

**NOTICE OF SPECIAL BOARD OF EDUCATION MEETING
KENILWORTH SCHOOL DISTRICT NUMBER 38, COOK COUNTY, ILLINOIS
THE 23rd DAY OF JULY, 2019**

PUBLIC NOTICE IS HEREBY GIVEN that the Kenilworth School District No. 38 Board of Education will hold a regular meeting on the 23rd day of July, 2019. Closed session will begin at 3:30 p.m. in Room 258 and open session will begin at 4:00 p.m. in the Library Technology Center of The Joseph Sears School, 542 Abbotsford Road, Kenilworth, Illinois.

AGENDA

Room 258 (Closed Session – 3:30 p.m.)

I. CALL TO ORDER AND ROLL CALL

	Present	Absent		Present	Absent
John Gottschall	_____	_____	Stephen N. Potter	_____	_____
Evan Lukasik	_____	_____	Mia Casey Sachs	_____	_____
Lisa Metzger Mugg	_____	_____	Andrew Stone	_____	_____
Suzanne Nelson	_____	_____			

II. CLOSED SESSION TO DISCUSS SPECIFIC EMPLOYEE MATTERS

Library Technology Center (Open Session – 4 p.m.)

I. CALL TO ORDER AND ROLL CALL

	Present	Absent		Present	Absent
John Gottschall	_____	_____	Stephen N. Potter	_____	_____
Evan Lukasik	_____	_____	Mia Casey Sachs	_____	_____
Lisa Metzger Mugg	_____	_____	Andrew Stone	_____	_____
Suzanne Nelson	_____	_____			

II. PUBLIC COMMENT (See posted Rules of Public Comment)

III. OLD BUSINESS

- A. Discussion of Administrative Search Process
- B. Discussion and Potential Approval of Recommendation to Hire Mr. Roger Prosis as a Part-Time 120-Day Interim Principal for the 2019-2020 School Year
- C. Discussion and Potential Approval of Recommendation to Hire Mr. Gary Zabilka as a Part-Time 80-Day Interim Principal for the 2019-2020 School Year
- D. Discussion and Potential Approval of Recommendation to Hire Ms. Stephanie Helfand as 1.0 FTE Interim Assistant Principal for the 2019-2020 School Year
- E. Discussion and Potential Approval of Recommendation to Hire Ms. Ali Hecimovich as 1.0 FTE Interim Director of Student Services for the 2019-2020 School Year

- F. Discussion and Potential Approval of Recommendation to Hire Ms. Carrie De La Cruz as a Part-Time 2-Days Per Week, Interim Student Services Administrator for the 2019-2020 School Year

IV. PUBLIC COMMENT

V. ADJOURNMENT

Dated the 21st day of July, 2019.



Julie Campanaro
Secretary, Board of Education
Kenilworth School District No. 38



To: Kenilworth School District No. 38 Board of Education

From: Suzanne Nelson

Date: July 23, 2019

Re: Review of Interim Search Process and Next Steps

As we prepare to hire our interim administrators for the 2019-2020 school year, I would like to review the search process that we have followed and delineate the next steps.

Interim Search Process

The Personnel Committee began this process by interviewing three search firms in early June and recommending that the Board hire the team of Dr. Yonke, Dr. Zabilka and Dr. Rossi from School Exec Connect to conduct both our interim and permanent principal search. Based on discussions with the Board and Administration, the scope of work expanded to include a search for a Director of Student Services due to a resignation and a one-year Assistant Principal; it was determined that both the Director and Assistant Principal positions would also be interim for the 2019-20 school year. In addition, the School Exec Connect team will conduct an Administrative Structure Study in late summer/early fall and provide recommendations on potential modifications to the District 38 leadership structure before hiring administrators for the permanent positions. The process will include academic research, study of similar schools/districts, focus group discussions, individual interviews, and surveys of all constituencies.

The School Exec Connect team worked in consultation with our Administration and Board to determine a search plan for the interim positions. Next, the team conducted focus groups and individual interviews from June 18-24 with over 61 people participating from our faculty, staff, parent and community groups to gather input on the desired qualities and characteristics of candidates seeking our open interim administrator positions. Dr. Yonke held individual discussions with current and former Administrators, current Board members, and KEA Co-Presidents to seek their input. Based on input from all of the stakeholders and using previous job descriptions as a guide, the team updated and created the necessary job descriptions for the interim positions. The School Exec Connect team then recruited and screened multiple candidates for these positions and brought forward a group of individuals for final interviews this past Tuesday, July 16. The candidates met with a volunteer Stakeholder Committee comprised of faculty and staff across disciplines and grade levels, as well as parents, a



community member, and an administrator. Each candidate then met with a second committee comprised of Board members and Administrators. Following the interviews, the Board and Administrative team reviewed all of the feedback, discussed each candidate, and selected candidates for each position. Next steps included additional reference calls and background checks, offers made to candidates, and contracts drafted with the agreed-upon terms. During our meeting on July 23 we can take action to approval our final slate of Interim Administrators with the goal of having a team in place to start on August 1st.

