PRINCIPAL'S EMPLOYMENT AGREEMENT

AGREEMENT made this 4th day of March, 2020, between the **BOARD OF EDUCATION OF KENILWORTH SCHOOL DISTRICT NO. 38**, COOK COUNTY, ILLINOIS, hereinafter referred to as the "Board," and **STEPHANIE HELFAND**, hereinafter referred to as the "Principal."

W I T N E S S E T H:

A. EMPLOYMENT AND COMPENSATION

1. The Board hereby employs the Principal for three (3) years commencing July 1, 2020, and terminating on June 30, 2023, 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 Principal an annualized salary of ONE HUNDRED FORTY-SEVEN THOUSAND DOLLARS ($147,000) for the 2020-2021 contract year in equal installments in accordance with the rules of the Board governing payments of other administrative staff members in the District. The Principal's annual salary for the 2021-2022 contract year will be determined by the Board after the Superintendent's review of the Principal's performance in accordance with paragraph F, provided that any such annual salary shall not be less than the Principal's 2020-2021 salary. The Principal 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 Principal to the State of Illinois Teachers' Retirement System ("TRS"), in satisfaction of the Principal'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 the Principal's behalf as employer payments pursuant to Section 414(h) of the *Internal Revenue Code of 1986*, as amended. The Principal 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 Principal 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 Principal'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 Principal, or as an extension of the termination date of this Agreement.

5. During the term of this Agreement, the Principal shall hold a valid and properly registered license issued by the State of Illinois Teachers' Licensure Board qualifying her to act as a Principal for the District.

6. The Principal acknowledges that by accepting the terms of the multi-year Principal's Employment Agreement, the Principal 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 Principal shall supervise the operation of The Joseph Sears School as the Board shall determine necessary. The Principal 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 Principal's job description identifying the Principal's essential duties is attached as Appendix A.

2. The Principal shall submit recommendations, as requested, to the Superintendent concerning the appointment, retention, promotion and assignment of all 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 Principal 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 Principal agrees to devote her best efforts to the educational program of the District. The Principal 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 Principal 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 Principal 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 Principal and Superintendent. Vacation days must be taken within the contract year, provided that any earned, unused vacation days may be carried over into the following contract year with the approval of the Board. The Principal 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 Principal 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 Principal 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 Principal 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 Principal's balance of sick leave. The Principal 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 Principal shall be reimbursed for District business travel in her personal vehicle at the IRS approved mileage reimbursement rate.

6. The Principal 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 Principal;

c. Discharge of the Principal for cause (as defined below);

d. Early contract termination without cause (as defined below);

e. Resignation, provided, however, the Principal shall provide the Board at least one hundred and twenty days (120) days advance written notice of the resignation; or

f. Death of the Principal.

2. Permanent Disability

The Board may terminate this Agreement for reasons of permanent disability or incapacity at any time after the Principal 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 Principal shall be entitled to a meeting before the Board if she so requests. The Board reserves the right to require the Principal to submit to a medical examination, either physical or mental, whenever the Board deems the Principal 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 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.

3. Discharge for Cause

Discharge for cause shall be for any conduct, act, or failure to act by the Principal 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 Principal, who shall be entitled to notice and an opportunity to request a hearing before the Board to discuss such causes. If the Principal 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 Principal 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, 2021, and the contract will terminate on June 30, 2021.

E. STUDENT PERFORMANCE AND ACADEMIC IMPROVEMENT GOALS

The Principal 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 Principal. The Principal's student performance and academic improvement goals for the 2020-2021 contract year will be developed and approved by the Board and incorporated into Appendix B by contract amendment prior to July 1, 2020. As part of the Principal's annual evaluation, the Principal and Superintendent shall meet to review the Principal's progress towards meeting the student performance and academic improvement goals. The Superintendent will review and assess the Principal'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 Principal.

F. EVALUATION

The Superintendent will annually review and assess the Principal'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 Principal's progress towards meeting the student performance and academic improvement goals and the Principal'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 Principal 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 Principal***: Dr. Stephanie Helfand
[address]
[address]

(or at such other address as may be hereinafter furnished by the Principal 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 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.

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.

PRINCIPAL

Dr. Stephanie Helfand

Date: 3/4/2020

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

By: _____
President

ATTEST:

By: _____
Secretary

APPENDIX A

[Insert Principal Job Description]

APPENDIX B

PRINCIPAL'S STUDENT PERFORMANCE AND ACADEMIC IMPROVEMENT GOALS (2019-2020)

[Goals to be developed and approved by the Board via contract amendment prior to July 1, 2019]