

CHIEF EDUCATION OFFICER'S EMPLOYMENT AGREEMENT

AGREEMENT made this 3rd day of April, 2018, between the **BOARD OF EDUCATION OF KENILWORTH SCHOOL DISTRICT NO. 38, COOK COUNTY, ILLINOIS**, hereinafter referred to as the "Board," and **LISA LEALI**, hereinafter referred to as the "Chief Education Officer"

WITNESSETH:

A. EMPLOYMENT AND COMPENSATION

1. The Board hereby employs the Chief Education Officer for three (3) years commencing July 1, 2018, and terminating on June 30, 2021, 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 the Chief Education Officer an annual salary of ONE HUNDRED SIXTY-FIVE THOUSAND DOLLARS AND ZERO CENTS (\$165,000.00) for the 2018-2019 contract year, to be paid in equal installments in accordance with the rules of the Board governing payments of other administrative staff members in the District. The Chief Education Officer's annual salary for the 2019-2020 and 2020-2021 contract years will increase by the CPI-U percentage increase for the previous 12-month period effective December 2018 as utilized by the Cook County Assessor's Office for PTELL ("tax cap") purposes. The Chief Education Officer hereby accepts employment upon the terms and conditions hereinafter set forth.
3. In addition to the annual salary stated in paragraph A.2 of this Agreement, the Board shall make a contribution on behalf of the Chief Education Officer to the State of Illinois Teachers' Retirement System ("TRS"), in satisfaction of the Chief Education Officer's entire required (9.00%) retirement contribution to TRS. In addition, the Board shall pay the Chief Education Officer's required contribution to TRS for Teacher Retirees' Health Insurance ("THIS"). It is the intention of the parties to qualify all such payments paid by the Board on the Chief Education Officer's behalf as employer payments pursuant to Section 414(h) of the *Internal Revenue Code of 1986*, as amended. The Chief Education Officer does not have any right or claim to these amounts except as they may become available at the time of retirement or resignation from TRS. Both parties acknowledge that the Chief Education Officer did not have the option of choosing to receive the contributed amounts directly, instead of having such contributions paid by the Board to TRS, and that such contributions are made as a condition of employment to secure the Chief Education Officer's future services, knowledge and experience.
4. Any salary or other modification made during the term of this Agreement shall be in the form of a written amendment and shall become a part of this Agreement, but such adjustment or modification shall not be construed as a new Agreement with the Chief Education Officer, or as an extension of the termination date of this Agreement.
5. During the term of this Agreement, the Chief Education Officer shall hold a valid

and properly registered certificate issued by the State of Illinois Teachers' Certification Board qualifying her to act as a Chief Education Officer for the District.

6. The Chief Education Officer acknowledges that by accepting the terms of this multi-year Chief Education Officer's Employment Agreement, the Chief Education Officer 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. TRANSITION DAYS

The Superintendent shall assign up to five (5) eight-hour days of work between April 4, 2018 and June 30, 2018 for the Chief Education Officer to transition into her new role. During this time period, the Chief Education Officer shall be compensated on a per diem basis. This per diem compensation will be based upon the Chief Education Officer's annual salary for the 2018-2019 contract year.

C. DUTIES

The duties and responsibilities of the Chief Education Officer shall be those duties set forth in the Chief Education Officer's job description, all such other professional duties as may be assigned by the Superintendent, and such other duties as required by applicable Board policies and rules.

The Administrator 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.

D. BENEFITS

1. The Board will provide the Chief Education Officer with the following benefits:
 - a. Full-family health, dental and long-term disability insurance coverage, as provided under the programs effective in the District;
 - b. Term life insurance in the amount of one time their annual salary as provided under the program effective in the District; and
 - c. Liability insurance, as provided to other District administrators, and in accordance with Section 10-20.20 of *The School Code*.
2. The Chief Education Officer shall be entitled to paid vacation of twenty (20) working days per contract year during the term of this Agreement, to be used as mutually agreed upon by the Chief Education Officer and Superintendent. Vacation days must be taken within the contract year in which they are granted. The Chief Education Officer shall also be entitled to all legal school holidays observed by the District. Winter, Spring, and Summer recess periods shall constitute working days unless specifically scheduled and credited toward the vacation days listed above.