Next Steps

Following Board approval of the Interim Administrators a transition plan will be developed and implemented, including a clear delineation of roles and responsibilities for each of the Interim and existing Administrative positions. School Exec Connect will then shift their focus to the Administrative Structure Study with the goal of providing recommendations to the Board in October. Once the Board determines the optimal administrative structure going forward, permanent searches for the open positions will begin. The Board and Administration are committed to ensuring timely and transparent communications as well as involving multiple stakeholders throughout the process.

5. **Licensure**

The Interim Principal hereby represents that he possesses the appropriate licensure and other professional credentials issued by the Illinois State Board of Education to perform the services under this Agreement. This Agreement is specifically conditioned upon the Interim Principal maintaining the appropriate licensure and other professional credentials required of the services performed under this Agreement.

6. **Required Services**

The Board has retained the Interim Principal for only those purposes and to the extent set forth in this Agreement. The Interim Principal shall provide the required services at the direction of the Board. The Interim Principal shall, in providing such services, conform to, comply with, and be subject to all lawful rules, regulations, orders, and directives adopted by the Board.

7. **Employment Status**

The Interim Principal shall be considered an employee of the Board provided, however, that the Interim Principal shall not be entitled to participate in any plans, arrangements, or distributions pertaining to or in connection with any pension benefits, sick leave, or vacation leave, or any other employment benefits provided to other employees of the Board.

8. **Other Benefits**

The Interim Principal hereby waives and releases any and all claims to employment benefits other than the daily compensation amount set forth in Paragraph 4 above.

9. **Tenure**

The Interim Principal specifically acknowledges and agrees that he is not eligible to acquire tenure in the District by virtue of services rendered under this Agreement, nor shall he be entitled to any notice of dismissal or non-renewal of this Agreement or his employment pursuant to Sections 5/24-11 or 5/24-12 of the *Illinois School Code*. The Interim Principal hereby waives and relinquishes any right to acquire tenure in the District and any right to notice of dismissal or non-renewal of this Agreement pursuant to the above-cited statutory provisions.

10. **Withholdings**

The Interim Principal specifically understands and agrees that the Board will not withhold or otherwise pay any contributions to the Illinois Teachers' Retirement System (TRS) or the Illinois Municipal Retirement Fund (IMRF), or make any other voluntary deductions from his compensation. The Interim Principal hereby waives and releases any claims, demands or causes of action he may have against the Board due to TRS or IMRF contributions not being withheld from his compensation. The Board assumes no liability and makes no warranties or representations to the

Interim Principal with respect to any tax liability resulting from this Agreement.

11. Expenses

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

12. Termination

This Agreement may be terminated:

- a. By expiration effective June 30, 2020;
- b. By either party upon ten (10) calendar days' written notice; or
- c. Upon the District's hiring of a permanent Principal.

13. Notices

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

- (1) **Board:** Board of Education
Kenilworth School District No. 38
[542 Abbottsford Rd., Kenilworth, IL 60043]

- (2) **Interim Principal:** _Roger Prorise_____
[908 Elmdale Rd., Glenview, IL 60025]

14. Miscellaneous

- a. Except as otherwise provided, no subsequent alteration, amendment, change, or addition to this Agreement shall be binding upon the parties hereto unless reduced to writing and duly authorized and signed by each of them.
- b. This Agreement has been executed in the State of Illinois, and shall be governed in accordance with the laws of the State of Illinois in every respect.
- c. This Agreement contains all the terms agreed upon by the parties with respect to the subject matter of this Agreement and supersedes all prior agreements, arrangements, and communications between the parties, whether oral or written, concerning such subject matter.

- d. If a court having jurisdiction issues a final decision declaring any provision of this Agreement to be unlawful or unenforceable, all other provisions of the Agreement shall remain in force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement this 23 day of July, 2019.

INTERIM PRINCIPAL

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

_Roger Prosise_____

By: _____
President

ATTEST:

Secretary

Administration

Interim Principal

The Interim Principal serves as an instructional leader of Sears School and works collaboratively with the Chief Education Officer, the Director of Student Services, and the Assistant Principal to support excellence in teaching and to maximize learning for all students.

Organizational Relationship

The Interim Principal reports to the Superintendent.

