

## SUPERINTENDENT-CSBO EMPLOYMENT CONTRACT

THIS EMPLOYMENT CONTRACT (the "Contract") made this 9<sup>th</sup> day of February, 2015, between the BOARD OF EDUCATION OF KENILWORTH SCHOOL DISTRICT NO. 38, COOK COUNTY, ILLINOIS, hereinafter referred to as the "Board," and DR. CRYSTAL LEROY, hereinafter referred to as the "Superintendent-CSBO."

### WITNESSETH

#### **A. EMPLOYMENT AND COMPENSATION**

##### **1. Contract Duration and Annual Salary**

The Board hereby employs the Superintendent-CSBO for two (2) years, commencing on July 1, 2015, and terminating on June 30, 2017. The term "CSBO" refers to the title and role of Chief School Business Official pursuant to Section 10-22.23a of *The School Code*. The annual salary shall be ONE HUNDRED EIGHTY-FIVE THOUSAND DOLLARS (\$185,000) for the 2015-2016 contract year and ONE HUNDRED NINETY THOUSAND DOLLARS (\$190,000) for the 2016-2017 contract year, payable in equal installments in accordance with the rules of the Board governing payments of other administrative staff members in the District. The Superintendent-CSBO is eligible for a year-end bonus payment up to a maximum of five percent (5.0%) of her annual salary. This discretionary bonus will be based upon the Board's annual review and evaluation of the Superintendent-CSBO's performance pursuant to paragraph F of this Contract and its assessment of the Superintendent-CSBO's progress towards meeting the annual performance goals set forth in Appendix A.

Upon Board approval and execution of this Contract, the Superintendent-CSBO will receive a one-time FIVE THOUSAND DOLLAR (\$5,000) signing bonus. The Superintendent-CSBO hereby accepts employment upon the terms and conditions hereinafter set forth.

##### **2. TRS and THIS Contributions**

In addition to the annual salary set forth in paragraph A.1 of this Contract, the Board shall make a contribution on behalf of the Superintendent-CSBO to the State of Illinois Teachers' Retirement System (TRS) in satisfaction of the Superintendent-CSBO's required retirement contribution to TRS. In addition, the Board shall pay the Superintendent-CSBO'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 Superintendent-CSBO's behalf as employer payments pursuant to Section 414(h) of the Internal Revenue Code. The Superintendent-CSBO does not have any right or claim to said amounts except as they may become available at the time of retirement or resignation from the State of Illinois Teachers' Retirement System. Both parties acknowledge that the Superintendent-CSBO did 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 Superintendent-CSBO's future services, knowledge, and experience.

**3. Salary Adjustments**

Any salary adjustments or modifications in the Superintendent-CSBO's compensation or fringe benefits made during the term of this Contract shall be in the form of a written amendment and shall become a part of this Contract, but any such adjustment or modification shall not be construed as a new contract with the Superintendent-CSBO or as an extension of the termination date of this Contract.

**4. Certificate**

Throughout the term of this Contract, the Superintendent-CSBO shall hold a valid and current Illinois license endorsed to qualify her to act as Superintendent-CSBO of the School District.

**5. Fitness for Duty Assessment**

The Board may, at its discretion, require the Superintendent-CSBO to undergo a fitness for duty medical examination to assess and determine whether the Superintendent-CSBO is fit to perform the essential functions of her position. The Board shall select the physician for this examination and assessment.

**6. Waiver of Tenure**

The Superintendent-CSBO acknowledges that by accepting the terms of this multi-year Superintendent-CSBO's Employment Contract, the Superintendent-CSBO waives any right to tenure in the School District for the duration of this multi-year Contract pursuant to Section 5/10-23.8 of *The School Code*.

**B. BENEFITS**

**1. Business Expenses**

The Board shall reimburse the Superintendent-CSBO for reasonable monthly expenses incurred in the performance of her duties not to exceed \$500 without prior Board approval. Itemization shall be made by the Superintendent-CSBO of all monthly expenses incurred and receipts shall be submitted to the Board for review and approval.

