THE WINNETKA PUBLIC SCHOOLS DISTRICT 36

1235 Oak Street • Winnetka, IL 60093
phone 847-446-9400 • fax 847-446-9408
www.winnetka36.org

PRINCIPAL'S EMPLOYMENT CONTRACT

11-Month Employee

2018-2021

AGREEMENT made this __ day of _____, 2018, between the BOARD OF EDUCATION OF WINNETKA DISTRICT #36, COOK COUNTY, ILLINOIS, hereinafter referred to as the "Board," and **ELIZABETH CARMODY** hereinafter referred to as "MS. CARMODY" and hereinafter collectively referred to as the "Parties." Pursuant to Section 10-23.8a of the Illinois *School Code*, the Board hereby finds that MS. CARMODY has met the performance goals set forth pursuant to paragraph D.3 of her 2016-2018 Contract. This Principal's Employment Contract ("Contract") hereby replaces and supersedes any contract of employment currently in effect between the Parties as of the commencement date of this Contract as such date is set forth below in paragraph A.1. As such, the employment contract between the Parties dated April 19, 2016, is hereby terminated as of the commencement date of this Contract.

A. EMPLOYMENT AND COMPENSATION

1. Commencement Date, Term of Employment, and Salary.

The Board hereby employs MS. CARMODY for the period commencing on July 1, 2018, and terminating on June 30, 2021. The term "Contract Year" shall refer to each period under the Contract commencing on July 1 and ending on June 30. In consideration of the compensation set forth herein, MS. CARMODY hereby agrees to devote such time, skill, labor and attention to her employment, during the term of the Contract, except as otherwise provided in this Contract, and to perform faithfully the duties of Principal as specified herein. MS. CARMODY hereby accepts employment upon the terms and conditions hereinafter set forth.

For the 2018-2021 Contract Years, the Board shall pay MS. CARMODY an annual salary of One Hundred Forty-Six Thousand One Hundred Ten Dollars and No Cents (**$146,110.00**).

The annual salary shall be payable in equal installments in accordance with the rules of the Board governing payments of other administrative staff members in the School District. This Contract will consist of 213 work days per Contract Year. Paid work days shall include all days that the teachers are in session and all School District work days in June and August. The 11-month Contract provides the month of July as non-paid, non-work days. The specific work days shall be designated by the Superintendent and the School District's calendar. It is understood by the Parties that the number of work days referenced herein is for per diem calculations only and that the actual number of work days may be more or less depending on the School District's official calendar and the Superintendent.

2. Teacher's Retirement System and Health Insurance Security Fund.

In addition to the annual salary stated in paragraph A.1 of this Contract, the Board shall pay on behalf of MS. CARMODY, three percent (3%) of her required member contributions to the State of Illinois Teachers' Retirement System ("TRS") for 2018-2019 Contract Year, six percent (6%) for the 2019-2020 Contract Year and nine percent (9%) for the 2020-2021 Contract Year. The balance of the required member contribution for MS. CARMODY shall be deducted from MS. CARMODY's salary stated in paragraph

A.1 of this Contract and paid to TRS by the Board. Further, from the annual salary stated in paragraph A.1 of this Contract withholding shall be made for payment by the Board on behalf of MS. CARMODY for her required member contributions to the Teacher Health Insurance Security Fund ("THIS").

MS. CARMODY shall not have any right or claim to said amounts contributed by the Board on her behalf, except as they may become available at the time of retirement or resignation from the TRS and the THIS. Both Parties acknowledge that MS. CARMODY did not have the option of choosing to receive the contributed amounts directly, instead of having such contributions paid by the Board to the TRS and THIS Fund, and further acknowledge that such contributions are made as a condition of employment to secure MS. CARMODY's future services, knowledge and experience.

3. **Creditable Earnings.** The Parties hereby agree that the Board makes no representations regarding the creditable earnings status with respect to any compensation received by MS. CARMODY pursuant to the terms of this Contract. Any and all determinations regarding creditable earnings, creditable service and related TRS issues shall be made by TRS and, where applicable, a court of competent jurisdiction.

B. CONDITIONS OF EMPLOYMENT

1. **Professional Educator License.**
During the term of this Contract, MS. CARMODY shall hold a valid and properly registered license issued by the Illinois State Educator Preparation and Licensure Board qualifying her to act as a Principal in the School District.

2. **Employment Representations.**
MS. CARMODY represents that she is not under contract with any other school district for any portion of the term covered by this Contract. MS. CARMODY represents that all information provided to the School District in the process of application for employment was true and complete.

3. **Waiver of Tenure.**
MS. CARMODY acknowledges that, pursuant to Section 10-23.8a of the Illinois *School Code*, she waives any right to tenure in the School District by virtue of entering into this multi-year contract and any multi-year extension thereof.

4. **Medical Examination.** MS. CARMODY shall submit, at Board expense, to a physical or mental examination by a physician licensed in Illinois to practice medicine and surgery in all its branches whenever the Board deems such examination necessary and in accordance with applicable law. As a condition of employment, MS. CARMODY also agrees to comply with all health requirements established by law.

C. BENEFITS

1. **Cash Benefit.**
MS. CARMODY will receive a cash benefit Board stipend in the amount of Thirty Thousand Dollars and No Cents ($30,000.00) each Contract Year, which may, but does not have to be used to purchase insurance benefits.

If, at any time during the term of this Contract, the Board's payment above is or could be deemed to constitute a discriminatory or otherwise impermissible benefit under law or regulation or other official guidance subjecting the Board or MS. CARMODY to potential penalties, fees, civil fines, employee benefit plan failures, or increased tax payments, then the Board may, in its discretion, determine to decrease such payment and make a corresponding increase in another form of MS. CARMODY'S compensation to offset the cash value of the reduction in such payment.

The Board's action to increase or otherwise change MS. CARMODY'S cash benefit stipend amount pursuant to this paragraph shall be in implementation of this provision of this Contract and shall not constitute or require an amendment to this Contract.

2. Sick Leave.

MS. CARMODY shall be granted sick leave, as defined in Section 24-6 of the *School Code*, of fifteen (15) working days per Contract Year, which may be accumulated without limitation.

3. Personal Days.

MS. CARMODY shall be granted three (3) personal days with full pay each Contract Year. MS. CARMODY may accumulate up to five (5) personal days, beyond that, unused personal days shall accumulate as sick leave.

4. Tuition Reimbursement.

MS. CARMODY , with approval of the Superintendent, shall be entitled to receive tuition reimbursement from the Board toward completion of an approved and accredited doctoral program or related coursework in which MS. CARMODY enrolls as follows: Reimbursement shall not exceed 50% per credit hour for State College or University and 30% for Private College or University for the courses needed to complete the aforementioned program or coursework, and shall be reimbursed upon submission of proof of having successfully completed each course. If MS. CARMODY leaves the employment of the Board by her request within twelve (12) months or less following completion of the program, 100% of the reimbursement must be repaid. If MS. CARMODY leaves more than twelve (12) months, but not more than twenty-four (24) months after completion of a doctoral program, 66% of those reimbursements must be repaid. If MS. CARMODY leaves the School District by her request before completing a doctoral program, she must repay 50% of total tuition reimbursement. Nothing in this paragraph shall act to extend the term of this Contract beyond its stated termination date in paragraph A.1.

5. Retirement.

In addition to the annual salary stated in paragraph A.1 of this Contract, the Board shall make a non-elective employer contribution in the amount of Three Thousand Dollars and No Cents ($3,000.00) each Contract Year toward an annuity policy or custodial account for MS. CARMODY as described in Section 403(b) of the *Internal Revenue Code*, in accordance with the Board's 403(b) Plan, provided and to the extent that the Board maintains a 403(b) Plan that allows for non-elective employer contributions and provided MS. CARMODY confirms that any such non-elective contribution is within *Internal Revenue Code* limitations. MS. CARMODY shall not have the option to receive this contribution in cash.

After ten (10) years of service in School District 36, and at time of retirement as an Administrator, MS. CARMODY will also receive:

a. Post retirement payment of One Thousand Dollars and No Cents ($1,000.00) per Contract Year of administrative service to the School District, non-creditable to TRS based on starting date in School District 36. It is understood that MS. CARMODY'S receipt of this benefit is subject to her fulfillment of the requirements of the Board's procedure for awarding this benefit.

b. Post retirement insurance stipend of One Thousand Five Hundred Dollars and No Cents ($1,500.00) per year paid directly to TRS for MS. CARMODY'S participation in TRIP until she becomes eligible for Medicare. It is understood that MS. CARMODY'S receipt of this benefit is subject to her fulfillment of the requirements of the Board's procedure for awarding this benefit. At any time following MS. CARMODY'S retirement prior to her becoming eligible for Medicare, should such payment to TRS for TRIP become impossible, the Board shall discontinue payment to the health insurance program offered by TRS and provide MS. CARMODY with the monetary equivalent of what the Board would have paid for MS. CARMODY for TRIP under this paragraph (as limited by her becoming eligible for Medicare) for her use toward an alternative health insurance program as purchased by MS. CARMODY. Any premium payment required for TRIP or the alternative health insurance selected by MS. CARMODY in excess of the annual benefit described herein, shall be paid by MS. CARMODY.

If, at any time during the term of this Contract or any time following the term of this Contract during which benefits pursuant to this Contract are paid, the Board's payment above is deemed to constitute a discriminatory or otherwise impermissible benefit under law or regulation or other official guidance subjecting the Board or MS. CARMODY to potential penalties, fees, excise taxes, civil fines, employee benefit plan failures or increased tax payments, then the Board may, in its discretion, determine to decrease such payment and make a corresponding increase in another form of compensation to offset the cash value of the reduction in such insurance benefit.

D. POWERS, DUTIES, PERFORMANCE GOALS AND EVALUATION

1. Responsibilities and Duties.

MS. CARMODY shall supervise the operation of attendance centers as the Board shall determine necessary and shall have as her primary responsibility the improvement of instruction. MS. CARMODY shall also assume administrative responsibilities and instructional leadership, under the supervision and direction of the Superintendent 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 her assigned attendance area.

MS. CARMODY shall submit recommendations, as requested, to the Superintendent concerning the appointment, retention, promotion, and assignment of all personnel assigned to her attendance centers and shall keep such other registers, records, and reports as may be directed by the Superintendent and the Board or required by law. MS. CARMODY shall be responsible for all obligations contained in the official job description for School District Principals, including the discipline of students in accordance with the requirements of the *School Code* and Board policy.

MS. CARMODY shall be responsible for, and deemed to have knowledge of, all of the policies, rules and regulations established by the Board as well as all provisions of the *School Code* and all other relevant local, state, and federal laws and shall comply with their requirements.

2. Extent of Service.

MS. CARMODY shall devote her entire time, attention, and energy to the business of the School District and related professional activities. With the permission of the Superintendent, MS. CARMODY may attend university courses, seminars, or other professional growth activities; serve as a consultant to another district or educational agency for a short-term duration without loss of salary; lecture, and engage in writing activities and speaking engagements. MS. CARMODY may not jeopardize the functioning of the School District by any lengthy or conspicuous absence for such professional activities.

3. Performance Goals and Indicators.

In accordance with the requirements of Section 10-23.8a of the *School Code*, the Parties agree that MS. CARMODY'S performance goals and indicators for improving student performance listed herein shall be used by the Board to measure MS. CARMODY'S performance and effectiveness.

The Superintendent shall determine whether MS. CARMODY has met the performance goals referenced herein by using criteria and indicators described in the goals themselves, as well as the Superintendent's own judgment, as to whether MS. CARMODY has exhibited the leadership, guidance, and effort needed to achieve the goals. The Superintendent shall make this determination after an evaluation of MS. CARMODY.

