateness of the Administrator's involvement in state or national organization(s) or professional membership(s), the Board shall pay the reasonable professional dues for such organizations or memberships for the Administrator.
- 7. Attendance at Professional Meetings. The Administrator is expected to attend appropriate professional meetings or conferences at the local and state levels and, subject to prior Superintendent approval, at one national-level conference. Expenses incurred shall be reimbursed by the Board in accordance with applicable Board policy and procedures.
- 8. Annuities and Deferred Compensation. From the annual salary stated in paragraph A.1 of this Contract, the Administrator 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, and/or (2) authorize a salary reduction in order that the Board may purchase a 403(b)-eligible product for the Administrator as described in Section 403(b) of the *Internal Revenue Code*, in accordance with the Board's 403(b) Plan if offered, and provided that the Administrator confirms that any such deferrals and/or reductions are within *Internal Revenue Code* limitations.
- 9. Insurance Coverage Upon Retirement. In recognition of the Administrator's extensive years of service to District 74 upon her retirement through TRS on or after July 31, 2029, as indicated in Section F.1 below, the Board shall provide, effective August 1, 2029, until the Administrator becomes Medicare-eligible, the following insurance benefits:
 - a. payment toward the Administrator's single hospitalization/medical insurance not to exceed 70% payment of the single premium cost for TRS TRIP medical insurance at that time; and
 - b. payment toward the Administrator's single dental insurance not to exceed 70% payment of the single premium cost for the group dental program effective in the District at that time.

If, at any time during the term of this Contract, the Board's payment of insurance premiums is deemed to constitute a discriminatory or otherwise impermissible benefit under law or regulation or other official guidance, subjecting the Board or Administrator to potential penalties, civil fines, benefit plan disqualification, or increased tax payments, including excise taxes, the Board may, in its discretion, determine to decrease or eliminate its payment for such insurance and may, in its discretion, make a corresponding increase in another form of compensation to offset the cash value of the reduction in such insurance premium benefit. The parties acknowledge that the action to modify the benefit set forth in this paragraph of this Contract shall be require a post-retirement amendment to this Contract.

D. POWERS AND DUTIES

- 1. Duties. The Administrator, as directed in her job description, shall assist the Superintendent in the administrative operation and management of the School District. The Administrator also shall assume any additional administrative responsibilities and duties as may be assigned, under the supervision and direction of the Superintendent and in accordance with the laws of the State of Illinois and the policies, rules, and regulations of the Board. Additionally, the Administrator shall keep such records and make such reports as are now or hereafter may be required by law or by the Board.
- 2. Extent of Service. The Administrator shall devote her time, skill, labor, and attention to the business of the School District and related professional activities so as to faithfully perform the duties of Business Manager/CSBO, as set forth in the job description attached as Exhibit A and incorporated in this Contract by reference. With the permission of the Superintendent, the Administrator 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; or lecture and engage in writing activities and speaking engagements. The Administrator may not jeopardize the functioning of the School District by engaging in or by any lengthy and conspicuous absence for such professional activities.
- 3. Compliance with Policies. The Administrator is responsible for and deemed to have knowledge of all policies, rules, and regulations established by the Board or the District administration and shall comply with their requirements.

E. PERFORMANCE GOALS AND EVALUATIONS

1. Student Performance and Academic Improvement. The Administrator acknowledges that, pursuant to Section 10-23.8a of the School Code (105 ILCS 5/10-23.8a), this multi-year agreement is subject to performance-based goals and indicators. The Parties agree the goals and indicators are linked to student performance and academic improvement of the schools within the District.

Annually, the Administrator shall: (1) review student performance; (2) evaluate the District's budget and financial status; and (3) report to the Superintendent on her findings as to (a) student performance and (b) her recommendations, if any, for

budgetary adjustments or programmatic changes as a result of her review and evaluation of such matters. The presentation of the report shall constitute the achievement of the goals and indicators of student performance and academic improvement as required by Section 10-23.8a of the Illinois School Code. The Superintendent shall make a recommendation to the Board concerning whether the Administrator has met the established goals above for purposes of the Board's determination whether to extend this Contract.