**2. Insurance Benefits**

The Board will provide the Superintendent-CSBO with the following benefits under the District's insurance plans:

- 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 accordance with the District's life insurance policy employee classifications, as provided under the program effective in the District; and
- c. Liability insurance, as provided to other administrators, and in accordance with Section 10-20.20 of *The School Code*.

### **3. Vacation**

The Superintendent-CSBO shall be entitled to paid vacation of twenty (20) working days per contract year, to be used as mutually agreed upon by the Superintendent-CSBO and Board. Vacation 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 Superintendent-CSBO 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.

### **4. Sick Leave**

The Superintendent-CSBO shall be granted sick leave, as defined in Section 24-6 of *The School Code*, of seventeen (17) working days per contract year. Any accrued, unused sick leave days may be accumulated to a maximum of three hundred sixty(360) days. The Superintendent-CSBO shall not be entitled to payment for any accrued but unused sick leave upon separation of employment from the District for any reason.

### **5. Personal Leave**

The Superintendent-CSBO shall be granted personal leave of five (5) working days per contract year. Any accrued, unused personal leave days shall be added to the Superintendent-CSBO's total accumulated sick leave. The Superintendent-CSBO shall not be entitled to payment for any accrued but unused personal leave upon separation of employment from the District for any reason.

### **6. Professional Meetings/Professional Development Activities/Membership Dues**

The Board shall reimburse the Superintendent-CSBO for the cost (including reasonable travel expenses) of appropriate professional development activities, including participation in conferences, seminars, and workshops, and dues and membership fees to relevant professional organizations. The Superintendent-CSBO shall be encouraged to attend appropriate professional meetings and join appropriate professional organizations. Upon proper substantiation and prior Board approval, such costs of professional development activities and dues and membership fees shall be paid by the Board.

### **7. Tuition Reimbursement**

The Superintendent-CSBO shall be allocated a maximum amount of two thousand, five hundred dollars (\$2,500) per contract year for tuition reimbursement for graduate coursework pre-approved by the Board.

## **C. POWERS AND DUTIES**

### **1. Duties**

The Superintendent-CSBO is the chief administrative officer of the School District. The

Superintendent-CSBO is responsible for the effective operation of the District, general administration of all instructional business or other operations of the District, and for advising and making recommendations to the Board of Education with respect to such activities. The specific job description duties are attached hereto as Appendix B.

**2. Professional Activities**

The Superintendent-CSBO shall devote her efforts to the business of the School District and related professional activities. With the permission of the Board, the Superintendent-CSBO may engage in consultative work, lecturing, writing activities, speaking engagements, and other professional activities. The Superintendent-CSBO may not jeopardize the functioning of the School District by any lengthy and conspicuous absence for such professional activity.

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

The Superintendent-CSBO acknowledges that this multi-year Contract is a performance-based contract which includes the goals and indicators of student performance and academic improvement determined by the Board to measure the performance and effectiveness of the Superintendent-CSBO as mandated under Section 5/10-23.8 of *The School Code*. As part of the Superintendent-CSBO's annual performance evaluation, the parties shall meet to review the Superintendent-CSBO's progress towards attainment of the student performance and academic improvement goals established by the Board. The Superintendent-CSBO's performance goals for the 2015-2016 school year are set forth in Appendix A of this Agreement.

The Board will review and assess the Superintendent-CSBO 's performance based upon the performance goals set forth in Appendix A, and any other evaluation criteria established by the Board. This Contract may be extended at the end of any contract year by mutual agreement of the Board and Superintendent-CSBO if the student performance and academic improvement goals set forth in Appendix A are successfully attained by the Superintendent-CSBO based upon the Board's review and assessment of the Superintendent-CSBO's performance.

**E. TERMINATION**

1. This Employment Contract may be terminated by:
  - (a) Mutual agreement;
  - (b) Permanent disability (as defined below);
  - (c) Discharge for cause (as defined below);
  - (d) Resignation, provided, however, the Superintendent-CSBO shall provide the Board at least six (6) months advance written notice of the resignation; or
  - (e) Death.