Goal 1. To earn a designation of "Proficient" or better on the Illinois Performance Standards for School Leaders, which comprises **70%** of the annual summative evaluation ratings.

Goal 2. To increase the academic performance of the School District, as measured by an overall increase in Student Performance indicators, in aggregate, based on targets to be established and written in the Administrator Goal-Setting Conference which comprises **30%** of the annual summative evaluation rating.

4. Evaluation.

During the term of this Contract, MS. CARMODY shall be evaluated by the Superintendent or her designee by March 1 of each Contract Year. The evaluation shall be in writing and shall be completed in accordance with Section 5/24A-15 of the *School Code*. One copy of each evaluation shall be included in MS. CARMODY'S personnel file and one copy shall be provided to MS. CARMODY. The Superintendent or her designee will report to the Board the results of the evaluation process.

MS. CARMODY's progress toward and attainment of the performance goals set forth in paragraph D.3 of this Contract will also be assessed. After such evaluation, the Parties may schedule a meeting to review the evaluation and determine, if necessary, the terms and conditions of, and the performance goals for, the continued future employment of MS. CARMODY.

E. RENEWAL, EXTENSION, TERMINATION, RECLASSIFICATION AND TRANSFER

1. Renewal.
After January 1 of the Contract Year in which this Contract expires, the Board and MS. CARMODY may mutually agree to renew the employment of MS. CARMODY. In such event, the Board shall take specific action to enter into a new contract of employment with MS. CARMODY.

2. Non-Renewal.
In the event the Board determines not to renew or extend the employment of MS. CARMODY, this Contract shall expire on June 30, 2021. MS. CARMODY shall receive notice of intent not to renew her employment in accordance with any applicable requirements of the *School Code*.

3. Extension.
Prior to the end of any year of the Contract, the Board and MS. CARMODY may mutually agree to extend the employment of MS. CARMODY for a single or multi-year period, not to exceed the maximum permitted by law, and provided that the performance goals and indicators set forth in this Contract have been met. In such event the Board shall take specific action to discontinue this Contract and enter into a new single or multi-year contract.

4. Amendment.
Any salary or other adjustment or modification made during the life of this Contract shall be in the form of a written amendment and shall become a part of this Contact, but such adjustment or modification shall not be construed as a new contract with MS. CARMODY or as an extension of the termination date of this Contract.

5. Grounds for Termination.
This employment contract may be terminated at any time during its term by:

a. Receipt of an annual summative evaluation rating of "Needs Improvement" or "Unsatisfactory;"

b. Mutual agreement;

c. Permanent disability (inability to perform essential job functions with or without accommodation);

d. Death;

e. Other specified reason; or

f. Cause.
Discharge for cause during the term of this Contract shall be for any conduct, act, or failure to act by MS. CARMODY, which, in the discretion of the Board, is deemed detrimental to the best interests of the School District. Reasons for discharge for cause shall be given in writing to MS. CARMODY, who shall be entitled to notice and a hearing before the Board to discuss such causes. If MS. CARMODY chooses to be accompanied by legal counsel, she shall bear any costs therein involved. The Board hearing shall be conducted in executive session.

4. Reclassification. Any reclassification at the end of the term of this Contract shall be in accordance with applicable laws.

5. **Transfer.** During the term of this Contract, MS. CARMODY may be transferred to another position in the School District if it is in the best interests of the School District as determined by the Board in its sole discretion and MS. CARMODY'S salary and benefits provided under this Contract are not reduced.

F. NOTICE / MISCELLANEOUS

1. Any notice required to be given under this Contract shall be deemed sufficient if it is in writing and sent by mail to the last known residence of the MS. CARMODY or the President of the Board at the administrative office of the School District, as the case may be.

2. This Contract has been executed in Illinois and shall be governed in accordance with the State of Illinois in every respect.

3. Paragraph headings and numbers have been inserted for convenience of reference only and, if there shall be any conflict between such headings or numbers and the text of this Contract, the text shall control.

4. 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.

5. This Contract contains all the terms agreed upon by the Parties with respect to the subject matter of this Contract and supersedes all prior agreements, arrangements, and communications between the Parties concerning such subject matter, whether oral or written.

6. This Contract shall inure to the benefit of and be binding upon the Board and its successors and assigns.

7. The Board retains the right to repeal, change or modify any policies or regulation which it has adopted or may hereafter adopt, subject however to restrictions contained in the *School Code* and other applicable law.

8. Both Parties have had the opportunity to seek the advice of counsel.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the Parties have executed this Agreement this ___ day of ____, 2018, upon formal approval by the Board at a duly convened meeting held this same date.

ELIZABETH CARMODY
Principal

_____

(signature)

BOARD OF EDUCATION
WINNETKA DISTRICT NO.36
COOK COUNTY, ILLINOIS

By: _____

President

ATTEST:

_____

Secretary

494719_1.DOCX
497089_1.DOCX

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PRINCIPAL'S EMPLOYMENT CONTRACT

11-Month Employee

2018-2021

AGREEMENT made this ____ day of _____, 2018, between the BOARD OF EDUCATION OF WINNETKA DISTRICT #36, COOK COUNTY, ILLINOIS hereafter referred to as the "Board," and **DAVID KANNE**, hereafter referred to as the "Mr. Kanne" and hereafter collectively referred to as the "Parties." Pursuant to Section 10-23.8a of the Illinois *School Code*, the Board hereby finds that Mr. Kanne has met the performance goals set forth pursuant to paragraph D.3 of his 2015-2018 Contract. This Principal's Employment Contract ("Contract") hereby replaces and supersedes any contract of employment currently in effect between the Parties as of the commencement date of this Contract as such date is set forth below in paragraph A.1. As such, the employment contract between the Parties dated April 28, 2015, is hereby terminated as of the commencement date of this Contract.

A. EMPLOYMENT AND COMPENSATION

1. Commencement Date, Term of Employment, and Salary.

The Board hereby employs Mr. Kanne as a Principal for the period commencing on July 1, 2018, and terminating on June 30, 2021. The term "Contract Year" shall refer to each period under this Contract commencing on July 1 and ending on June 30. In consideration of the compensation set forth herein, Mr. Kanne hereby agrees to devote such time, skill, labor and attention to his employment, during the term of this Contract, except as otherwise provided in this Contract, and to perform faithfully the duties of Principal as specified herein. Mr. Kanne hereby accepts employment upon the terms and conditions hereafter set forth.

For the 2018-2021 Contract Years, the Board shall pay Mr. Kanne an annual salary of One Hundred Sixty-Eight Thousand One Hundred Seventy-Eight Dollars and No Cents ($**168,178.00**).

The annual salary shall be payable in equal installments in accordance with the rules of the Board governing payments of other administrative staff members in the School District. This Contract will consist of 213 work days per Contract Year. Paid work days shall include all days that the teachers are in session and all School District work days in June and August. The 11-month Contract provides the month of July as non-paid, non-work days. The specific work days shall be designated by the Superintendent and the School District's calendar. It is understood by the Parties that the number of work days referenced herein is for per diem calculations only and that the actual number of work days may be more or less depending on the School District's official calendar and the Superintendent.

2. **Teacher's Retirement System and Health Insurance Security Fund.**
In addition to the annual salary stated in paragraph A.1 of this Contract, the Board shall pay on behalf of Mr. Kanne, three percent (3%) of his required member contributions to the State of Illinois Teachers' Retirement System ("TRS") for the 2018-2019 Contract Year, six percent (6%) for the 2019-2020 Contract Year, and nine percent (9%) for the 2020-2021 Contract Year. The balance of the required member contribution for Mr. Kanne shall be deducted from Mr. Kanne's salary stated in paragraph A.1 of this Contract and paid to TRS by the Board. Further, from the annual salary stated in paragraph A.1 of this Contract withholding shall be made for payment by the Board on behalf of Mr. Kanne for his required member contributions to the Teacher Health Insurance Security Fund ("THIS").

Mr. Kanne shall not have any right or claim to said amounts contributed by the Board on his behalf, except as they may become available at the time of retirement or resignation from the TRS and the THIS. Both Parties acknowledge that Mr. Kanne did not have the option of choosing to receive the contributed amounts directly, instead of having such contributions paid by the Board to the TRS and THIS Fund, and further acknowledge that such contributions are made as a condition of employment to secure Mr. Kanne's future services, knowledge and experience.

3. **Creditable Earnings.** The Parties hereby agree that the Board makes no representations regarding the creditable earnings status with respect to any compensation received by Mr. Kanne pursuant to the terms of this Contract. Any and all determinations regarding creditable earnings, creditable service and related TRS issues shall be made by TRS and, where applicable, a court of competent jurisdiction.

B. CONDITIONS OF EMPLOYMENT

1. **Professional Educator License.**
During the term of this Contract, Mr. Kanne shall hold a valid and properly registered professional educator license with necessary endorsements issued by the Illinois State Educator Preparation and Licensure Board qualifying him to act as a Principal in the School District in accordance with the terms of this Contract.

2. **Employment Representations.**
Mr. Kanne represents that he is not under contract with any other school district for any portion of the term covered by this Contract. Mr. Kanne represents that all information provided to the School District in the process of application for employment was true and complete.

3. **Waiver of Tenure.**
Mr. Kanne acknowledges that, pursuant to Section 10-23.8a of the *Illinois School Code*, he waives any right to tenure in the School District by virtue of entering into this multi-year contract and any multi-year extension thereof.

4. Medical Examination.

Mr. Kanne shall submit, at Board expense, to a physical or mental examination by a physician licensed in Illinois to practice medicine and surgery in all its branches whenever the Board deems such examination necessary and in accordance with applicable law. As a condition of employment, Mr. Kanne also agrees to comply with all health requirements established by law

C. BENEFITS

1. Cash Benefit.

Mr. Kanne will receive a cash benefit stipend in the amount of Thirty Thousand Dollars and No Cents ($30,000) each Contract Year, which may, but is not required to be used to purchase insurance benefits.

If, at any time during the term of this Contract, the Board's payment above is deemed to constitute a discriminatory or otherwise impermissible benefit under law or regulation or other official guidance subjecting the Board or Mr. Kanne to potential penalties, fees, civil fines, employee benefit plan failures or increased tax payments, then the Board may, in its discretion, determine to decrease such payment and make a corresponding increase in another form of Mr. Kanne's compensation to offset the cash value of the reduction in such payment.

The Board's action to increase or otherwise change Mr. Kanne's cash benefit stipend amount pursuant to this paragraph shall not constitute or require an amendment to this Contract.

2. Sick Leave.

Mr. Kanne shall be granted sick leave, as defined in Section 24-6 of the *School Code*, of fifteen (15) working days per Contract Year, which may be accumulated without limitation.

3. Personal Days.

Mr. Kanne shall be granted three (3) personal days with full pay each Contract Year. Mr. Kanne may accumulate up to five (5) personal days; beyond that, unused personal days shall accumulate as sick leave.

4. Tuition Reimbursement.

Mr. Kanne, with approval of the Superintendent, shall be entitled to receive tuition reimbursement from the Board toward completion of an approved and accredited doctoral program or related coursework in which Mr. Kanne enrolls as follows: reimbursement shall not exceed 50% per credit hour for State College or University and 30% for Private College or University for the courses needed to complete the aforementioned program, and shall be made upon submission of proof of Mr. Kanne having successfully completed each course. If Mr. Kanne leaves the employment of the Board by his request within twelve (12) months or less following completion of the doctoral program, 100% of the reimbursement must be repaid. If Mr. Kanne leaves more than twelve (12) months, but

not more than twenty-four (24) months after completion of a doctoral program, 66% of those reimbursements must be repaid. If Mr. Kanne leaves the School District by his request before completing a doctoral program, he must repay 50% of total tuition reimbursement. Nothing in this paragraph shall act to extend the term of this Contract beyond its stated termination date in paragraph A.1.