3. The Chief Education Officer shall be granted sick leave, as defined in Section 24-6 of *The School Code*, of fifteen (15) working days per contract year during the term of this Agreement. Unused sick days may be accumulated to a maximum of three hundred sixty (360) days. The Chief Education Officer shall not be entitled to payment for any accrued but unused sick leave upon separation of employment from the District for any reason.
4. The Chief Education Officer shall be granted personal leave of three (3) working days per contract year during the term of this Agreement which may also be used as sick leave. Earned, unused personal leave days shall not accumulate and carry over into the next contract year but shall be added to the Chief Education Officer's sick leave accumulation. The Chief Education Officer shall not be entitled to payment for any accrued but unused personal leave upon separation of employment from the District for any reason.
5. The Chief Education Officer shall be reimbursed for District business travel in her personal vehicle at the IRS approved mileage reimbursement rate.
6. The Chief Education Officer shall be reimbursed for participation in professional development courses and activities and up to one thousand and no /100 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 and in writing, by the Superintendent to qualify for reimbursement.
7. The Chief Education Officer shall be allocated a maximum amount of two thousand five hundred and no/100 dollars (\$2,500) per contract year for tuition reimbursement for graduate coursework pre-approved by the Superintendent in writing.

E. TERMINATION

This Agreement may be terminated by:

- a. Mutual agreement of the parties;
 - b. Permanent disability (as defined below);
 - c. Discharge for cause (as defined below);
 - d. Resignation, provided, however, the Chief Education Officer shall provide the Board at least one hundred and twenty days (120) days advance written notice of the resignation; or
 - e. Death.
1. **Permanent Disability**

The Board may terminate this Agreement for reasons of permanent disability or incapacity at any time after the Chief Education Officer 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 Chief Education Officer shall be entitled to a meeting before the Board if she so requests. The Board reserves the right to require the Chief Education Officer to submit to a medical examination, either physical or mental, whenever the Board deems the Chief Education Officer disabled. Such examination shall be performed by a physician licensed to practice medicine in all its branches, who is mutually selected and paid by the Board. The Chief Education Officer 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.

2. **Discharge for Cause**

Discharge for cause shall be for any conduct, act, omission, or failure to act by the Chief Education Officer which is detrimental to the best interests of the District, or for violation of this Agreement. Reasons for discharge for cause shall be given in writing to the Chief Education Officer, who shall be entitled to notice and an opportunity to request a hearing before the Board to discuss such causes. If the Chief Education Officer chooses to be accompanied by legal counsel, she shall bear any costs therein involved. The Board hearing shall be conducted in closed session.

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

The Chief Education Officer acknowledges that pursuant to Section 10-23.8a of *The School Code*, this multi-year Agreement is subject to performance-based goals which are linked to student performance and academic improvement attributable to the responsibilities and duties of the of the Chief Education Officer. The Chief Education Officer's student performance and academic improvement goals for the 2018-2019 contract year will be developed and approved by the Board and incorporated into Appendix A by contract amendment prior to the effective date of this Agreement. The Chief Education Officer's student performance and academic improvement goals for the 2019-2020 and 2020-2021 contract years will be developed and approved by the Board and incorporated into Appendix A by contract amendment prior to July 1 of each respective contract year.

As part of the Chief Education Officer's annual evaluation, the Chief Education Officer and Superintendent shall meet to review the Chief Education Officer's progress towards meeting the student performance and academic improvement goals. The Superintendent will review and assess the Chief Education Officer's overall performance on an annual basis based upon the student performance and academic improvement goals, and any other objectives established by the Board. The Board reserves the right to annually adjust or modify the student performance and academic improvement goals listed herein and to establish other goals and objectives for the Chief Education Officer.

G. **EVALUATION**

The Superintendent, in consultation with the Board of Education, will annually review

and assess the Chief Education Officer's performance by March 1 of each contract year. The Superintendent will prepare a written summative evaluation based upon a review and assessment of the Chief Education Officer's progress towards meeting the student performance and academic improvement goals and the Chief Education Officer's evaluation criteria in accordance with Section 5/24A-15 of *The School Code*.

H. NOTICE

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

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

(2) ***If to the Chief Education Officer:***

Lisa Leali
At the last known address on file with the District.

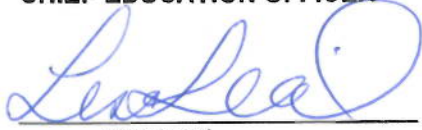
(or at such other address as may be hereinafter furnished by the Chief Education Officer in writing.)

I. 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.

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.

CHIEF EDUCATION OFFICER



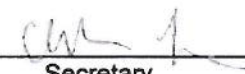
Lisa Leali

Date: 7/1/18

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

By: 
President

ATTEST:

By: 
Secretary

APPENDIX A

**CHIEF EDUCATION OFFICER'S STUDENT PERFORMANCE AND ACADEMIC
IMPROVEMENT GOALS (2018-2019)**

**[Goals to be developed and approved by the Board via contract amendment prior to July
1, 2018]**