Assigned Responsibilities

Instructional Leadership

- Considers best practices in instructional leadership and addresses the needs of all students in supporting the curricular and instructional program;
- Assists the Chief Education Officer with curricular renewal and implementation, instructional materials selection, and educational goal enactment.
- Works with the administrative team to gather relevant data and to consider indicators of individual student progress as well as grade-level and school-level achievement.

Management of School Culture and Environment

- Contributes to a positive and effective learning climate in the school by fostering a culture of excellence in academics and promoting the development of age-appropriate social-emotional skills;
- Establishes and maintains a climate of high expectations for staff and students, working collaboratively with the administrative team and teacher leadership to support a positive learning environment at Sears School;
- Manages the day-to-day operation of Sears School with an emphasis on providing a safe and secure environment for all students and staff;
- Works in consultation with the Interim Assistant Principal to implement a program of positive student behavior management, recognizing the developmental needs of students at every grade level; serves as a consultant to the Interim Assistant Principal on student discipline issues and hears parent appeals on discipline matters;
- Assists the Interim Assistant Principal in creating and implementing the master schedule and the calendar;
- Supervises school events outside the school day as needed, including attending Board of Education meetings.

Management of Personnel

- Attracts, retains, and develops excellent teachers. Leads the selection of new employees and makes recommendations regarding the hiring, discipline, transfer, and termination of employees;
- Directs the teacher evaluation program for improvement of instruction, including creation and implementation of a schedule for teacher evaluations for tenured and nontenured staff; in consultation with the administrative team, makes recommendations for retention and non-renewal of non-tenured teachers;
- Formulates an effective staffing plan and class assignments for the 2019-20 school year;
- Ensures that employees follow the District's Human Resources policies and procedures;

Leadership with Parents and Community

- Engages with parents, community, and school-related groups to promote a positive environment;
- Works proactively with parents to communicate student expectations, responds promptly to questions or concerns, and works collaboratively with parents and other administrators to solve problems;
- Leads effectively in promoting the educational philosophy of Sears School.

Professionalism

- Sets the tone for professional behavior in the school, leading by example;
- Models life-long learning and contributes to the educational community by participating in professional conferences, training, readings, and dialogue, including articulation with New Tricor by serving as the official liaison;
- Possesses knowledge of District policies and regulations relating to areas of responsibility and applies policies and regulations fairly and consistently;
- Presents periodic reports to the Board of Education;
- Assists in the management of the school budget;
- Ensures that all State and Federal laws, contract, policies, and District regulations are adhered to by students, faculty/staff, parents, and community by communicating, interpreting, and implementing laws, policies, and rules to all involved;
- Completes compliance trainings as required by the District or State/Federal law; and
- Performs all other duties and assumes other responsibilities as may be assigned by the Superintendent.

Terms of Employment

Interim position for one school year beginning in July 2019 and ending June 30, 2020.

INTERIM ASSISTANT PRINCIPAL'S EMPLOYMENT CONTRACT

THIS AGREEMENT made this 23rd day of July, 2019, by and between the BOARD OF EDUCATION OF KENILWORTH SCHOOL DISTRICT NO. 38, Cook County, Illinois ("Board"), and Stephanie Helfand ("Interim Assistant Principal").

WITNESSETH

A. EMPLOYMENT AND COMPENSATION

1. The Board hereby employs the Interim Assistant Principal from August 1, 2019 – 5 days after the last student attendance day. The Interim Assistant Principal is employed as an Interim Assistant Principal for the 2019-2020 contract year only. This Contract shall not be subject to extension and will expire on June 19, 2020.
2. The Interim Assistant Principal's annual salary for the 2019-2020 contract year shall be one hundred thirty seven thousand dollars (\$ 137,000). The Interim Assistant Principal's annual salary shall be payable in equal installments in accordance with the rules of the Board governing payments of teachers in the District. The Interim Assistant Principal hereby accepts employment upon the terms and conditions hereinafter set forth.
3. Any salary or other adjustment or modification made during the life of this Agreement shall be in the form of a written amendment and shall become a part of this Agreement, but any such adjustment or modification shall not be construed as a new Agreement, or as an extension of the termination date of this Agreement.
4. In addition to the annual salary stated in paragraph A.2 of this Agreement, the Board shall make a contribution on behalf of the Interim Assistant Principal to the State of Illinois Teachers' Retirement System in an amount equal to the Interim Assistant Principal's required contribution (9.0%) to the Teachers' Retirement System. The Interim Assistant Principal does not have any right or claim to this amount except as it may become available at the time of retirement or resignation from the State of Illinois Teachers' Retirement System. In addition, the Board will also pay the required TRS health insurance ("THIS") payment. Both parties acknowledge that the Interim Assistant Principal does not have the option of choosing to receive the contributed amounts directly, instead of having such contributions paid by the Board to the State of Illinois Teachers' Retirement System, and that such contributions are made as a condition of employment to secure the Interim Assistant Principal's future services, knowledge and experience.
5. During the term of this Agreement, the Interim Assistant Principal shall hold a valid and properly registered license issued by the State of Illinois Teachers'

Licensure Board qualifying her to act as an Interim Assistant Principal of the School District.