5. Retirement.

In addition to the annual salary stated in paragraph A.1 of this Contract, the Board shall make a non-elective employer contribution in the amount of Three Thousand Dollars and No Cents ($3,000.00) each Contract Year toward an annuity policy or custodial account for Mr. Kanne as described in Section 403(b) of the *Internal Revenue Code*, in accordance with the Board's 403(b) Plan, provided and to the extent that the Board maintains a 403(b) Plan that allows for non-elective employer contributions and provided Mr. Kanne confirms that any such non-elective contribution is within *Internal Revenue Code* limitations. Mr. Kanne shall not have the option to receive this contribution in cash.

After ten (10) years of service in School District 36, and at time of retirement as an Administrator, Mr. Kanne will also receive:

a. Post retirement payment of One Thousand Dollars and No Cents ($1,000.00) per Contract Year of administrative service to the School District, non-creditable to TRS based on starting date in School District 36. It is understood that Mr. Kanne's receipt of this benefit is subject to his fulfillment of the requirements of the Board's procedure for awarding this benefit.

   Post retirement insurance stipend of One Thousand Five Hundred Dollars and No Cents ($1,500.00) per year paid directly to TRS for Mr. Kanne's participation in TRIP until he is eligible for Medicare. It is understood that Mr. Kanne's receipt of this benefit is subject to his fulfillment of the requirements of the Board's procedure for awarding this benefit. At any time following Mr. Kanne's retirement prior to his becoming eligible for Medicare, should such payment to TRS for TRIP become impossible, the Board shall discontinue payment to the health insurance program offered by TRS and provide the monetary equivalent to what the Board would have paid for Mr. Kanne for TRIP under this paragraph (as limited by his becoming eligible for Medicare) for his use toward an alternative health insurance program as purchased by Mr. Kanne. Any premium payment for TRIP or the alternative health insurance selected by Mr. Kanne in excess of the monetary equivalent as described above, shall be paid by Mr. Kanne.

   If, at any time during the term of this Contract or any time following the term of this Contract during which benefits pursuant to this Contract are paid, the Board's payment above is deemed to constitute a discriminatory or otherwise impermissible benefit under law or regulation or other official guidance subjecting the Board or Mr. Kanne to potential penalties, fees, excise taxes, civil fines, employee benefit plan failures or increased tax payments, then the Board may, in its discretion, determine to decrease such payment and make a

corresponding increase in another form of compensation to offset the cash value of the reduction in such insurance benefit.

D. POWERS, DUTIES, PERFORMANCE GOALS AND EVALUATION

1. Responsibilities and Duties.

Mr. Kanne, as directed in his job description, shall assist the Superintendent in the administrative operation and management of the School District. Mr. Kanne shall also assume any additional administrative responsibilities and duties as may be assigned, under the supervision and direction of the Superintendent 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 District.

Mr. Kanne shall supervise the operation of attendance centers as the Board shall determine necessary and shall have as his primary responsibility the improvement of instruction. Mr. Kanne shall also assume administrative responsibilities and instructional leadership, under the supervision and direction of the Superintendent 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 his assigned attendance area.

Mr. Kanne shall submit recommendations, as requested, to the Superintendent concerning the appointment, retention, promotion, and assignment of all personnel assigned to his attendance center and shall keep such other registers, records, and reports as may be directed by the Superintendent and the Board or required by law. Mr. Kanne shall be responsible for all obligations contained in the official job description for School District Principals, including the discipline of students in accordance with the requirements of the *School Code* and Board policy.

Mr. Kanne shall be responsible for, and deemed to have knowledge of, all of the policies, rules and regulations established by the Board as well as all provisions of the *School Code* and all other relevant local, state, and federal laws and shall comply with their requirements.

2. Extent of Service.

Mr. Kanne shall devote his entire time, attention, and energy to the business of the School District and related professional activities. With the permission of the Superintendent, Mr. Kanne may attend university courses, seminars, or other professional growth activities; serve as a consultant to another district or educational agency for a short-term duration without loss of salary; lecture, and engage in writing activities and speaking engagements. Mr. Kanne may not jeopardize the functioning of the School District by any lengthy or conspicuous absence for such professional activities.

3. Performance Goals and Indicators.

In accordance with the requirements of Section 10-23.8a of the *School Code*, the Parties agree that Mr. Kanne's performance goals and indicators for improving student

performance shall be used by the Board to measure Mr. Kanne's performance and effectiveness.

The Superintendent shall determine whether Mr. Kanne has met the performance goals referenced herein by using criteria and indicators described in the goals themselves, as well as the Superintendent's own judgment, as to whether Mr. Kanne has exhibited the leadership, guidance, and effort needed to achieve the goals. The Superintendent shall make this determination after an evaluation of Mr. Kanne.

Goal 1. To earn a designation of "Proficient" or better on the Illinois Performance Standards for School Leaders, which comprises **70%** of the annual summative evaluation ratings.

Goal 2. To increase the academic performance of the School District, as measured by an overall increase in Student Performance indicators, in aggregate, based on targets to be established and written in the Administrator Goal-Setting Conference which comprises **30%** of the annual summative evaluation rating.

4. Evaluation.

During the term of this Contract, Mr. Kanne shall be evaluated by the Superintendent or her designee by March 1 of each Contract Year. The evaluation shall be in writing and shall be completed in accordance with Section 5/24A-15 of the *School Code*. One copy of each evaluation shall be included in Mr. Kanne's personnel file and one copy shall be provided to Mr. Kanne. The Superintendent or her designee will report to the Board the results of the evaluation process.

E. RENEWAL, EXTENSION, TERMINATION, RECLASSIFICATION AND TRANSFER

1. Renewal.

After January 1 of the Contract Year in which this Contract expires, the Board and Mr. Kanne may mutually agree to renew the employment of Mr. Kanne. In such event, the Board shall take specific action to enter into a new contract of employment with Mr. Kanne.

2. Non-Renewal.

In the event the Board determines not to renew the employment of Mr. Kanne, this Contract shall expire on June 30, 2021. Mr. Kanne shall receive notice of intent not to renew his employment in accordance with any applicable requirements of the *School Code*.

3. Extension.

Prior to January 1 of the Contract Year in which this Contract expires, the Board and Mr. Kanne may mutually agree to extend the employment of Mr. Kanne for a single or multi-year period, not to exceed the maximum permitted by law, and provided that the performance goals and indicators set forth in this Contract have been met. In such event

the Board shall take specific action to discontinue this Contract and enter into a new single or multi-year contract.

4. **Grounds for Termination.**
This employment Contract may be terminated at any time during its term by:

a. Receipt of an annual summative evaluation rating of "Needs Improvement" or "Unsatisfactory;"

b. Mutual agreement;

c. Permanent disability (inability to perform essential job functions with or without accommodation);

d. Death;

e. Other specified reason; or

f. Cause.
Discharge for cause during the term of this Contract shall be for any conduct, act, or failure to act by Mr. Kanne, which, in the discretion of the Board, is deemed detrimental to the best interests of the School District. Reasons for discharge for cause shall be given in writing to Mr. Kanne, who shall be entitled to notice and a hearing before the Board to discuss such causes. If Mr. Kanne chooses to be accompanied by legal counsel, he shall bear any costs therein involved. The Board hearing shall be conducted in executive session.

4. **Reclassification.** Any reclassification at the end of the term of this Contract shall be in accordance with applicable laws.

5. **Transfer.** During the term of this Contract, Mr. Kanne may be transferred to another position in the School District if it is in the best interests of the School District as determined by the Board in its sole discretion and Mr. Kanne's salary and benefits provided under this Contract are not reduced.

F. NOTICE / MISCELLANEOUS

1. Any notice required to be given under this Contract shall be deemed sufficient if it is in writing and sent by mail to the last known residence of Mr. Kanne or the President of the Board at the administrative office of the School District, as the case may be.

2. This Contract has been executed in Illinois and shall be governed in accordance with the State of Illinois in every respect.

3. Paragraph headings and numbers have been inserted for convenience of reference only and, if there shall be any conflict between such headings or numbers and the text of this Contract, the text shall control.

4. 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.

5. This Contract contains all the terms agreed upon by the Parties with respect to the subject matter of this Contract and supersedes all prior agreements, arrangements, and communications between the Parties concerning such subject matter, whether oral or written.

6. This Contract shall inure to the benefit of and be binding upon the Board and its successors and assigns.

7. The Board retains the right to repeal, change or modify any policies or regulation which it has adopted or may hereafter adopt, subject however to restrictions contained in the *School Code* and other applicable law.

8. Both Parties have had the opportunity to seek the advice of counsel.

IN WITNESS WHEREOF, the Parties have executed this Agreement this ____ day of _____, 2018, upon formal approval by the Board at a duly convened meeting held this same date.

DAVID KANNE
Principal

_____

(signature)

BOARD OF EDUCATION
WINNETKA DISTRICT NO.36
COOK COUNTY, ILLINOIS

By: _____

President

ATTEST:

_____

Secretary

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497091_1.DOCX

THE WINNETKA PUBLIC SCHOOLS DISTRICT 36

1235 Oak Street • Winnetka, IL 60093
phone 847-446-9400 • fax 847-446-9408
www.winnetka36.org

DIRECTOR OF STUDENT SERVICES EMPLOYMENT CONTRACT

12-Month Employee

(2018 - 2019)

AGREEMENT made this ___ day of _____, 2018, between the SCHOOL BOARD OF THE WINNETKA PUBLIC SCHOOLS DISTRICT #36, COOK COUNTY, ILLINOIS, hereinafter referred to as the "Board," and **ELIZABETH MARTIN** hereinafter referred to as "Ms. Martin" and hereinafter collectively referred to as the "Parties." Pursuant to Section 10-23.8a of the Illinois *School Code*, the Board hereby finds that Ms. Martin has met the performance goals set forth pursuant to paragraph D.3 of her 2017-2019 Contract. This Director of Student Services' Employment Contract ("Contract") hereby replaces and supersedes any contract of employment currently in effect between the Parties as of the commencement date of this Contract as such date is set forth below in paragraph A.1. As such, the employment contract between the Parties dated April 25, 2017, is hereby terminated as of the commencement date of this Contract.

A. EMPLOYMENT AND COMPENSATION

1. Commencement Date, Term of Employment, and Salary.

The Board hereby employs Ms. Martin as the Director of Student Services for a one-year period, commencing on July 1, 2018, and terminating on June 30, 2019. The term "Contract Year" shall refer to the period under this Contract commencing on July 1 and ending on June 30. In consideration of the compensation set forth herein, Ms. Martin hereby agrees to devote such time, skill, labor and attention to her employment, during the term of this Contract, except as otherwise provided in this Contract, and to perform faithfully the duties of Director of Student Services as specified herein. Ms. Martin hereby accepts employment upon the terms and conditions hereinafter set forth.

For the 2018-2019 Contract Year, the Board shall pay Ms. Martin an annual base salary of One Hundred Fifty-Nine Thousand Nine Hundred Eighty-Three Dollars and No Cents **($159,983.00**).

The salary under this paragraph shall be payable in equal installments in accordance with the rules of the Board governing payments of other administrative staff members in the School District.