**2. Permanent Disability**

The Board may terminate this Contract for reasons of permanent disability or incapacity at any time after the Superintendent-CSBO has exhausted her accumulated sick leave and vacation benefits or 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 the Superintendent-CSBO is permanently disabled or incapacitated. Such examination shall be performed by a physician licensed to practice medicine in all its branches, who is selected and paid by the Board. All obligations of the Board shall cease upon written notice of termination for permanent disability or incapacity, provided that the Superintendent-CSBO shall be entitled to a hearing before the Board if she so requests. The Board reserves the right to require the Superintendent-CSBO to submit to a medical examination, either physical or mental, whenever the Board deems the Superintendent-CSBO disabled. Such examination shall be performed by a physician licensed to practice medicine in all its branches, who is selected and paid by the Board. The physician shall prepare a detailed report of the state of the Superintendent-CSBO's physical and/or mental health and submit it to the Board of Education and the Superintendent-CSBO.

**3. Discharge for Cause**

Discharge for cause shall be for any serious misconduct, act, or failure to act by the Superintendent-CSBO which is materially detrimental to the best interests of the School District or for material breach of this Contract. Reasons for discharge for cause shall be given in writing to the Superintendent-CSBO, who shall be entitled to notice and an opportunity to request a hearing before the Board to discuss such causes. If the Superintendent-CSBO chooses to be accompanied by legal counsel, she shall be responsible for any costs involved. The Board hearing shall be conducted in closed session.

**4. Early Termination**

Should the Superintendent-CSBO's employment be terminated by the Board or the Superintendent-CSBO prior to June 30, 2017, for reasons other than disability or death under Section E.1. above, no further salary, payments, compensation or benefits shall be paid or payable to the Superintendent-CSBO under this Contract after the date of such termination.

**F. EVALUATION**

The Board shall review the Superintendent-CSBO's performance no later than June 30 of each contract year. The performance evaluation shall include, but not be limited to, the Superintendent-CSBO's progress toward the attainment of the student performance and academic improvement goals set forth in Appendix A of the Agreement, administration of personnel, communications with the Board, and other job description duties set forth in the position job description attached as Appendix B, and such other evaluation criteria or performance goals established by the Board. The Board shall provide its appraisal of the Superintendent-CSBO's performance to the Superintendent-CSBO in writing. The Superintendent-CSBO shall be responsible for notifying the Board of the responsibility to

evaluate her no later than the April Board meeting of each year. In addition, the Superintendent-CSBO shall provide the Board with a self-evaluation of performance by the May Board meeting of each year.

**G. NOTICE**

Any notice or communication permitted or required under this Contract shall be in writing and shall become effective on the day of mailing thereof by first class mail, registered, or certified mail, postage prepaid, addressed to:

- (a) If to the Board: Mr. Tim Kollar, School Board President  
542 Abbotsford Road  
Kenilworth, IL 60043
  
- (b) If to the Superintendent-CSBO: Dr. Crystal LeRoy  
6710 N. LaPorte  
Lincolnwood, IL 60712

(or to the last known address of the Superintendent-CSBO contained in the official School business records).

**H. MISCELLANEOUS**

1. This Contract has been executed in the State of Illinois and shall be governed in accordance with the laws of Illinois. If any portion of this Contract is deemed unlawful or unenforceable, the remainder of the Contract shall remain in full force and effect.
2. Paragraph headings and numbers, and page numbers have been inserted for convenience of reference only, and if there is any conflict between such heading or numbers and the text of the Contract, the text shall control.
3. This Contract 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.
4. The Contract contains all the terms agreed upon by the parties with respect to the subject matter of this Contract and supersedes all prior agreements, including the 2014–2017 Business Services (CSBO)/Human Resources Manager’s Employment Agreement, and any other arrangements and communications between the parties concerning such subject matter, whether oral or written.
5. Except as may otherwise be provided herein, no subsequent alteration, amendments, change or addition to this Contract shall be binding upon the parties unless reduced in writing and duly authorized and signed by each of the parties.
6. The Contract shall be binding upon and inure to the benefit of the Superintendent-CSBO, 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 executed this Contract this 9<sup>th</sup> day of February, 2015.