Evaluation. The Superintendent or designee shall evaluate the Administrator's performance, including but not limited to performance on the goals and indicators listed above, at least annually. One copy of the evaluation shall be included in the Administrator's personnel file and one copy of the evaluation shall be provided to the Administrator. Except as provided by statute, failure of the Superintendent or designee to complete an evaluation does not preclude termination or non-renewal of this Contract.

F. RENEWAL OR AMENDMENT OF CONTRACT

- 1. Retirement and Intent Not to Renew Contract. In entering into this multi-year contract of employment, the Administrator hereby reports her decision to retire from the teaching profession on or after July 31, 2029, and the Board of Education accepts her retirement as of that date. The Board hereby provides notice of intent not to renew this Contract beyond July 31, 2029. The parties agree that this Contract shall expire on that date without further notice or action required.
- 2. Amendment. Any adjustment or modification made during the life of this Contract shall be in the form of a written amendment and shall become a part of this Contract, but such adjustment or modification shall not be construed as a new contract with the Administrator or as an extension of the termination date of this Contract.
- 3. Reclassification. Throughout the term of this Contract, or any extension hereof, the Administrator shall be subject to reclassification, by demotion or reduction in rank, in accordance with the terms, provisions and procedures of Section 10-23.8b of the Illinois School Code. Nothing, however, shall be construed so as to limit the authority of the Board to order the lateral transfer of the Administrator to a position of similar rank and equal salary during the term of this Contract.

G. TERMINATION

- 1. Grounds for Termination. This Contract may be terminated during its term:
 - a. By mutual agreement, in writing;
 - b. Upon the Administrator's permanent disability (inability to perform essential job functions with or without accommodation) (The Administrator shall be considered permanently disabled: (i) after any absence due to "permanent illness or incapacity" in accordance with the terms of the Board

Policy on Temporary Illness or Incapacity; (ii) if she presents to the Board a physician's statement certifying that she is permanently disabled or incapacitated; or (iii) if the Board deems the Administrator permanently disabled after a Board-required physical or mental examination. Before a termination for permanent disability, the Administrator may request a hearing before the Board. If the Administrator chooses to be accompanied by legal counsel, she shall bear any related costs. The Board hearing shall be conducted in executive session.);

- c. Via discharge for cause;
- d. Upon elimination of the Administrator's position; or
- e. Upon the death of the Administrator.
- Cause. Discharge for cause during the term of this Contract shall be for any conduct, act, or failure to act by the Administrator that, in the discretion of the Board, is detrimental to the best interests of the School District. Reasons for discharge for cause shall be given in writing to the Administrator, who will be entitled to notice and a hearing before the Board to discuss such causes. If the Administrator chooses to be accompanied by legal counsel, she shall bear any costs involved. The Board hearing shall be conducted in closed session. The decision of the Board will be final.

H. MISCELLANEOUS

- 1. **Notices.** Any notice required to be given under this Contract shall be deemed sufficient if it is in writing and sent by first class mail or certified mail, postage prepaid, to the last known residence of the Administrator or the President of the Board at the administrative offices of the District.
- 2. Governing Law and Venue. This Contract has been executed in Illinois and shall be governed in accordance with the laws of the State of Illinois in every respect. The parties agree that venue for all actions between the parties shall lie solely in the state court having jurisdiction over Cook County, Illinois, and the Administrator hereby submits to the jurisdiction of the same.
- 3. **Headings.** Paragraph headings and numbers have been inserted for convenience of reference only and, if there is any conflict between such headings or numbers and the text of this Contract, the text shall control.
- 4. **Counterparts.** This Contract may be executed in multiple counterparts, and a set of counterparts bearing the signatures of both parties constitutes the Contract as if the parties had signed a single document.
- 5. **Complete Understanding.** This Contract contains all 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.
- 6. **Effect of Agreement.** This Contract shall inure to the benefit of and be binding upon the Board and its successors and assigns. If any portion of this Contract is deemed to be illegal or unenforceable, the remainder shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Contract on the date written above, upon formal approval by the Board at a duly convened meeting.