2. Teacher's Retirement System and Health Insurance Security Fund.

In addition to the annual salary stated in paragraph A.1 of this Contract, the Board shall pay on behalf of Ms. Martin, three percent (3%) of her required member contributions to the State of Illinois Teachers' Retirement System ("TRS"). The balance of the required member contribution (currently 6% (calculated by subtracting 3% from 9%)) for Ms. Martin shall be deducted from Ms. Martin's salary stated in paragraph A.1 of this Contract and paid to TRS by the Board. Further, from the annual salary stated in paragraph A.1 of this Contract withholding shall be made for payment by the Board on behalf of Ms. Martin for

her required member contributions to the Teacher Health Insurance Security Fund ("THIS").

Ms. Martin shall not have any right or claim to said amounts contributed by the Board on her behalf, except as they may become available at the time of retirement or resignation from the TRS and the THIS. Both Parties acknowledge that Ms. Martin did not have the option of choosing to receive the contributed amounts directly, instead of having such contributions paid by the Board to the TRS and THIS Fund, and further acknowledge that such contributions are made as a condition of employment to secure Ms. Martin's future services, knowledge and experience.

3. **Creditable Earnings.** The Parties hereby agree that the Board makes no representations regarding the creditable earnings status with respect to any compensation received by Ms. Martin pursuant to the terms of this Contract. Any and all determinations regarding creditable earnings, creditable service and related TRS issues shall be made by TRS and, where applicable, a court of competent jurisdiction.

B. CONDITIONS OF EMPLOYMENT

1. **Professional Educator Licensure.**
During the term of this Contract, Ms. Martin shall hold a valid and properly registered professional educator license, issued by the Illinois State Educator Preparation and Licensure Board, with the appropriate endorsement, qualifying her to act as a Director of Student Services in the School District.

2. **Employment Representations.**
Ms. Martin represents that she is not under contract with any other school district for any portion of the term covered by this Contract. Ms. Martin represents that all information provided to the School District in the process of application for employment was true and complete.

3. **Medical Examination.** Ms. Martin shall submit, at Board expense, to a physical or mental examination by a physician licensed in Illinois to practice medicine and surgery in all its branches whenever the Board deems such examination necessary and in accordance with applicable law. As a condition of employment, Ms. Martin also agrees to comply with all health requirements established by law.

4. **Compliance with Law.**
Ms. Martin shall comply with all rules, regulations and orders of the Board and all provisions of the *School Code* and all other relevant local, state, and federal laws and statutes.

C. BENEFITS

1. Cash Benefit.

Ms. Martin shall receive a cash benefit stipend in the amount of Thirty Thousand Dollars and No Cents ($30,000.00) during the Contract Year, which may, but does not have to be used to purchase insurance benefits.

If, at any time during the term of this Contract, the Board's payment above is deemed to constitute a discriminatory or otherwise impermissible benefit under law or regulation or other official guidance subjecting the Board or Ms. Martin to potential penalties, fees, civil fines, employee benefit plan failures or increased tax payments, then the Board may, in its discretion, determine to decrease such payment and make a corresponding increase in another form of Ms. Martin's compensation to offset the cash value of the reduction in such payment.

The Board's action to increase or otherwise change Ms. Martin's cash benefit stipend amount pursuant to this paragraph shall be in implementation of this provision of this Contract and shall not constitute or require an amendment to this Contract.

2. Sick Leave.

Ms. Martin shall be granted sick leave, as defined in Section 24-6 of the *School Code*, of fifteen (15) working days during the Contract Year, which may be accumulated without limitation.

3. Personal Days.

Ms. Martin shall be granted three (3) personal days with full pay during the Contract Year. Unused personal days may accumulate up to five (5) personal days; beyond that, unused personal days shall accumulate as sick leave.

4. Vacation.

Ms. Martin shall be entitled to a paid vacation of twenty (20) working days during the Contract Year. Use of vacation time shall be mutually agreed upon by the Superintendent and Ms. Martin. All vacation days granted or otherwise accumulated must be taken within the Contract Year or else shall be forfeited by Ms. Martin. Ms. Martin shall also be entitled to all legal school holidays. Winter, Spring, and Summer recess periods shall constitute working days unless specifically scheduled and credited toward the vacation days listed above.

5. Tuition Reimbursement.

Ms. Martin, with approval of the Superintendent, shall be entitled to receive tuition reimbursement from the Board toward completion of an approved and accredited doctoral program or related coursework in which Ms. Martin enrolls as follows: Reimbursement shall not exceed 50% per credit hour for State College or University and 30% for Private College or University for the courses needed to complete the aforementioned program or coursework, and shall be reimbursed upon submission of proof of having successfully completed each course. If Ms. Martin leaves the employment of the Board by her request within twelve (12) months or less following completion of the program, 100% of the reimbursement

must be repaid. If Ms. Martin leaves more than twelve (12) months, but not more than twenty-four (24) months after completion of a doctoral program, 66% of those reimbursements must be repaid. If Ms. Martin leaves the School District by her request before completing a doctoral program, she must repay 50% of total tuition reimbursement. Nothing in this paragraph shall act to extend the term of this Contract beyond its stated termination date in paragraph A.1.

6. Retirement.

The Board shall make a non-elective employer contribution of Three Thousand Dollars and No Cents ($3,000.00) during the Contract Year toward an annuity policy or custodial account for Ms. Martin as described in Section 403(b) of the *Internal Revenue Code*, in accordance with the Board's 403(b) Plan, provided and to the extent that the Board maintains a 403(b) Plan that allows for non-elective employer contributions and provided Ms. Martin confirms that any such non-elective contribution is within *Internal Revenue Code* limitations. Ms. Martin shall not have the option to receive this contribution in cash.

After ten (10) years of service in School District 36, and at time of retirement as an Administrator, Ms. Martin will also receive:

a. Post retirement payment of One Thousand Dollars and No Cents ($1,000.00) per Contract Year of administrative service to the School District, non-creditable to TRS based on starting date in School District 36. It is understood that Ms. Martin's receipt of this benefit is subject to her fulfillment of the requirements of the Board's procedure for awarding this benefit.

b. Post retirement insurance stipend of One Thousand Five Hundred Dollars and No Cents ($1,500.00) per year paid directly to TRS for Ms. Martin's participation in TRIP until she becomes eligible for Medicare. It is understood that Ms. Martin's receipt of this benefit is subject to her fulfillment of the requirements of the Board's procedure for awarding this benefit. At any time following Ms. Martin's retirement prior to her becoming eligible for Medicare, should such payment to TRS for TRIP become impossible, the Board shall discontinue payment to the health insurance program offered by TRS and provide Ms. Martin with the monetary equivalent to what the Board would have paid for Ms. Martin for TRIP under this paragraph (as limited by her becoming eligible for Medicare) for her use toward an alternative health insurance program as purchased by Ms. Martin. Any premium payment required for TRIP or the alternative health insurance selected by Ms. Martin in excess of the annual benefit described herein, shall be paid by Ms. Martin.

If, at any time during the term of this Contract or any time following the term of this Contract during which benefits pursuant to this Contract are paid, the Board's payment above is deemed to constitute a discriminatory or otherwise impermissible benefit under law or regulation or other official guidance subjecting the Board or Ms. Martin to potential penalties, fees, excise taxes, civil fines, employee benefit plan failures or increased

tax payments, then the Board may, in its discretion, determine to decrease such payment and make a corresponding increase in another form of compensation to offset the cash value of the reduction in such insurance benefit.

D. POWERS, DUTIES, AND EVALUATION

1. Responsibilities and Duties.

Ms. Martin, as directed in her job description, shall assist the Superintendent in the administrative operation and management of the School District. Ms. Martin shall also assume any additional administrative responsibilities and duties as may be assigned, under the supervision and direction of the Superintendent 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 District.

Ms. Martin shall be responsible for, and deemed to have knowledge of, all of the policies, rules and regulations established by the Board and shall comply with their requirements.

2. Extent of Service.

Ms. Martin shall devote her entire time, attention, and energy to the business of the School District and related professional activities. With the permission of the Superintendent, Ms. Martin may attend university courses, seminars, or other professional growth activities; serve as a consultant to another district or educational agency for a short-term duration without loss of salary; lecture, and engage in writing activities and speaking engagements. Ms. Martin may not jeopardize the functioning of the School District by any lengthy or conspicuous absence for such professional activities.

3. Evaluation.

Ms. Martin shall be evaluated by the Board and/or the Superintendent or her designee, in accordance with the requirements for evaluation of Administrators pursuant to the *School Code* and any evaluation plan in the School District for the evaluation of Administrators. One copy of the written evaluation shall be included in Ms. Martin's personnel file and one copy shall be provided to Ms. Martin.

After such evaluation, the Parties may schedule a meeting to review the evaluation and determine, if necessary, the terms and conditions of, and the performance goals for, the continued future employment of Ms. Martin.

E. RENEWAL AND TERMINATION OF CONTRACT

1. Renewal.

After January 1 of the Contract Year, the Board and Ms. Martin may mutually agree to renew the employment of Ms. Martin. In such event, the Board shall take specific action to enter into a new contract of employment with Ms. Martin.

2. **Non-Renewal.**
In the event the Board determines not to renew the employment of Ms. Martin, this Contract shall expire on June 30, 2019. Ms. Martin shall receive notice of intent not to renew her employment in accordance with any applicable requirements of the *School Code*.

3. **Amendment.**
Any salary or other adjustment or modification made during the life of this Contract shall be in the form of a written amendment and shall become a part of this Contact, but such adjustment or modification shall not be construed as a new contract with Ms. Martin or as an extension of the termination date of this Contract.

5. **Grounds for Termination.**
This employment Contract may be terminated at any time during its term by:

a. Receipt of an annual summative evaluation rating of "Needs Improvement" or "Unsatisfactory;"

b. Mutual agreement;

c. Permanent disability (inability to perform essential job functions with or without accommodation);

d. Death;

e. Other specified reason; or

f. Cause.
Discharge for cause during the term of this Contract shall be for any conduct, act, or failure to act by Ms. Martin, which, in the discretion of the Board, is deemed detrimental to the best interests of the School District. Reasons for discharge for cause shall be given in writing to Ms. Martin, who shall be entitled to notice and a hearing before the Board to discuss such causes. If Ms. Martin chooses to be accompanied by legal counsel, she shall bear any costs therein involved. The Board hearing shall be conducted in executive session.

F. NOTICE / MISCELLANEOUS

1. Any notice required to be given under this Contract shall be deemed sufficient if it is in writing and sent by mail to the last known residence of Ms. Martin or the President of the Board at the administrative office of the School District, as the case may be.

2. This Contract has been executed in Illinois and shall be governed in accordance with the State of Illinois in every respect.

3. Paragraph headings and numbers have been inserted for convenience of reference only and, if there shall be any conflict between such headings or numbers and the text of this Contract, the text shall control.

4. 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.

5. This Contract contains all the terms agreed upon by the Parties with respect to the subject matter of this Contract and supersedes all prior agreements, arrangements, and communications between the Parties concerning such subject matter, whether oral or written.

6. This Contract shall inure to the benefit of and be binding upon the Board and its successors and assigns.

7. The Board retains the right to repeal, change or modify any policies or regulation which it has adopted or may hereafter adopt, subject however to restrictions contained in the *School Code* and other applicable law.

8. Both Parties have had the opportunity to seek the advice of counsel.

IN WITNESS WHEREOF, the Parties have executed this Agreement this ___ day of _____, 2018, upon formal approval by the Board at a duly convened meeting held this same date.

