

**DIRECTOR OF INSTRUCTIONAL TECHNOLOGY AND INNOVATION EMPLOYMENT
AGREEMENT**

AGREEMENT made this 15th day of March, 2021, between the **BOARD OF EDUCATION OF KENILWORTH SCHOOL DISTRICT NO. 38**, COOK COUNTY, ILLINOIS, hereinafter referred to as the "Board," and **NATHAN MCBRIDE**, hereinafter referred to as the "Director of Technology and Innovation."

W I T N E S S E T H:

A. EMPLOYMENT AND COMPENSATION

1. The Board hereby employs the Director of Technology and Innovation for three (3) years commencing July 1, 2021, and terminating on June 30, 2024, with such responsibilities and duties in that connection as may be fixed by the Board in this Agreement and in its policies, rules and regulations.

2. The Board shall pay to Director of Technology and Innovation an annualized salary of ONE HUNDRED FORTY-TWO THOUSAND FIVE HUNDRED DOLLARS (\$142,500) for the 2021-2022 contract year in equal installments in accordance with the rules of the Board governing payments of other administrative staff members in the District. Director of Technology and Innovation's annual salary for the 2022-2023 contract year will be determined by the Board after the Superintendent's review of Director of Technology and Innovation performance in accordance with paragraph F, provided that any such annual salary shall not be less than Director of Technology and Innovation's 2021-2022 salary. Director of Technology and Innovation hereby accepts employment upon the terms and conditions hereinafter set forth.

3. In addition to the annual salary stated in paragraph A.2 of this Agreement, the Board shall make a contribution on behalf of Director of Technology and Innovation to the State of Illinois Teachers' Retirement System ("TRS"), in satisfaction of the Director of Technology and Innovation's entire required (9.0%) retirement contribution to TRS. It is the intention of the parties to qualify all such payments paid by the Board on Director of Technology and Innovation behalf as employer payments pursuant to Section 414(h) of the *Internal Revenue Code of 1986*, as amended. The Director of Technology and Innovation does not have any right or claim to these amounts except as they may become available at the time of retirement or resignation from TRS. Both parties acknowledge that the Director of Technology and Innovation did not have the option of choosing to receive the contributed amounts directly, instead of having such contributions paid by the Board to TRS, and that such contributions are made as a condition of employment to secure the Director of Technology and Innovation's future services, knowledge and experience.

4. Any salary or other modification made during the term of this Agreement shall be in the form of a written amendment and shall become a part of this Agreement, but such modification shall not be construed as a new Agreement with the Director of Technology and Innovation, or as an extension of the termination date of this Agreement.

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

6. The Director of Technology and Innovation acknowledges that by accepting the terms of the multi-year Director of Technology and Innovation' Employment Agreement, the Director of Technology and Innovation waives any right to tenure or continued contractual service in the School District for the duration of this multi-year contract or any multi-year contract extension pursuant to Section 5/10-23.8a of *The School Code*.

B. DUTIES

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

C. BENEFITS

1. The Board will provide the Director of Technology and Innovation with the following benefits:

- a. Full-family health, dental and long-term disability insurance coverage, as provided under the programs effective in the District;
- b. Term life insurance in the amount of \$100,000, as provided under the program effective in the District; and
- c. Liability insurance, as provided to other District administrators, and in accordance with Section 10-20.20 of *The School Code*.

2. The Director of Technology and Innovation shall be entitled to paid vacation of twenty (20) working days per contract year during the term of this Agreement, to be used as mutually agreed upon by the Director of Technology and Innovation and Superintendent. Vacation days must be taken within the contract year. The Director of Technology and Innovation shall also be entitled to all legal school holidays observed by the District. Winter, Spring, and Summer recess periods shall constitute working days unless specifically scheduled and credited toward the vacation days listed above.

3. The Director of Technology and Innovation shall be granted sick leave, as defined in Section 24-6 of *The School Code*, of fifteen (15) working days per contract year during the term of this Agreement. Unused sick days may be accumulated to a maximum of three hundred sixty (360) days. The Director of Technology and Innovation shall not be entitled to payment for any accrued but unused sick leave upon separation of employment from the District for any reason.

4. The Director of Technology and Innovation shall be granted personal leave of three (3) working days per contract year during the term of this Agreement which may also be used as sick leave. Earned, unused personal days shall carry over into the next school year without limit and shall be added to the Director of Technology and Innovation' balance of sick leave. The Director of Technology and Innovation shall not be entitled to payment for any accrued but unused personal leave upon separation of employment from the District for any reason.

5. The Director of Technology and Innovation shall be reimbursed for District business

travel in her personal vehicle at the IRS approved mileage reimbursement rate.

6. The Director of Technology and Innovation shall be reimbursed for participation in professional development courses and activities and up to one thousand dollars (\$1,000.00) per contract year for dues and membership fees to professional organizations. All professional development courses or activities and/or memberships in professional organizations must be approved, in advance, by the Superintendent to qualify for reimbursement.