SUPERINTENDENT-CSBO

By:   
Dr. Crystal LeRoy

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

By:   
President

ATTEST:

By:   
Secretary

## APPENDIX A

### SUPERINTENDENT-CSBO'S PERFORMANCE GOALS FOR 2015-2016

The Superintendent-CSBO acknowledges that, pursuant to *The School Code*, Section 10-23.8, this multi-year contract is subject to performance goals. As part of the annual evaluation process set forth in paragraph F of this Agreement, the parties shall meet to review the Superintendent-CSBO's progress towards achievement of the performance goals. The Superintendent-CSBO shall strive to develop and maintain excellent overall financial and administrative management of the District, improve student performance and promote academic improvement at the Joseph Sears School, and recruit, retain and foster an excellent faculty and staff by the following methods, including but not limited to:

- 1) Provide overall administrative and educational leadership to the District to improve student performance and promote academic improvement for all learners.

Indicators: Demonstrates progress towards positive trends in student achievement as evidenced by standardized test data and other measures agreed upon by the Board and the Superintendent-CSBO; demonstrates awareness and implements current research and best practices, responds to external and internal "customer" needs; facilitates development and implementation of long and short term educational goals for the District; organizes and leads a planned program of curriculum evaluation and improvement; plans and oversees staff development to support educational goals.

- 2) Maintain a positive working relationship with the Principal, Director of Student Services and the Board of Education.

Indicators: Will provide adequate and timely meeting materials and background information; assists in development, recommendation and administration of policies; works with the Board to establish District long and short term goals; develops a monthly indicators dashboard; contributes to a climate of teamwork.

- 3) Employ a highly qualified faculty/staff and encourage their professional development.

Indicators: Develops and implements sound personnel practices; provides for the systematic, organized evaluation of all faculty/staff by appropriate supervisors, delegates both responsibility and authority to accountable administrative staff members to ensure their professional development and public recognition, provides faculty/staff recognition for contribution towards goals, recruits and maintains a highly qualified faculty/staff; involves the faculty/staff in strategic planning; fosters team spirit; establishes internal communication systems; plans for staff development; continues to assume the Human Resources Manager role by facilitating all job vacancy postings, as well as updating and completing of job descriptions.

- 4) Maximize resources available for instruction and demonstrate fiscal responsibility in managing the ongoing strategic plan and fiscal operations of the District.

Indicators: Recommends and prepares appropriate budgets to the Board; ensures complete financial controls/audit; obtains an unmodified annual District financial report without any qualifications or a management letter without any identified material concerns; regularly



reports to the Board on District budget/finances; provides adequate data to support budgetary requests; seeks alternative funding sources; develops facility management plans and procedures; supervises facility improvements; works with related school organizations to facilitate fundraising; serves as the Administrative leader for the building renovation development, planning and implementation;

5) Maintain a cooperative relationship with the community.

Indicators: Maintains support and respect of the community on the conduct of District operations; provides appropriate and timely communication on educational issues and demonstrates educational leadership to the community; works collaboratively with other District public bodies (Police, Village, etc.); seeks input from the community; maintains good media relations; is approachable by members of the community while redirecting them to work through day-to-day issues with accountable staff; prepares an annual report to share with the community.

6) Maintain timely and accurate compliance with required administrative, regulatory, and legal obligations.

Indicators: Monitors and ensures District's timely and accurate compliance with required local, state, and federal statutory, administrative, and regulatory requirements, including *Illinois School Code*, TRS, IMRF, ISBE, and PERA; solicits and obtains necessary guidance and/or opinions regarding legal and regulatory compliance issues; provides direction and oversight to ensure timely and comprehensive evaluation of District certified and non-certified staff; advises Board of any legal or regulatory issues which could impact District operations, funding, or financial condition; timely communicates and works effectively with administrative and regulatory officials and District attorneys and consultants to address any administrative, regulatory, or legal issues affecting the District.

Prior to March 31 of each year of this Agreement, the Board and Superintendent-CSBO will reassess the Superintendent-CSBO's performance goals and make appropriate revisions and amendments thereto.