ELIZABETH MARTIN
Director of Student Services

_____

(signature)

BOARD OF EDUCATION
WINNETKA DISTRICT NO.36
COOK COUNTY, ILLINOIS

By: _____

President

ATTEST:

_____
Secretary

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THE WINNETKA PUBLIC SCHOOLS DISTRICT 36

1235 Oak Street • Winnetka, IL 60093
phone 847-446-9400 • fax 847-446-9408
www.winnetka36.org

DIRECTOR OF TECHNOLOGY EMPLOYMENT CONTRACT

12-Month Employee

(2018 - 2020)

AGREEMENT made this ___ day of _____, 2018, between the SCHOOL BOARD OF THE WINNETKA PUBLIC SCHOOLS DISTRICT #36, COOK COUNTY, ILLINOIS, hereinafter referred to as the "Board," and **MAUREEN MILLER** hereinafter referred to as "Ms. Miller" and hereinafter collectively referred to as the "Parties." Pursuant to Section 10-23.8a of the Illinois *School Code*, the Board hereby finds that Ms. Miller has met the performance goals set forth pursuant to paragraph D.3 of her 2017-2020 Contract. This Director of Technology's Employment Contract ("Contract") hereby replaces and supersedes any contract of employment currently in effect between the Parties as of the commencement date of this Contract as such date is set forth below in paragraph A.1. As such, the employment contract between the Parties dated April 25, 2017, is hereby terminated as of the commencement date of this Contract.

A. EMPLOYMENT AND COMPENSATION

1. Commencement Date, Term of Employment, and Salary.

The Board hereby employs Ms. Miller as the Director of Technology for a multi-year period, commencing on July 1, 2018, and terminating on June 30, 2020. The term "Contract Year" shall refer to each period under this Contract commencing on July 1 and ending on June 30. In consideration of the compensation set forth herein, Ms. Miller hereby agrees to devote such time, skill, labor and attention to her employment, during the term of this Contract, except as otherwise provided in this Contract, and to perform faithfully the duties of Director of Technology as specified herein. Ms. Miller hereby accepts employment upon the terms and conditions hereinafter set forth.

For the 2018-2020 Contract Years, the Board shall pay Ms. Miller an annual base salary of One Hundred Fifty-Four Thousand Four Hundred Sixty-Seven Dollars and No Cents (**$154,467.00**). For the 2019-2020 Contract Year, Ms. Miller's annual salary shall be determined by the Board, provided, however, such annual salary shall not be less than the prior Contract Year's base salary. The Board's action to increase or otherwise change Ms. Miller's salary under this paragraph shall be in implementation of this provision of this Contract and shall not constitute or require an amendment to this Contract.

The salaries under this paragraph shall be payable in equal installments in accordance with the rules of the Board governing payments of other administrative staff members in the School District.

2. Teacher's Retirement System and Health Insurance Security Fund.

In addition to the annual salary stated in paragraph A.1 of this Contract, the Board shall pay on behalf of Ms. Miller, three percent (3%) of her required member contributions to the State of Illinois Teachers' Retirement System ("TRS") for the

2018-2019 Contract Year and six percent (6%) for the 2019-2020 Contract Year. The balance of the required member contribution for Ms. Miller shall be deducted from Ms. Miller's salary stated in paragraph A.1 of this Contract and paid to TRS by the Board. Further, from the annual salary stated in paragraph A.1 of this Contract withholding shall be made for payment by the Board on behalf of Ms. Miller for her required member contributions to the Teacher Health Insurance Security Fund ("THIS").

Ms. Miller shall not have any right or claim to said amounts contributed by the Board on her behalf, except as they may become available at the time of retirement or resignation from the TRS and the THIS. Both Parties acknowledge that Ms. Miller did not have the option of choosing to receive the contributed amounts directly, instead of having such contributions paid by the Board to the TRS and THIS Fund, and further acknowledge that such contributions are made as a condition of employment to secure Ms. Miller's future services, knowledge and experience.

3. Creditable Earnings.

The Parties hereby agree that the Board makes no representations regarding the creditable earnings status with respect to any compensation received by Ms. Miller pursuant to the terms of this Contract. Any and all determinations regarding creditable earnings, creditable service and related TRS issues shall be made by TRS and, where applicable, a court of competent jurisdiction.

B. CONDITIONS OF EMPLOYMENT

1. Professional Educator Licensure.

During the term of this Contract, Ms. Miller shall hold a valid and properly registered professional educator license, issued by the Illinois State Educator Preparation and Licensure Board, with the appropriate endorsement, qualifying her to act as a Director of Technology in the School District.

2. Employment Representations.

Ms. Miller represents that she is not under contract with any other school district for any portion of the term covered by this Contract. Ms. Miller represents that all information provided to the School District in the process of application for employment was true and complete.

3. Waiver of Tenure.

Ms. Miller acknowledges that, pursuant to Section 10-23.8a of the Illinois *School Code*, she waives any right to tenure in the School District by virtue of entering into this multi-year contract and any multi-year extension thereof.

4. Medical Examination.

Ms. Miller shall submit, at Board expense, to a physical or mental examination by a physician licensed in Illinois to practice medicine and surgery in all its branches whenever the Board deems such examination necessary and in accordance with applicable law. As a condition of employment, Ms. Miller also agrees to comply with all health requirements established by law.

5. **Compliance with Law.**
Ms. Miller shall comply with all rules, regulations and orders of the Board and all provisions of the *School Code* and all other relevant local, state, and federal laws and statutes.

C. BENEFITS

1. **Cash Benefit.**
Ms. Miller shall receive a cash benefit stipend in the amount of Thirty Thousand Dollars and No Cents ($30,000.00) each Contract Year, which may, but does not have to be used to purchase insurance benefits.

If, at any time during the term of this Contract, the Board's payment above is deemed to constitute a discriminatory or otherwise impermissible benefit under law or regulation or other official guidance subjecting the Board or Ms. Miller to potential penalties, fees, civil fines, employee benefit plan failures or increased tax payments, then the Board may, in its discretion, determine to decrease such payment and make a corresponding increase in another form of Ms. Miller's compensation to offset the cash value of the reduction in such payment.

The Board's action to increase or otherwise change Ms. Miller's cash benefit stipend amount pursuant to this paragraph shall be in implementation of this provision of this Contract and shall not constitute or require an amendment to this Contract.

2. **Sick Leave.**
Ms. Miller shall be granted sick leave, as defined in Section 24-6 of the *School Code*, of fifteen (15) working days per Contract Year, which may be accumulated without limitation.

3. **Personal Days.**
Ms. Miller shall be granted three (3) personal days with full pay each Contract Year. Unused personal days may accumulate up to five (5) personal days; beyond that, unused personal days shall accumulate as sick leave.

4. **Vacation.**
Ms. Miller shall be entitled to a paid vacation of twenty (20) working days each Contract Year. Use of vacation time shall be mutually agreed upon by the Superintendent and Ms. Miller. Vacation must be taken within the Contract Year granted or else shall be forfeited by Ms. Miller; provided, however, with the exception of the final Contract Year of this Contract, up to twenty (20) vacation days may be carried over for use in the immediately following Contract Year. At no time may more than forty (40) vacation days be available for use. Ms. Miller shall also be entitled to all legal school holidays. Winter, Spring, and Summer recess periods shall constitute working days unless specifically scheduled and credited toward the vacation days listed above.

5. **Tuition Reimbursement.**

Ms. Miller, with approval of the Superintendent, shall be entitled to receive tuition reimbursement from the Board toward completion of an approved and accredited doctoral program or related coursework in which Ms. Miller enrolls as follows: Reimbursement shall not exceed 50% per credit hour for State College or University and 30% for Private College or University for the courses needed to complete the aforementioned program or coursework, and shall be reimbursed upon submission of proof of having successfully completed each course. If Ms. Miller leaves the employment of the Board by her request within twelve (12) months or less following completion of the program, 100% of the reimbursement must be repaid. If Ms. Miller leaves more than twelve (12) months, but not more than twenty-four (24) months after completion of a doctoral program, 66% of those reimbursements must be repaid. If Ms. Miller leaves the School District by her request before completing a doctoral program, she must repay 50% of total tuition reimbursement. Nothing in this paragraph shall act to extend the term of this Contract beyond its stated termination date in paragraph A.1.

6. Retirement.

The Board shall make a non-elective employer contribution of Three Thousand Dollars and No Cents ($3,000.00) each Contract Year toward an annuity policy or custodial account for Ms. Miller as described in Section 403(b) of the *Internal Revenue Code*, in accordance with the Board's 403(b) Plan, provided and to the extent that the Board maintains a 403(b) Plan that allows for non-elective employer contributions and provided Ms. Miller confirms that any such non-elective contribution is within *Internal Revenue Code* limitations. Ms. Miller shall not have the option to receive this contribution in cash.

After ten (10) years of service in School District 36, and at time of retirement as an Administrator, Ms. Miller will also receive:

a. Post retirement payment of One Thousand Dollars and No Cents ($1,000.00) per Contract Year of administrative service to the School District, non-creditable to TRS based on starting date in School District 36. It is understood that Ms. Miller's receipt of this benefit is subject to her fulfillment of the requirements of the Board's procedure for awarding this benefit.

b. Post retirement insurance stipend of One Thousand Five Hundred Dollars and No Cents ($1,500.00) per year paid directly to TRS for Ms. Miller's participation in TRIP until she becomes eligible for Medicare. It is understood that Ms. Miller's receipt of this benefit is subject to her fulfillment of the requirements of the Board's procedure for awarding this benefit. At any time following Ms. Miller's retirement prior to her becoming eligible for Medicare, should such payment to TRS for TRIP become impossible, the Board shall discontinue payment to the health insurance program offered by TRS and provide Ms. Miller with the monetary equivalent to what the Board would have paid for Ms. Miller for TRIP under this paragraph (as limited by her becoming eligible for Medicare) for her use toward an alternative health insurance program as purchased by Ms. Miller. Any premium payment required for TRIP or the

alternative health insurance selected by Ms. Miller in excess of the annual benefit described herein, shall be paid by Ms. Miller.

If, at any time during the term of this Contract or any time following the term of this Contract during which benefits pursuant to this Contract are paid, the Board's payment above is deemed to constitute a discriminatory or otherwise impermissible benefit under law or regulation or other official guidance subjecting the Board or Ms. Miller to potential penalties, fees, excise taxes, civil fines, employee benefit plan failures or increased tax payments, then the Board may, in its discretion, determine to decrease such payment and make a corresponding increase in another form of compensation to offset the cash value of the reduction in such insurance benefit.

D. POWERS, DUTIES, PERFORMANCE GOALS AND EVALUATION

1. Responsibilities and Duties.

Ms. Miller, as directed in her job description, shall assist the Superintendent in the administrative operation and management of the School District. Ms. Miller shall also assume any additional administrative responsibilities and duties as may be assigned, under the supervision and direction of the Superintendent 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 District.

Ms. Miller shall be responsible for, and deemed to have knowledge of, all of the policies, rules and regulations established by the Board and shall comply with their requirements.

2. Extent of Service.

Ms. Miller shall devote her entire time, attention, and energy to the business of the School District and related professional activities. With the permission of the Superintendent, Ms. Miller may attend university courses, seminars, or other professional growth activities; serve as a consultant to another district or educational agency for a short-term duration without loss of salary; lecture, and engage in writing activities and speaking engagements. Ms. Miller may not jeopardize the functioning of the School School District by any lengthy or conspicuous absence for such professional activities.

3. Performance Goals and Indicators.

In accordance with the requirements of Section 10-23.8a of the *School Code*, the Parties agree that Ms. Miller's performance goals and indicators for improving student performance set forth below shall be used by the Board to measure Ms. Miller's performance and effectiveness.