D. TERMINATION

1. This Agreement may be terminated by:
 - a. Mutual agreement of the parties;
 - b. Permanent disability (as defined below) of the Director of Technology and Innovation;
 - c. Discharge of the Director of Technology and Innovation for cause (as defined below);
 - d. Early contract termination without cause (as defined below);
 - e. Resignation, provided, however, the Director of Technology and Innovation shall provide the Board at least one hundred and twenty days (120) days advance written notice of the resignation; or
 - f. Death of the Director of Technology and Innovation.
2. Permanent Disability

The Board may terminate this Agreement for reasons of permanent disability or incapacity at any time after the Director of Technology and Innovation has exhausted her accumulated sick leave, personal leave and vacation benefits, has been absent from her employment for a continuous period of three (3) months, or presents to the Board upon request a physician's statement certifying that she is permanently disabled or incapacitated. All contractual obligations of the Board shall cease upon written notice of termination for permanent disability or incapacity, provided that the Director of Technology and Innovation shall be entitled to a meeting before the Board if she so requests. The Board reserves the right to require the Director of Technology and Innovation to submit to a medical examination, either physical or mental, whenever the Board deems the Director of Technology and Innovation disabled. Such examination shall be performed by a physician licensed to practice medicine in all its branches, who is mutually selected and paid by the Board. The Director of Technology and Innovation expressly agrees that the physician shall prepare a detailed report of the state of her physical and/or mental health and submit it to the Board.

3. Discharge for Cause

Discharge for cause shall be for any conduct, act, or failure to act by the Director of Technology and Innovation which is detrimental to the best interests of the District, or for violation of this Agreement. Reasons for discharge for cause shall be given in writing to the Director of Technology and Innovation, who shall be entitled to notice and an opportunity to request a hearing

before the Board to discuss such causes. If the Director of Technology and Innovation chooses to be accompanied by legal counsel, she shall bear any costs therein involved. The Board hearing shall be conducted in closed session.

4. Termination without Cause

The Board and the Director of Technology and Innovation reserve the right to terminate this Agreement at the end of the initial contract year for any reason and without cause. If either party elects to terminate this Agreement without cause prior to the second contract year, it must provide written notice to the other party by January 1, 2022, and the contract will terminate on June 30, 2022.

E. STUDENT PERFORMANCE AND ACADEMIC IMPROVEMENT GOALS

The Director of Technology and Innovation acknowledges that pursuant to Section 10-23.8a of *The School Code*, this multi-year Agreement is subject to performance-based goals which are linked to student performance and academic improvement attributable to the responsibilities and duties of the Director of Technology and Innovation. The Director of Technology and Innovation's student performance and academic improvement goals for the 2021-2022 contract year will be developed and approved by the Board and incorporated into Appendix B by contract amendment prior to July 1, 2021. As part of the Director of Technology and Innovation's annual evaluation, the Director of Technology and Innovation and Superintendent shall meet to review the Director of Technology and Innovation's progress towards meeting the student performance and academic improvement goals. The Superintendent will review and assess the Director of Technology and Innovation's overall performance on an annual basis based upon the student performance and academic improvement goals, and any other objectives established by the Board. The Board reserves the right to annually adjust or modify the student performance and academic improvement goals listed herein and to establish other goals and objectives for the Director of Technology and Innovation.

F. EVALUATION

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

G. NOTICE

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

(1) ***If to the Board:*** Board of Education
Kenilworth School District No. 38
542 Abbotsford Road
Kenilworth, IL 60043

(2) ***If to the Director of Technology and Innovation:***
[Nathan McBride](#)

Redacted

(or at such other address as may be hereinafter furnished by the Director of Technology and Innovation in writing.)

H. MISCELLANEOUS

1. This Agreement is subject to *The School Code*, the regulations of the State Board of Education and the Superintendent of the Educational Service Region of Cook County, and the policies of the Board.

2. This Agreement contains all the terms agreed upon by the parties with respect to the subject matter of this Agreement and supersedes all prior agreements, arrangements, and communications between the parties, whether oral or written, concerning such subject matter. Except as may otherwise be provided herein, no subsequent alteration, amendments, change or addition to this Agreement shall be binding upon the parties unless reduced in writing and duly authorized and signed by each of the parties.

3. This Agreement has been executed in the State of Illinois and shall be governed in accordance with the laws of Illinois. If any provision of this Agreement is deemed illegal or unenforceable for any reason, the remainder of the Agreement shall remain in full force and effect.

4. Section headings and paragraph numbers have been inserted for convenience of reference only. In the event of any conflict between any such headings or numbers and the text of this Agreement, the text shall control.

5. This Agreement may be executed in one or more counterparts each of which shall be considered an original, and all of which taken together shall be considered one and the same instrument.

6. This Agreement shall be binding upon and inure to the benefit of the Director of Technology and Innovation, her successors, assigns, heirs, executors, and personal representatives, and shall be binding upon, and inure to the benefit of the Board, its successors, and assigns.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in their respective names and, in the case of the Board, by its President and Secretary on the day and year first above written.