B. DUTIES

1. The Interim Assistant Principal shall assist in supervising the operation of the school as the Board shall determine necessary. The Interim Assistant Principal shall also assume administrative responsibilities and instructional leadership, under the supervision and direction of the Interim Principals 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 educational program of the school.
2. The Interim Assistant Principal shall assist the Interim Principals in making recommendations to the Superintendent concerning the appointment, retention, promotion and assignment of all personnel assigned to the school and shall keep such other registers and records and make such other reports as may be directed by the Superintendent and the Board or required by law.
3. The Interim Assistant Principal shall suspend students guilty of gross disobedience or misconduct from school (and from the school bus) in accordance with the requirements of Section 5/10-22.6 of The Illinois School Code and Board policy.
4. The Interim Assistant Principal agrees to devote her best efforts to the educational program of the School District and shall not undertake or accept other employment or responsibilities which will conflict with her assigned duties.
5. The Interim Assistant Principal may undertake consultation work, speaking engagements, writing, lecturing, or other professional duties or obligations provided, however, that any other work shall not interfere with the Interim Assistant Principal's obligations set forth in this Agreement and are approved in advance by the Board. Whether these other professional duties interfere with the Interim Assistant Principal's obligations shall be determined by the Board at its sole discretion.

C. BENEFITS

1. Insurance

The School District will provide the following insurance benefits:

- a. Full-family health, dental and long-term disability insurance coverage, as provided under the programs effective in the district; and
- b. Individual term life insurance in the amount of one hundred thousand DOLLARS (\$100,000.00).
- c. Liability insurance, as provided to other District Administrators, and in accordance with Section 10-20.20 of *The School Code*.

The Interim Assistant Principal shall be granted sick leave, as defined in Section 24-6 of The Illinois School Code, of fourteen (14) working days per year. Unused sick leave days may be accumulated to a maximum of three hundred sixty (360) days. The Interim Assistant Principal shall not be entitled to payment for any accrued but unused sick leave upon separation of employment from the district for any reason.

2. Holidays

The Interim Assistant Principal will not be entitled to paid vacation leave, but will not be required to work on any school holidays or during Winter or Spring recess periods.

3. Personal Leave

The Assistant Principal shall be granted three (3) personal leave days per contract year for personal business and which may also be used as sick leave. The Interim Assistant Principal shall not be entitled to payment for any accrued but unused personal leave upon separation of employment from the District for any reason.

4. Professional Expenses

- a. The Board shall reimburse the Interim Assistant Principal for reasonable monthly expenses incurred in the performance of her duties. The Interim Assistant Principal shall provide the Board with a monthly itemization of all expenses incurred.
- b. The Interim Assistant Principal is expected to attend appropriate professional meetings at the local and state levels. Subject to its prior approval, the Board shall pay all actual and necessary expenses incurred by the Interim Assistant Principal in attending such meetings.

D. EVALUATION

The Interim Principals will annually review and assess the Interim Assistant Principal's overall performance based upon the performance criteria established by the District consistent with the Illinois School Code. By March 1, 2020, the Interim Principals shall evaluate the Interim Assistant Principal's performance and shall give the written evaluation to the Interim Assistant Principal.

E. TERMINATION

This Agreement may be terminated:

- a. By expiration effective June 19, 2020;

- b. By either party upon ten (10) calendar days' written notice; or
- c. Upon the District's hiring of a permanent Assistant Principal.

1. Permanent Disability

The Board may terminate this Agreement for reasons of permanent disability or incapacity at any time after the Interim Assistant Principal has exhausted her accumulated sick leave and vacation benefits and either 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 obligations of the Board shall cease upon written notice of termination for permanent disability or incapacity, provided that the Interim Assistant Principal shall be entitled to a hearing before the Board if she so requests. The Board reserves the right to require the Interim Assistant Principal to submit to a medical examination, either physical or mental, whenever the Board deems the Interim Assistant Principal disabled. Such examination shall be performed by a physician licensed to practice medicine in the State of Illinois and selected and paid by the Board. The Interim Assistant Principal 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 of Education for review.