The Superintendent shall determine whether Ms. Miller has met the performance goals referenced above by using criteria and indicators described in the goals themselves, as well as the Superintendent's own judgment, as to whether Ms.

Miller has exhibited the leadership, guidance, and effort needed to achieve the goals. The Superintendent shall make this determination after an evaluation of the Ms. Miller.

Goal 1. To earn a designation of "Proficient" or better on the ISLLC Standards, which comprises **70%** of the annual summative evaluation rating.

Goal 2. To increase the academic performance of the School District, as measured by an overall increase in student performance indicators, in aggregate, based on targets to be established and written in the Superintendent-Administrator Goal-Setting Conference which comprises **30%** of the annual summative evaluation rating.

4. Evaluation.

Ms. Miller shall be evaluated by the Board and/or the Superintendent or her designee, in accordance with the requirements for evaluation of Administrators pursuant to the *School Code* and any evaluation plan in the School District for the evaluation of Administrators. One copy of the written evaluation shall be included in Ms. Miller's personnel file and one copy shall be provided to Ms. Miller.

Ms. Miller's progress toward and attainment of the performance goals set forth in paragraph D.3 of this Contract will also be assessed. After such evaluation, the Parties may schedule a meeting to review the evaluation and determine, if necessary, the terms and conditions of, and the performance goals for, the continued future employment of Ms. Miller.

E. RENEWAL, EXTENSION, AND TERMINATION OF CONTRACT

1. Renewal.

After January 1 of the Contract Year in which this Contract expires, the Board and Ms. Miller may mutually agree to renew the employment of Ms. Miller. In such event, the Board shall take specific action to enter into a new contract of employment with Ms. Miller.

2. Non-Renewal.

In the event the Board determines not to renew the employment of Ms. Miller, this Contract shall expire on June 30, 2020. Ms. Miller shall receive notice of intent not to renew her employment in accordance with any applicable requirements of the *School Code*.

3. Extension.

Prior to January 1 of the Contract Year in which this Contract expires, the Board and Ms. Miller may mutually agree to extend the employment of Ms. Miller for a single or multi-year period, not to exceed the maximum permitted by law, and provided that the performance goals and indicators set forth in this Contract have been met. In such event the Board shall take specific action to discontinue this Contract and enter into a new single or multi-year contract.

4. **Amendment.**

Any salary or other adjustment or modification made during the life of this Contract shall be in the form of a written amendment and shall become a part of this Contact, but such adjustment or modification shall not be construed as a new contract with Ms. Miller or as an extension of the termination date of this Contract.

5. **Grounds for Termination.**

This employment contract may be terminated at any time during its term by:

a. Receipt of an annual summative evaluation rating of "Needs Improvement" or "Unsatisfactory;"

b. Mutual agreement;

c. Permanent disability (inability to perform essential job functions with or without accommodation);

d. Death;

e. Other specified reason; or

f. Cause.

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

F. NOTICE / MISCELLANEOUS

1. Any notice required to be given under this Contract shall be deemed sufficient if it is in writing and sent by mail to the last known residence of Ms. Miller or the President of the Board at the administrative office of the School District, as the case may be.

2. This Contract has been executed in Illinois and shall be governed in accordance with the State of Illinois in every respect.

3. Paragraph headings and numbers have been inserted for convenience of reference only and, if there shall be any conflict between such headings or numbers and the text of this Contract, the text shall control.

4. 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.

5. This Contract contains all the terms agreed upon by the Parties with respect to the subject matter of this Contract and supersedes all prior agreements, arrangements, and communications between the Parties concerning such subject matter, whether oral or written.

6. This Contract shall inure to the benefit of and be binding upon the Board and its successors and assigns.

7. The Board retains the right to repeal, change or modify any policies or regulation which it has adopted or may hereafter adopt, subject however to restrictions contained in the *School Code* and other applicable law.

8. Both Parties have had the opportunity to seek the advice of counsel.

IN WITNESS WHEREOF, the Parties have executed this Agreement this ___ day of _____, 2018, upon formal approval by the Board at a duly convened meeting held this same date.

MAUREEN MILLER
Director of Technology

_____

(signature)

BOARD OF EDUCATION
WINNETKA DISTRICT NO.36
COOK COUNTY, ILLINOIS

By: _____

President

ATTEST:

_____

Secretary

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THE WINNETKA PUBLIC SCHOOLS
DISTRICT 36

1235 Oak Street • Winnetka, IL 60093
phone 847-446-9400 • fax 847-446-9408
www.winnetka36.org

ADMINISTRATOR'S EMPLOYMENT CONTRACT

11-Month Employee, 213 Work Days

2018-2021

AGREEMENT made this day of _____, 2018, between the BOARD OF EDUCATION OF WINNETKA DISTRICT #36, COOK COUNTY, ILLINOIS, hereinafter referred to as the "Board," and **JULIE PFEFFER** hereinafter referred to as "Ms. Pfeffer" and hereinafter collectively referred to as the "Parties." Pursuant to Section 10-23.8a of the Illinois *School Code*, the Board hereby finds that Ms. Pfeffer has met the performance goals set forth pursuant to paragraph D.3 of her 2015-2018 Contract. This Principal's Employment Contract ("Contract") hereby replaces and supersedes any contract of employment currently in effect between the Parties as of the commencement date of this Contract as such date is set forth below in paragraph A.1. As such, the employment contract between the Parties dated April 28, 2014, is hereby terminated as of the commencement date of this Contract.

A. EMPLOYMENT AND COMPENSATION

1. Salary and Term of Employment.

The Board hereby employs Ms. Pfeffer for the period commencing on July 1, 2018, and terminating on June 30, 2021. The term "Contract Year" shall refer to each period under the Contract commencing on July 1 and ending on June 30. In consideration of the compensation set forth herein, Ms. Pfeffer hereby agrees to devote such time, skill, labor and attention to her employment, during the term of this Contract, except as otherwise provided in this Contract, and to perform faithfully the duties of Principal as specified herein. Ms. Pfeffer hereby accepts employment upon the terms and conditions hereinafter set forth.

For the 2018-2021 Contract Years, the Board shall pay Ms. Pfeffer an annual salary of One Hundred Eighty-Seven Thousand Eight Hundred Ninety-Nine Dollars and Zero Cents ($**187,899.00**).

The annual salary shall be paid in equal installments in accordance with the Board policy governing payment of such compensation to other administrative staff. This Contract will consist of 213 work days per Contract Year. Paid work days shall include all days that the teachers are in session and all School District work days in June and August. The 11-month contract provides the month of July as non-paid, non-work days. The specific work days shall be designated by the Superintendent and the School District's calendar. It is understood by the Parties that the number of work days referenced herein is for per diem calculations only and that the actual number of work days may be more or less depending on the School District's official calendar and the Superintendent.

2. Teacher's Retirement System and Health Insurance Security Fund.

In addition to the annual salary stated in paragraph A.1 of this Contract, the Board shall pay on behalf of Ms. Pfeffer, three percent (3%) of her required member contributions to the State of Illinois Teachers' Retirement System ("TRS") for the

2018-2019 Contract Year, six percent (6%) for the 2019-2020 Contract Year, and nine percent (9%) for the 2020-2021 Contract Year. The balance of the required member contribution for Ms. Pfeffer shall be deducted from Ms. Pfeffer's salary stated in paragraph A.1 of this Contract and paid to TRS by the Board. Further, from the annual salary stated in paragraph A.1 of this Contract withholding shall be made for payment by the Board on behalf of Ms. Pfeffer for her required member contributions to the Teacher Health Insurance Security Fund ("THIS").

Ms. Pfeffer shall not have any right or claim to said amounts contributed by the Board on her behalf, except as they may become available at the time of retirement or resignation from the TRS and the THIS. Both Parties acknowledge that Ms. Pfeffer did not have the option of choosing to receive the contributed amounts directly, instead of having such contributions paid by the Board to the TRS and THIS Fund, and further acknowledge that such contributions are made as a condition of employment to secure Ms. Pfeffer's future services, knowledge and experience.

3. **Creditable Earnings.** The Parties hereby agree that the Board makes no representations regarding the creditable earnings status with respect to any compensation received by Ms. Pfeffer pursuant to the terms of this Contract. Any and all determinations regarding creditable earnings, creditable service and related TRS issues shall be made by TRS and, where applicable, a court of competent jurisdiction.

B. CONDITIONS OF EMPLOYMENT

1. **Professional Educator License.**
During the term of this Contract, Ms. Pfeffer shall hold a valid and properly registered professional educator license with necessary endorsements issued by the Illinois State Educator Preparation and Licensure Board qualifying her to act as a Principal in the School District.

2. **Employment Representations.**
Ms. Pfeffer represents that she is not under contract with any other school district for any portion of the term covered by this Contract. Ms. Pfeffer represents that all information provided to the School District in the process of application for employment was true and complete.

3. **Medical Examination.** Ms. Pfeffer shall submit, at Board expense, to a physical or mental examination by a physician licensed in Illinois to practice medicine and surgery in all its branches whenever the Board deems such examination necessary and in accordance with applicable law. As a condition of employment, Ms. Pfeffer also agrees to comply with all health requirements established by law.

4. **Waiver of Tenure.**
Ms. Pfeffer acknowledges that, pursuant to Section 10-23.8a of the Illinois *School Code*, she waives any right to tenure in the School District by virtue of entering into this multi-year contract and any multi-year extension thereof.

C. BENEFITS

1. Cash Benefit.

Ms. Pfeffer will receive a cash benefit stipend in the amount Thirty Thousand Dollars and No Cents ($30,000.00) each Contract Year, which may but does not have to be used to purchase insurance benefits.

If, at any time during the term of this Contract, the Board's payment above is deemed to constitute a discriminatory or otherwise impermissible benefit under law or regulation or other official guidance subjecting the Board or Ms. Pfeffer to potential penalties, fees, civil fines, employee benefit plan failures or increased tax payments, then the Board may, in its discretion, determine to decrease such payment and make a corresponding increase in another form of Ms. Pfeffer's compensation to offset the cash value of the reduction in such payment.

The Board's action to increase or otherwise change Ms. Pfeffer's cash benefit stipend amount pursuant to this paragraph shall be in implementation of this provision of this Contract and shall not constitute or require an amendment to this Contract.

2. Sick Leave.

Ms. Pfeffer shall be granted sick leave, as defined in Section 24-6 of the *School Code*, of fifteen (15) working days each Contract Year, which may be accumulated without limitation.

3. Personal Days.

Ms. Pfeffer shall be granted three (3) personal days with full pay each Contract Year. Ms. Pfeffer may accumulate up to five (5) personal days, beyond that, unused personal days shall accumulate as sick leave.

4. Tuition Reimbursement.

Ms. Pfeffer, with approval of the Superintendent, shall be entitled to receive tuition reimbursement from the Board toward completion of an approved and accredited doctoral program or related coursework. Ms. Pfeffer will be entitled to 100% tuition reimbursement, and shall be reimbursed upon submission of proof of having successfully completed each course. If Ms. Pfeffer leaves the employment of the Board by her request within twelve (12) months or less following completion of the program, 100% of the reimbursement must be repaid. If Ms. Pfeffer leaves more than twelve (12) months, but not more than twenty-four (24) months after completion of a doctoral program, 66% of those reimbursements must be repaid. If Ms. Pfeffer leaves the School District by her request before completing a doctoral program, she must repay 50% of total tuition reimbursement. Nothing in this paragraph shall act to extend the term of this Contract beyond its stated termination date in paragraph A.1.