Director of Technology and Innovation



Date: 3-23-2021

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

By: 

President

ATTEST:

By: 

Secretary

APPENDIX A

***Director of Technology & Innovation* KENILWORTH SCHOOL DISTRICT NO. 38 *Job Description* Technology Department**

JOB TITLE: Director of Technology & Innovation

ORGANIZATIONAL UNIT: Technology Department

ORGANIZATIONAL RELATIONSHIPS:
Reports to: Superintendent

LENGTH OF POSITION: Twelve Months – 8 Hour Workday inclusive of a .5 hour unpaid lunch

TYPE OF POSITION: Exempt

Primary Purpose

The Director of Technology and Innovation has responsibility for all aspects of Joseph Sears School technology including but not limited to Strategy and Planning, Staff Management, Budgetary Responsibility, Infrastructure, Database Administration and Integration, as well as management of the Helpdesk.

The Director of Technology and Innovation is a creative and dynamic leader charged with developing and implementing a strategic vision in all areas of technology at Joseph Sears School.

This position will facilitate the integration of educational technology tools and best practices into curriculum and administrative systems. Both a big picture thinker and a hands-on implementer, the Director engages with educators and support personnel, parents and students to extend responsible and creative use of technology.

The Director of Technology and Innovation must be a strategic thinker with strong communication, organization, and interpersonal skills, and the enthusiasm and credibility to create and sustain instructional momentum in the appropriate use of technology in learning and teaching.

The Director oversees the Joseph Sears Technology department and guides, supports, mentors, monitors and evaluates technology team members to ensure that each of them serves as a strong leader and creates an environment of shared knowledge and purpose among the technology team.

The Director of Technology and Innovation oversees staff development opportunities to meet the diverse learning needs of staff as it relates to integrating technology into academic programs.

The Director of Technology and Innovation must clearly define the mission of the Joseph Sears Technology department to ensure all members are unified toward a common goal.

The Director of Technology and Innovation works with all school stakeholders to ensure that the technology program and services meets educational needs as well as communication needs of the school and programs. The Director of Technology and Innovation serves on the Leadership Team and reports to the Superintendent.

Key Responsibilities

Leadership & professional development:

- Develop and implement a strategic vision for the use of technology in both academic and infrastructure systems
- Support the implementation of the school's strategic plan
- Maintain knowledge of and communicate current research findings and forecasts related to the effective use of technology in the school's educational program
- Provide current, cutting-edge information to support decision-making on academic and administrative technology matters
- Serve as the primary leader for technology initiatives, developing rollout strategies, planning and conducting teacher training, and communicating with and presenting to students and parents as the initiative is launched
- Partner with members of the community to articulate mission values and connections between the Joseph Sears School Acceptable Use Policy and other technology related Board of Education policies
- Champion changes in curriculum design and delivery
- In collaboration with other school leadership oversee, and at times provide, professional development of staff on the integration of technology into the curriculum
- Ensure that all educators have access to appropriate and innovative tools for 21st century learning
- Focus on ensuring that network and other technology resources are used safely and responsibly rather than limiting access
- Eliminate the status quo in order to implement new technology applications, best practices and supports
- Oversee all administrative aspects of technology programs and services including infrastructure implementation and maintenance, support of educators and support staff in the use of hardware and equipment and management

Management:

- Evaluate the performance of the Joseph Sears Technology department employees and oversee training and support to enhance contributions
- Oversees the delegated responsibility of designing, developing, analyzing and enhancing school based programs and applications

- Oversees the delegated responsibility of isolating, researching and resolving complex problems or issues for critical applications
- Explore contracting with cloud-based services and negotiate advantageous contracts when appropriate

Procurement & budgeting:

- Effectively allocate and manage resources to support strategic priorities and initiatives
- Provide leadership in the purchase and acquisition of new technology and equipment
- Consult with appropriate stakeholders to coordinate, evaluate and recommend and purchase new technology and equipment
- Possess the understanding of industry-standard related practices and procedures of regulations and guidelines as they relate to the purchase and use of software specifically copyright laws and the use of licensed equipment and materials
- Develop and monitor annual instructional technology and technology operations budgets in cooperation with appropriate stakeholders
- Professionally represent the school in interactions with parents, community, staff, and students and resolve conflict in a professional manner

Professional responsibilities:

- Comply with applicable state, local and federal laws, rules and regulations and compliance requirements
- Respond willingly to emergency situations outside of the standard work schedule
- Perform other duties as assigned by the Superintendent

Requirements

Qualifications:

- Advanced Degree in Education with General Administrative Endorsement
- Highly desirable, formal qualifications in Information and/or Educational Technology
- Minimum of two-years experience in a similar role

Skills, Abilities, Knowledge:

- Experience with Google Suite (GSuite) for Education
- Preferably have experience working with iPads and other mobile devices in education
- Experience with a range of software, hardware, and operations systems (Windows, Mac, iOS)
- Proven record of accomplishment in technology planning and technology personnel management, ideally in a PreK - 8 academic setting
- Experience preparing and managing budgets
- Proven track record of integrating technology into a classroom setting