2. Discharge for Cause

Discharge for cause shall be for any conduct, act, or failure to act by the Interim Assistant Principal which in the opinion of the Board is detrimental to the best interests of the District. Reasons for discharge for cause shall be given in writing to the Interim Assistant Principal, who shall be entitled to notice and a hearing before the Board to discuss such causes. If the Interim Assistant Principal chooses to be accompanied by legal counsel, she shall bear any costs therein involved. The Board hearing shall be conducted in executive session.

G. NOTICE

Any notice or communication permitted or required under this Agreement shall be deemed sufficient if given in writing and served upon the Interim Assistant Principal and the President of the Board personally or by certified mail, return receipt requested, addressed to the party as set forth below, or at such other address as may be hereinafter furnished by the Interim Assistant Principal in writing:

Evan Lukasik
President Board of Education

H. MISCELLANEOUS

- 1. This Agreement has been executed in the State of Illinois, and shall be governed in accordance with the laws thereof in every respect.
- 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.
- 3. This Agreement shall be binding upon and inure to the benefit of the Assistant Principal, 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.
- 4. If a court having jurisdiction issues a final decision declaring any provision of this Agreement to be unlawful or unenforceable, all other provisions of the Agreement shall remain in force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year first above written.

INTERIM ASSISTANT PRINCIPAL

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

Stephanie Helfand

Board President

ATTEST:

Secretary

Administration

Interim Assistant Principal

The Interim Assistant Principal assists the Interim Principal in instructional leadership and establishment of a culture of educational excellence for every student.

Organizational Relationship

The Interim Assistant Principal reports to the Interim Principal and works collaboratively with the Principal and the administrative team.

Assigned Responsibilities

Instructional Leadership

- Considers best practices in instructional leadership and the needs of all students in supporting the curricular and instructional program;
- Assists the Interim Principal with relevant tasks related to curriculum and instruction, such as preparing instructional materials for review or gathering data to be analyzed.
- Oversees 504 plans in coordination with the Director of Student Services. Meets with parents as needed to develop or review plans and assists teachers in implementation of each student's 504 plan.

Management of School Culture and Environment

- Contributes to a positive and effective learning climate in the school by fostering a culture of excellence in academics and development of age-appropriate social-emotional skills;
- Establishes a climate of positive expectations for student behavior through clear and consistent communication about those expectations;
- Manages, in consultation with the Interim Principal, all student behavior issues, including investigation and disposition of discipline referrals and communication with parents;
- Plans and supervises the master schedule and coordinates the school calendar;
- Supervises school events outside the school day as needed (but does not attend Board meetings).

Management of Personnel

- Assists the Interim Principal with management of support personnel;
- Supports the Interim Principal on personnel issues as needed.

Leadership with Parents and Community

- Engages with parents, community, and school-related groups to promote a positive environment;
- Works proactively with parents to communicate student expectations, responds promptly to questions or concerns, and works collaboratively with parents and other administrators to solve problems.

Professionalism

- Sets the tone for professional behavior in the school, leading by example;
- Contributes to the effective school programs by participating in professional conferences, training, readings, and dialogue, including articulation with New Trier when appropriate;
- Possesses knowledge of the District policies and regulations relating to areas of responsibility and applies policies and regulations fairly and consistently;
- Ensures that all State and Federal laws, contract, policies, and District regulations are adhered to;

- Completes compliance trainings as required by the District or State/Federal law; and
- Performs all other duties and assumes other responsibilities as may be assigned by the Interim Principal.

Terms of Employment

Interim position for one school year beginning August 1 and ending five days after the last day of school in June 2020.

INTERIM DIRECTOR OF STUDENT SERVICE'S EMPLOYMENT AGREEMENT

AGREEMENT made this 23rd day of July, 2019, between the **BOARD OF EDUCATION OF KENILWORTH SCHOOL DISTRICT NO. 38**, COOK COUNTY, ILLINOIS, hereinafter referred to as the "Board," and **ALISON HECIMOVICH**, hereinafter referred to as the "Interim Director of Student Services."

W I T N E S S E T H:

A. EMPLOYMENT AND COMPENSATION

1. The Board hereby employs the Interim Director of Student Services for one (1) year commencing August 1, 2019, and terminating on June 30, 2020, 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. This is an interim position for the 2019-2020 contract year only and, therefore, this contract will not be subject to extension but will expire on June 30, 2020. At the conclusion of this contract, the Interim Director of Student Services shall return to her position of Student Services Teacher.

2. The Board shall pay to the Interim Director of Student Services an annualized salary of ONE HUNDRED FIVE THOUSAND DOLLARS AND ZERO CENTS (\$105,000) for the 2019-2020 contract year in equal installments in accordance with the rules of the Board governing payments of other administrative staff members in the District. The Interim Director of Student Services hereby accepts employment upon the terms and conditions hereinafter set forth.