5. Retirement.

In addition to the annual salary stated in paragraph A.1 of this Contract, the Board shall make a non-elective employer contribution in the amount of Six Thousand Six Hundred Eighty-Four Dollars and No Cents ($6,684.00) each Contract Year

toward an annuity policy or custodial account for Ms. Pfeffer as described in Section 403(b) of the *Internal Revenue Code*, in accordance with the Board's 403(b) Plan, provided and to the extent that the Board maintains a 403(b) Plan that allows for non-elective employer contributions and provided Ms. Pfeffer confirms that any such non-elective contribution is within *Internal Revenue Code* limitations. Ms. Pfeffer shall not have the option to receive this contribution in cash.

After ten (10) years of service in School District 36, and at time of retirement as an Administrator, Ms. Pfeffer will also receive:

a. Post retirement payment of One Thousand Dollars and No Cents ($1,000.00) per Contract Year of administrative service to the School District, non-creditable to TRS based on starting date in School District 36. It is understood that Ms. Pfeffer's receipt of this benefit is subject to her fulfillment of the requirements of the Board's procedure for awarding this benefit.

b. Post retirement insurance stipend of One Thousand Five Hundred Dollars and No Cents ($1,500.00) per year paid directly to TRS for Ms. Pfeffer's participation in TRIP until she becomes eligible for Medicare. It is understood that Ms. Pfeffer's receipt of this benefit is subject to her fulfillment of the requirements of the Board's procedure for awarding this benefit. At any time following Ms. Pfeffer's retirement prior to her becoming eligible for Medicare, should such payment to TRS for TRIP become impossible, the Board shall discontinue payment to the health insurance program offered by TRS and provide Ms. Pfeffer with the monetary equivalent to what the Board would have paid for Ms. Pfeffer for TRIP under this paragraph (as limited by his becoming eligible for Medicare) for her use toward an alternative health insurance program as purchased by Ms. Pfeffer. Any premium payment required for TRIP or the alternative health insurance selected by Ms. Pfeffer in excess of the annual benefit described herein, shall be paid by Ms. Pfeffer.

   If, at any time during the term of this Contract or any time following the term of this Contract during which benefits pursuant to this Contract are paid, the Board's payment above is deemed to constitute a discriminatory or otherwise impermissible benefit under law or regulation or other official guidance subjecting the Board or Ms. Pfeffer to potential penalties, fees, excise taxes, civil fines, employee benefit plan failures or increased tax payments, then the Board may, in its discretion, determine to decrease such payment and make a corresponding increase in another form of compensation to offset the cash value of the reduction in such insurance benefit.

D. POWERS, DUTIES, PERFORMANCE GOALS AND EVALUATION

1. Responsibilities and Duties.

In the role of Principal, Ms. Pfeffer shall supervise the operation of attendance centers as the Board shall determine necessary and shall have as her primary responsibility the improvement of instruction. Ms. Pfeffer shall also assume administrative responsibilities and instructional leadership, under the supervision and direction of the Superintendent 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 her assigned attendance area.

Ms. Pfeffer shall submit recommendations, as requested, to the Superintendent concerning the appointment, retention, promotion, and assignment of all personnel assigned to her attendance centers and shall keep such other registers, records, and reports as may be directed by the Superintendent and the Board or required by law. Ms. Pfeffer shall be responsible for all obligations contained in the official job description for School District Principals, including the discipline of students in accordance with the requirements of the *School Code* and Board policy.

Ms. Pfeffer shall be responsible for, and deemed to have knowledge of, all of the policies, rules and regulations established by the Board as well as all provisions of the *School Code* and all other relevant local, state, and federal laws and shall comply with their requirements.

2. Extent of Service.

Ms. Pfeffer shall devote her entire time, attention, and energy to the business of the School District and related professional activities. With the permission of the Superintendent, Ms. Pfeffer may attend university courses, seminars, or other professional growth activities; serve as a consultant to another district or educational agency for a short-term duration without loss of salary; lecture; and engage in writing activities and speaking engagements. Ms. Pfeffer may not jeopardize the functioning of the School District by any lengthy or conspicuous absence for such professional activities.

3. Performance Goals and Indicators.

In accordance with the requirements of Section 10-23.8a of the *School Code*, the Parties agree that Ms. Pfeffer's performance goals and indicators for improving student performance shall be used by the Board to measure Ms. Pfeffer's performance and effectiveness.

The Superintendent shall determine whether Ms. Pfeffer has met the performance goals referenced above by using criteria and indicators described in the goals themselves, as well as the Superintendent's own judgment, as to whether Ms. Pfeffer has exhibited the leadership, guidance, and effort needed to achieve the goals. The Superintendent shall make this determination after an evaluation of Ms. Pfeffer.

Goal 1. To earn a designation of "Proficient" or better on the Illinois Performance Standards for School Leaders, which comprises **70%** of the annual summative evaluation ratings.

Goal 2. To increase the academic performance of the School District, as measured by an overall increase in Student Performance indicators, in aggregate, based on targets to be established and written in the Administrator Goal-Setting Conference which comprises **30%** of the annual summative evaluation rating.

4. **Evaluation.** During the term of this Contract, Ms. Pfeffer shall be evaluated by the Superintendent or her designee by March 1 of each Contract Year. The evaluation shall be in writing and shall be completed in accordance with Section 5/24A-15 of the *School Code*. One copy of each evaluation shall be included in Ms. Pfeffer's personnel file and one copy shall be provided to Ms. Pfeffer. The Superintendent or her designee will report to the Board the results of the evaluation process.

E. RENEWAL, EXTENSION, TERMINATION, RECLASSIFICATION AND TRANSFER

1. **Renewal.**
After January 1 of the Contract Year in which this Contract expires, the Board and Ms. Pfeffer may mutually agree to renew the employment of Ms. Pfeffer. In such event, the Board shall take specific action to enter into a new contract of employment with Ms. Pfeffer.

2. **Non-Renewal.**
In the event the Board determines not to renew the employment of Ms. Pfeffer, this Contract shall expire on June 30, 2021. Ms. Pfeffer shall receive notice of intent not to renew her employment in accordance with any applicable requirements of the *School Code*.

3. **Extension.**
Prior to January 1 of the Contract Year in which this Contract expires, the Board and Ms. Pfeffer may mutually agree to extend the employment of Ms. Pfeffer for a single or multi-year period, not to exceed the maximum permitted by law, and provided that the performance goals and indicators set forth in this Contract have been met. In such event the Board shall take specific action to discontinue this Contract and enter into a new single or multi-year contract.

4. **Grounds for Termination.**
This employment Contract may be terminated at any time during its term by:

a. Receipt of an annual summative evaluation rating of "Needs Improvement" or "Unsatisfactory;"

b. Mutual agreement;

c. Permanent disability (inability to perform essential job functions with or without accommodation);

d. Death;

e. Other specified reason; or

f. Cause.

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

5. **Reclassification.** Any reclassification at the end of the term of this Contract shall be in accordance with applicable laws**.**

6. **Transfer.** During the term of this Contract, Ms. Pfeffer may be transferred to another position in the School District if it is in the best interests of the School District as determined by the Board in its sole discretion and Ms. Pfeffer's salary and benefits provided under this Contract are not reduced.

F. NOTICE / MISCELLANEOUS

1. Any notice required to be given under this Contract shall be deemed sufficient if it is in writing and sent by mail to the last known residence of Ms. Pfeffer or the President of the Board at the administrative office of the School District, as the case may be.

2. This Contract has been executed in Illinois and shall be governed in accordance with the State of Illinois in every respect.

3. Paragraph headings and numbers have been inserted for convenience of reference only and, if there shall be any conflict between such headings or numbers and the text of this Contract, the text shall control.

4. 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.

5. This Contract contains all the terms agreed upon by the Parties with respect to the subject matter of this Contract and supersedes all prior agreements, arrangements, and communications between the Parties concerning such subject matter, whether oral or written.

6. This Contract shall inure to the benefit of and be binding upon the Board and its successors and assigns.

7. The Board retains the right to repeal, change or modify any policies or regulation which it has adopted or may hereafter adopt, subject however to restrictions contained in the *School Code* and other applicable law.

8. Both Parties have had the opportunity to seek the advice of counsel.

IN WITNESS WHEREOF, the Parties have executed this Agreement this ___ day of ____, 2018, upon formal approval by the Board at a duly convened meeting held this same date.

JULIE PFEFFER
Principal

_____ **Date:** _____

(signature)

BOARD OF EDUCATION
WINNETKA DISTRICT NO.36
COOK COUNTY, ILLINOIS

By: _____ **Date:** _____

President

ATTEST:

_____ **Date:** _____

Secretary

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THE WINNETKA PUBLIC SCHOOLS DISTRICT 36

1235 Oak Street • Winnetka, IL 60093
phone 847-446-9400 • fax 847-446-9408
www.winnetka36.org

PRINCIPAL'S EMPLOYMENT CONTRACT

11-Month Employee

2018-2021

AGREEMENT made this ___ day of _____, 2018, between the BOARD OF EDUCATION OF WINNETKA DISTRICT #36, COOK COUNTY, ILLINOIS, hereinafter referred to as the "Board," and **JOSHUA SWANNER** hereinafter referred to as "MR. SWANNER" and hereinafter collectively referred to as the "Parties." Pursuant to Section 10-23.8a of the Illinois *School Code*, the Board hereby finds that MR. SWANNER has met the performance goals set forth pursuant to paragraph D.3 of his 2017-2019 Contract. This Principal's Employment Contract ("Contract") hereby replaces and supersedes any contract of employment currently in effect between the Parties as of the commencement date of this Contract as such date is set forth below in paragraph A.1. As such, the employment contract between the Parties dated August 8, 2017, is hereby terminated as of the commencement date of this Contract.

A. EMPLOYMENT AND COMPENSATION

1. Commencement Date, Term of Employment, and Salary.

The Board hereby employs MR. SWANNER as a Principal for the period commencing on July 1, 2018, and terminating on June 30, 2021. The term "Contract Year" shall refer to each period under the Contract commencing July 1 and terminating on the following June 30. In consideration of the compensation set forth herein, MR. SWANNER hereby agrees to devote such time, skill, labor and attention to his employment, during the term of the Contract, except as otherwise provided in this Contract, and to perform faithfully the duties of Principal as specified herein. MR. SWANNER hereby accepts employment upon the terms and conditions hereinafter set forth.

For the 2018-2021 Contract Years, the Board shall pay MR. SWANNER an annual salary of One Hundred Thirty Five Thousand Dollars and No Cents **($135,000.00**).

The annual salary shall be payable in equal installments in accordance with the rules of the Board governing payments of other administrative staff members in the School District. This Contract will consist of 213 work days per Contract Year. Paid work days shall include all days that the teachers are in session and all School District work days in June and August. The 11-month Contract provides the month of July as non-paid, non-work days. The specific work days shall be designated by the Superintendent and the School District's calendar. It is understood by the Parties that the number of work days referenced herein is for per diem calculations only and that the actual number of work days may be more or less depending on the School District's official calendar and the Superintendent

2. Teacher's Retirement System and Health Insurance Security Fund.

In addition to the annual salary stated in paragraph A.1 of this Contract, the Board shall pay on behalf of MR. SWANNER, three percent (3%) of his required member contributions to the State of Illinois Teachers' Retirement System ("TRS") for the 2018-2019 Contract Year, six percent (6%) for the 2019-2020 Contract Year, and nine percent (9%) for the 2020-2021 Contract Year. The balance of the required member contribution for MR. SWANNER shall be deducted from MR. SWANNER's salary stated in paragraph A.1 of this Contract and paid to TRS by the Board. Further, from the annual salary stated

in paragraph A.1 of this Contract withholding shall be made for payment by the Board on behalf of MR. SWANNER for his required member contributions to the Teacher Health Insurance Security Fund ("THIS").