ADMINISTRATOR

BOARD OF EDUCATION OF
LINCOLNWOOD SCHOOL DISTRICT
NO. 74, COOK COUNTY, ILLINOIS

By:
Board President

Board President

By:
ATTEST

Board Secretary John P. Vrangs

Date: 11/7/24

EXHIBIT A JOB DESCRIPTION – BUSINESS MANAGER/CSBO



EXHIBIT A

Business Manager/CSBO

Job Category: Certified

Status: Exempt

Location: Administration Building

Reports to: Superintendent of Schools

Qualifications

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skills, and abilities required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- Illinois State Board of Education Professional Educator Licensure appropriate to assignment; Chief School Business
 Official (CSBO) endorsement; Master's Degree.
- Minimum of 2 years administrative experience.
- Possesses a thorough understanding of internal and external auditing requirements and procedures to ensure fiscal integrity and responsibility.
- Supports continuous quality through staff development.
- Ability to demonstrate personal and professional ethical behavior.
- Ability to demonstrate leadership qualities.
- Ability to demonstrate strong communication skills.

Job Goal

To provide leadership and to carry out the annual and long-range financial goals of the school district and ensure fiscal integrity in all areas of the Business Department.

Performance Responsibilities

- Assists Superintendent in the daily operations of the school district.
- Plans, organizes and directs the financial affairs of the school district. Utilizes all data to work with the Board and Superintendent to strategically plan for five to ten years in the future.
- Effectively coordinates and supervises support staff that has the responsibilities for purchasing, school nutrition services, budgeting, buildings and grounds, payroll, personnel, accounts payable and accounts receivable and transportation.
- Enhances the financial position of the district through sound investment strategies, long-range financial planning and budget forecasting and cash flow management.
- Responsible for internal and external auditing to ensure fiscal integrity.
- Prepares and oversees the preparation of district financial reports. Ensures that report formats meet all state, local and in-district reporting requirements.
- Facilities the district Finance Committee.
- Coordinates financial affairs with the Niles Township District for Special Education (NTDSE).
- Attends Board meetings. Prepares and presents reports for the Board of Education as the Superintendent may
- Keeps abreast of governmental statutes, regulations and laws relating to school financial affairs.
- Prepares the district budget and meets all governmental regulations and deadlines in that preparation.
- Prepares and presents the district levy to the Board of Education.

- Supervises all department heads that supervise custodial services and food services.
- Oversees facilities, including planning, renovation and maintenance with the Architect of record.
- Oversees and coordinates all departments in the writing and follow-up of grants.
- Directs and controls risk management.
- Serves on all negotiations teams as a resource and negotiator.
- Assists Superintendent in building partnerships with community organizations.
- Other essential duties and responsibilities may be assigned.

Physical, Sensory and Environmental Demands

Physical: The employee frequently is required to stand, walk, sit, use hands and fingers; sit continuously for extended periods of time; and reach with hands and arms. The employee must have the ability to use a keyboard and equipment typically found in an administrative work setting.

Sensory: While performing the duties of this job, the employee is regularly required to talk and/or hear. Specific vision abilities required by this job include close vision, distance vision, ability to adjust focus, read and interpret documents and instruction; frequent identification of letters, numbers, and symbols in a technology environment.

Environmental: While performing the duties of this job, the employee is exposed to equipment and noise levels typical of an administrative office environment.

Evaluation:

Performance will be evaluated by the Superintendent in accordance with Board's Policy.

Terms of Employment

Twelve-month position. Salary to be determined by Board of Education.