3. In addition to the annual salary stated in paragraph A.2 of this Agreement, the Board shall make a contribution on behalf of the Interim Director of Student Services to the State of Illinois Teachers' Retirement System ("TRS"), in satisfaction of the Interim Director of Student Service's required 9.00% retirement contribution to TRS. The Board shall also make a contribution on behalf of the Interim Director of Student Services in satisfaction of the Interim Director of Student Service's required contribution to the Teachers' Health Insurance Security (THIS) Fund for health insurance provided by TRS. It is the intention of the parties to qualify all such payments paid by the Board on the Interim Director of Student Service's behalf as employer payments pursuant to Section 414(h) of the *Internal Revenue Code of 1986*, as amended. The Interim Director of Student Services 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 Interim Director of Student Services 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 Interim Director of Student Service'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 Interim Director of Student Services, or as an extension of the termination date of this Agreement.

5. During the term of this Agreement, the Interim Director of Student Services shall hold a valid and properly registered license issued by the State of Illinois Teachers' Licensure

Board qualifying her to act as an Interim Director of Student Services for the District.

B. DUTIES

1. The Interim Director of Student Services shall supervise the operation of Student Services Department of The Joseph Sears School as the Board shall determine necessary. The Interim Director of Student Services shall also assume administrative responsibilities and instructional leadership, under the supervision and direction of the Superintendent in consultation with the Board of Education 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 educational program of The Joseph Sears School. The Interim Director of Student Service's job description identifying the Interim Director of Student Service's essential duties is attached as Appendix A.

2. The Interim Director of Student Services shall submit recommendations, as requested, to the Superintendent concerning the appointment, retention, promotion and assignment of Student Services personnel at Sears School and shall keep such other registers and records and make such other reports as may be directed by the Superintendent and the Board or required by law.

3. The Interim Director of Student Services shall suspend students guilty of gross disobedience or misconduct from school (and from the school bus) in accordance with the requirements of Section 10-22.6 of *The School Code* and Board policy.

4. The Interim Director of Student Services agrees to devote her best efforts to the educational program of the District. The Interim Director of Student Services shall not undertake or accept other employment or responsibilities that will conflict with her assigned duties, without the Superintendent's pre-approval.

C. BENEFITS

1. The Board will provide the Interim Director of Student Services 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 \$100,000.00, 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 Interim Director of Student Services shall be entitled to paid vacation of eighteen (18) working days per contract year during the term of this Agreement, to be used as mutually agreed upon by the Interim Director of Student Services and Superintendent. Vacation days must be taken within the contract year. The Interim Director of Student Services 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 Interim Director of Student Services shall be granted sick leave, as defined in Section 24-6 of *The School Code*, of fourteen (14) 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 Interim Director of Student Services 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 Interim Director of Student Services 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. Any unused personal leave days shall be added to the Interim Director of Student Services' accumulated sick leave upon termination of the contract. The Interim Director of Student Services 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 Interim Director of Student Services shall be reimbursed for District business travel in her personal vehicle at the IRS approved mileage reimbursement rate.

6. The Interim Director of Student Services 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 Interim Director of Student Services;
 - c. Discharge of the Interim Director of Student Services for cause (as defined below); or
 - d. Death of the Interim Director of Student Services.
2. Permanent Disability

The Board may terminate this Agreement for reasons of permanent disability or incapacity at any time after the Interim Director of Student Services 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 Interim Director of Student Services shall be entitled to a meeting before the Board if she so requests. The Board reserves the right to require the Interim Director of Student Services to submit to a medical examination, either physical or mental, whenever the Board deems the Interim Director of Student Services 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 Interim Director of Student Services 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 Interim Director of Student Services 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 Interim Director of Student Services, who shall be entitled to notice and an opportunity to request a hearing before the Board to discuss such causes. If the Interim Director of Student Services chooses to be accompanied by legal counsel, she shall bear any costs therein involved. The Board hearing shall be conducted in closed session.

F. EVALUATION

The Superintendent, in consultation with the Board of Education, will annually review and assess the Interim Director of Student Service's performance by March 1. The Superintendent will prepare a written summative evaluation based upon a review and assessment of the Interim Director of Student Service's progress towards meeting the Interim Director of Student Service's evaluation criteria in accordance with Section 5/24A-15 of *The School Code*.

G. NOTICE

All notices under this Agreement shall be deemed sufficient if given in writing and served upon the Interim Director of Student Services 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 Interim Director of Student Services:*** Alison Hecimovich

(or at such other address as may be hereinafter furnished by the Interim Director of Student Services 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 Interim Director of Student Services, 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.

INTERIM DIRECTOR OF STUDENT SERVICES

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

Alison Hecimovich

By: _____
President

Date: _____

ATTEST:

By: _____
Secretary

APPENDIX A

[Insert Interim Director of Student Services Job Description]

Administration

Director of Student Services

The Interim Director of Student Services provides leadership and supervision for any issue or person related to Special Education as well as any other student support services.

Organizational Relationship

Reports to the Superintendent and will maintain a close relationship with the administrative team, including the Interim Principal, Interim Assistant Principal, and Chief Education Officer.

Assigned Responsibilities

Instructional Leadership

- Oversees, leads and manages the psychological, health, social work, speech/language, gifted, special education, homebound/hospital instruction and English Language Learner services of the District;
- Supports the administrative team to ensure high quality educational outcomes for all students;
- Applies experience and knowledge of best instructional practices and programs for students receiving support from Student Services;
- Provides oversight to the process for early identification of students with special needs;
- Establishes procedures for placement, evaluation, assignment and reappraisal of students' needs with regard to the Student Services program;
- Coordinates and supervises the Instructional Support program for the district;
- Assists the Interim Assistant Principal with implementation of student 504 plans.

Management of School Culture and Environment

- Provides professional development to assist Student Services personnel in contributing to a positive and effective learning climate in the School;
- Collaborates with the Chief Education Officer to evaluate the effectiveness of all Student Services programs including Gifted and Response to Intervention, making recommendations for changes or additions as needed;

Management of Personnel

- Attracts, retains, and develops highly qualified Student Services personnel and support staff. Leads the selection of new student services employees and works collaboratively with the Interim Principal and administrative team in making recommendations regarding the hiring, discipline, transfer and termination of employees in the Student Services Department;
- Evaluates all Student Services personnel for effective instruction, identifying appropriate goals and related professional development; works with the Interim Principal to develop recommendations for retention and non-renewal of non-tenured teachers;
- Formulates an effective staffing plan and class assignments for Student Services personnel, in consultation with the Interim Principal.

Leadership with Parents and Community

- Consults with and maintains knowledge of community resources to support student, faculty/staff, and parent needs;
- Seeks input from parents on Student Services program evaluation, including Gifted education and Response to Intervention;
- Arranges and coordinates transportation of students placed in out-of-District special education programs.

Professionalism

- Contributes to the tone for professional behavior in the School, leading by example;
- Models life-long learning and contributes to the professional community by participating in educational conferences, training, readings, and dialogue, including service as the liaison to the North Suburban Special Education District (NSSSED) and New Trier Township Special Education and Gifted Directors;
- Possesses knowledge of District policies and regulations relating to areas of responsibility and is able to effectively apply the policies and regulations;
- Presents periodic reports to the Board of Education;
- Assists in the management of the district budget as it relates to Student Services programs and services, including Gifted education, RtI, and 504 plans;
- Ensures that all State and Federal laws, contracts, policies, and District regulations are adhered to by students, faculty/staff, parents and the community by communicating, interpreting and implementing laws, policies and rules to all involved;
- Compiles, maintains and files all reports, records and other documents as required by the Illinois State Board of Education;
- Completes compliance trainings as required by the District or State/Federal law;
- Performs all other duties and assumes other responsibilities as may be assigned by the Superintendent.

Terms of Employment

One-year interim position beginning July 2019 and ending June 30, 2020

INTERIM STUDENT SERVICES ADMINISTRATOR'S AGREEMENT

THIS AGREEMENT is made this 23rd day of July, 2019 by and between the **BOARD OF EDUCATION OF KENILWORTH SCHOOL DISTRICT NO. 38**, Cook County, Illinois (hereinafter "Board") and Carrie De La Cruz ("Interim Student Services Administrator" or "Dr. De La Cruz").

WHEREAS, the Board and the Interim Student Services Administrator desire to enter into a mutually binding and mutually beneficial agreement by which Dr. De La Cruz shall serve and act as Interim Student Services Administrator pursuant to the terms, conditions, and mutual considerations identified below.

NOW, THEREFORE, in consideration of the covenants in this Agreement, the sufficiency of which is acknowledged by the parties, the Board and the Interim Student Services Administrator agree as follows:

1. Term

The Board hereby employs Dr. De La Cruz to perform the services described herein as Interim Student Services Administrator commencing on August 1, 2019 and terminating on June 30, 2020, unless terminated earlier pursuant to Paragraph 12 of this Agreement.

2. Duties

The duties and responsibilities of the Interim Student Services Administrator shall be those duties required by applicable Board policies and rules, and all such other professional duties as may be assigned by the Board.

3. Employment

During the term of this Agreement, the Interim Student Services Administrator shall not work more than 2 paid days per week between August 1, 2019 and June 30, 2020, excluding winter break and spring break, as calculated and in accordance with the rules and regulations established by the Illinois Teachers' Retirement System. The term "paid day" means the actual days and hours that the Interim Student Services Administrator works and receives compensation from the Board. An eight-hour workday will constitute a "paid day". The length and schedule of the Interim Student Services Administrator's work days shall be agreed upon between the Interim Student Services Administrator and the President of the Board.

4. Compensation

a. The Board agrees to pay the Interim Student Services Administrator at the rate of eight hundred DOLLARS (\$ 800) for each day the Interim Student Services Administrator performs services pursuant to this Agreement, subject to applicable taxes and withholdings.

b. The Interim Student Services Administrator shall receive no other

compensation, insurance, or fringe benefits from the Board during the term of this Agreement. The Interim Student Services Administrator shall receive no vacation, sick leave, or personal leave during the term of this Agreement.

5. Licensure

The Interim Student Services Administrator hereby represents that she possesses the appropriate licensure and other professional credentials issued by the Illinois State Board of Education to perform the services under this Agreement. This Agreement is specifically conditioned upon the Interim Student Services Administrator maintaining the appropriate licensure and other professional credentials required of the services performed under this Agreement.

6. Required Services

The Board has retained the Interim Student Services Administrator for only those purposes and to the extent set forth in this Agreement. The Interim Student Services Administrator shall provide the required services at the direction of the Board. The Interim Student Services Administrator shall, in providing such services, conform to, comply with, and be subject to all lawful rules, regulations, orders, and directives adopted by the Board.

7. Employment Status

The Interim Student Services Administrator shall be considered an employee of the Board provided, however, that the Interim Student Services Administrator shall not be entitled to participate in any plans, arrangements, or distributions pertaining to or in connection with any pension benefits, sick leave, or vacation leave, or any other employment benefits provided to other employees of the Board, except for TRS retirement contributions as set forth in paragraph 10 below.

8. Other Benefits

The Interim Student Services Administrator hereby waives and releases any and all claims to employment benefits other than the daily compensation amount set forth in Paragraph 4 above.

9. Tenure

The Interim Student Services Administrator specifically acknowledges and agrees that she is not eligible to acquire tenure in the District by virtue of services rendered under this Agreement, nor shall he be entitled to any notice of dismissal or non-renewal of this Agreement or his employment pursuant to Sections 5/24-11 or 5/24-12 of the *Illinois School Code*. The Interim Student Services Administrator hereby waives and relinquishes any right to acquire tenure in the District and any right to notice of dismissal or non-renewal of this Agreement pursuant to the above-cited statutory provisions.

10. **Withholdings**

The Interim Student Services Administrator specifically understands and agrees that the Board will withhold contributions to the Illinois Teachers' Retirement System (TRS).

11. **Expenses**

The Board of Education shall reimburse the Interim Student Services Administrator for reasonable expenses necessary for the performance of her duties. The Interim Student Services Administrator must submit to the Board President an itemized, signed expense statement showing the amount of actual expenses and attaching receipts to the expense statement. Expense statements shall be submitted to the Board of Education for approval in accordance with the Board's regular procedures for payment of bills.

12. **Termination**

This Agreement may be terminated:

- a. By expiration effective June 30, 2020;
- b. By either party upon ten (10) calendar days' written notice; or
- c. Upon the District's hiring of a permanent Director of Student Services.

13. **Notices**

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

(1) **Board:** Board of Education
Kenilworth School District No. 38
[542 Abbotsford Rd., Kenilworth, IL 60043]

(2) **Interim Student Services Administrator:** _Carrie De La
Cruz_____ [1608 Greendale Ave., Park Ridge, IL 60068]

14. **Miscellaneous**

- a. Except as otherwise provided, no subsequent alteration, amendment, change, or addition to this Agreement shall be binding upon the parties hereto unless reduced to writing and duly authorized and signed by each of them.

- b. This Agreement has been executed in the State of Illinois, and shall be governed in accordance with the laws of the State of Illinois in every respect.
- c. This Agreement contains all the terms agreed upon by the parties with respect to the subject matter of this Agreement and supersedes all prior agreements, arrangements, and communications between the parties, whether oral or written, concerning such subject matter.
- d. If a court having jurisdiction issues a final decision declaring any provision of this Agreement to be unlawful or unenforceable, all other provisions of the Agreement shall remain in force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement this 23 day of July , 2019.

INTERIM STUDENT SERVICES ADMINISTRATOR

BOARD OF EDUCATION OF

**KENILWORTH SCHOOL DISTRICT NO. 38,
COOK COUNTY, ILLINOIS**

 CARRIE DE LA CRUZ

By: _____
President

ATTEST:

Secretary