MR. SWANNER shall not have any right or claim to said amounts contributed by the Board on his behalf, except as they may become available at the time of retirement or resignation from the TRS and the THIS. Both Parties acknowledge that MR. SWANNER did not have the option of choosing to receive the contributed amounts directly, instead of having such contributions paid by the Board to the TRS and THIS Fund, and further acknowledge that such contributions are made as a condition of employment to secure MR. SWANNER's future services, knowledge and experience.

3. **Creditable Earnings.** The Parties hereby agree that the Board makes no representations regarding the creditable earnings status with respect to any compensation received by MR. SWANNER pursuant to the terms of this Contract. Any and all determinations regarding creditable earnings, creditable service and related TRS issues shall be made by TRS and, where applicable, a court of competent jurisdiction.

B. CONDITIONS OF EMPLOYMENT

1. **Professional Educator License.**
During the term of this Contract, MR. SWANNER shall hold a valid and properly registered professional educator license with necessary endorsements issued by the Illinois State Educator Preparation and Licensure Board qualifying him to act as a Principal in the School District in accordance with the terms of this Contract.

2. **Employment Representations.**
MR. SWANNER represents that he is not under contract with any other school district for any portion of the term covered by this Contract. MR. SWANNER represents that all information provided to the School District in the process of application for employment was true and complete.

3. **Waiver of Tenure.**
MR. SWANNER acknowledges that, pursuant to Section 10-23.8a of the Illinois *School Code*, he waives any right to tenure in the School District by virtue of entering into this multi-year contract and any multi-year extension thereof.

4. **Medical Examination.** MR. SWANNER shall submit, at Board expense, to a physical or mental examination by a physician licensed in Illinois to practice medicine and surgery in all its branches whenever the Board deems such examination necessary and in accordance with applicable law. As a condition of employment, MR. SWANNER also agrees to comply with all health requirements established by law.

C. BENEFITS

1. **Cash Benefit.**
MR. SWANNER will receive a cash benefit stipend in the amount of Thirty Thousand Dollars and No Cents ($30,000.00) each Contract Year, which may, but does not have to be used to purchase insurance benefits.

If, at any time during the term of this Contract, the Board's payment above is deemed to constitute a discriminatory or otherwise impermissible benefit under law or regulation or

other official guidance subjecting the Board or MR. SWANNER to potential penalties, fees, civil fines, employee benefit plan failures or increased tax payments, then the Board may, in its discretion, determine to decrease such payment and make a corresponding increase in another form of MR. SWANNER's compensation to offset the cash value of the reduction in such payment.

The Board's action to increase or otherwise change MR. SWANNER's cash benefit stipend amount pursuant to this paragraph shall be in implementation of this provision of this Contract and shall not constitute or require an amendment to this Contract.

2. Sick Leave.

MR. SWANNER shall be granted sick leave, as defined in Section 24-6 of the *School Code*, of fifteen (15) working days per Contract Year, which may be accumulated without limitation.

3. Personal Days.

MR. SWANNER shall be granted three (3) personal days with full pay each Contract Year. MR. SWANNER may accumulate up to five (5) personal days, beyond that, unused personal days shall accumulate as sick leave.

4. Tuition Reimbursement.

MR. SWANNER , with approval of the Superintendent, shall be entitled to receive tuition reimbursement from the Board toward completion of an approved and accredited doctoral program or related coursework in which MR. SWANNER enrolls as follows: Reimbursement shall not exceed 50% per credit hour for State College or University and 30% for Private College or University for the courses needed to complete the aforementioned program or coursework, and shall be reimbursed upon submission of proof of having successfully completed each course. If MR. SWANNER leaves the employment of the Board by his request within twelve (12) months or less following completion of the program, 100% of the reimbursement must be repaid. If MR. SWANNER leaves more than twelve (12) months, but not more than twenty-four (24) months after completion of a doctoral program, 66% of those reimbursements must be repaid. If MR. SWANNER leaves the School District by his request before completing a doctoral program, he must repay 50% of total tuition reimbursement. Nothing in this paragraph shall act to extend the term of this Contract beyond its stated termination date in paragraph A.1.

5. Retirement.

In addition to the annual salary stated in paragraph A.1 of this Contract, the Board shall make a non-elective employer contribution in the amount of Three Thousand Dollars and No Cents ($3,000.00) each Contract Year toward an annuity policy or custodial account for MR. SWANNER as described in Section 403(b) of the *Internal Revenue Code*, in accordance with the Board's 403(b) Plan, provided and to the extent that the Board maintains a 403(b) Plan that allows for non-elective employer contributions and provided MR. SWANNER confirms that any such non-elective contribution is within *Internal Revenue Code* limitations. MR. SWANNER shall not have the option to receive this contribution in cash.

After ten (10) years of service in School District 36, and at time of retirement as an Administrator, MR. SWANNER will also receive:

a. Post retirement payment of One Thousand Dollars and No Cents ($1,000.00) per Contract Year of administrative service to the School District, non-creditable to TRS based on starting date in School District 36. It is understood that MR. SWANNER's receipt of this benefit is subject to his fulfillment of the requirements of the Board's procedure for awarding this benefit.

b. Post retirement insurance stipend of One Thousand Five Hundred Dollars and No Cents ($1,500.00) per year paid directly to TRS for MR. SWANNER'S participation in TRIP until he becomes eligible for Medicare. It is understood that MR. SWANNER's receipt of this benefit is subject to his fulfillment of the requirements of the Board's procedure for awarding this benefit. At any time following MR. SWANNER's retirement prior to his becoming eligible for Medicare, should such payment to TRS for TRIP become impossible, the Board shall discontinue payment to the health insurance program offered by TRS and provide MR. SWANNER with the monetary equivalent of what the Board would have paid for MR. SWANNER for TRIP under this paragraph (as limited by his becoming eligible for Medicare) for his use toward an alternative health insurance program as purchased by MR. SWANNER. Any premium payment required for TRIP or the alternative health insurance selected by MR. SWANNER in excess of the annual benefit described herein, shall be paid by MR. SWANNER.

If, at any time during the term of this Contract or any time following the term of this Contract during which benefits pursuant to this Contract are paid, the Board's payment above is deemed to constitute a discriminatory or otherwise impermissible benefit under law or regulation or other official guidance subjecting the Board or MR. SWANNER to potential penalties, fees, excise taxes, civil fines, employee benefit plan failures or increased tax payments, then the Board may, in its discretion, determine to decrease such payment and make a corresponding increase in another form of compensation to offset the cash value of the reduction in such insurance benefit.

D. POWERS, DUTIES, PERFORMANCE GOALS AND EVALUATION

1. Responsibilities and Duties.

In the role of Principal, MR. SWANNER shall supervise the operation of attendance centers as the Board shall determine necessary and shall have as his primary responsibility the improvement of instruction. MR. SWANNER shall also assume administrative responsibilities and instructional leadership, under the supervision and direction of the Superintendent 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 his assigned attendance area.

MR. SWANNER shall submit recommendations, as requested, to the Superintendent concerning the appointment, retention, promotion, and assignment of all personnel assigned to his attendance centers and shall keep such other registers, records, and reports as may be directed by the Superintendent and the Board or required by law. MR. SWANNER shall be responsible for all obligations contained in the official job description for School District Principals, including the discipline of students in accordance with the requirements of the *School Code* and Board policy.

MR. SWANNER shall be responsible for, and deemed to have knowledge of, all of the policies, rules and regulations established by the Board as well as all provisions of the

School Code and all other relevant local, state, and federal laws and shall comply with their requirements.

2. Extent of Service.

MR. SWANNER shall devote his entire time, attention, and energy to the business of the School District and related professional activities. With the permission of the Superintendent, MR. SWANNER may attend university courses, seminars, or other professional growth activities; serve as a consultant to another district or educational agency for a short-term duration without loss of salary; lecture, and engage in writing activities and speaking engagements. MR. SWANNER may not jeopardize the functioning of the School District by any lengthy or conspicuous absence for such professional activities.

3. Performance Goals and Indicators.

In accordance with the requirements of Section 10-23.8a of the *School Code*, the Parties agree that MR. SWANNER's performance goals and indicators for improving student performance listed herein shall be used by the Board to measure MR. SWANNER'S performance and effectiveness.

The Superintendent shall determine whether MR. SWANNER has met the performance goals referenced herein by using criteria and indicators described in the goals themselves, as well as the Superintendent's own judgment, as to whether MR. SWANNER has exhibited the leadership, guidance, and effort needed to achieve the goals. The Superintendent shall make this determination after an evaluation of MR. SWANNER.

Goal 1. To earn a designation of "Proficient" or better on the Illinois Performance Standards for School Leaders, which comprises **70%** of the annual summative evaluation ratings.

Goal 2. To increase the academic performance of the School District, as measured by an overall increase in Student Performance indicators, in aggregate, based on targets to be established and written in the Administrator Goal-Setting Conference which comprises **30%** of the annual summative evaluation rating.

4. Evaluation.

During the term of this Contract, MR. SWANNER shall be evaluated by the Superintendent or her designee by March 1 of each Contract Year. The evaluation shall be in writing and shall be completed in accordance with Section 5/24A-15 of the *School Code*. One copy of each evaluation shall be included in MR. SWANNER'S personnel file and one copy shall be provided to MR. SWANNER. The Superintendent or her designee will report to the Board the results of the evaluation process.

MR. SWANNER's progress toward and attainment of the performance goals set forth in paragraph D.3 of this Contract will also be assessed. After such evaluation, the Parties may schedule a meeting to review the evaluation and determine, if necessary, the terms and conditions of, and the performance goals for, the continued future employment of MR. SWANNER.

E. RENEWAL, EXTENSION, TERMINATION, RECLASSIFICATION AND TRANSFER

1. Renewal.

After January 1 of the Contract Year in which this Contract expires, the Board and MR. SWANNER may mutually agree to renew the employment of MR. SWANNER. In such event, the Board shall take specific action to enter into a new contract of employment with MR. SWANNER.

2. Non-Renewal.

In the event the Board determines not to renew or extend the employment of MR. SWANNER, this Contract shall expire on June 30, 2021. MR. SWANNER shall receive notice of intent not to renew his employment in accordance with any applicable requirements of the *School Code*.

3. Extension.

Prior to the end of any year of the Contract, the Board and MR. SWANNER may mutually agree to extend the employment of MR. SWANNER for a single or multi-year period, not to exceed the maximum permitted by law, and provided that the performance goals and indicators set forth in this Contract have been met. In such event the Board shall take specific action to discontinue this Contract and enter into a new single or multi-year contract.

4. Amendment.

Any salary or other adjustment or modification made during the life of this Contract shall be in the form of a written amendment and shall become a part of this Contact, but such adjustment or modification shall not be construed as a new contract with MR. SWANNER or as an extension of the termination date of this Contract.

5. Grounds for Termination.

This employment Contract may be terminated at any time during its term by:

a. Receipt of an annual summative evaluation rating of "Needs Improvement" or "Unsatisfactory;"

b. Mutual agreement;

c. Permanent disability (inability to perform essential job functions with or without accommodation);

d. Death;

e. Other specified reason; or

f. Cause.

Discharge for cause during the term of this Contract shall be for any conduct, act, or failure to act by MR. SWANNER, which, in the discretion of the Board, is deemed detrimental to the best interests of the School District. Reasons for discharge for cause shall be given in writing to MR. SWANNER, who shall be entitled to notice and a hearing before the Board to discuss such causes. If MR. SWANNER chooses to be accompanied by legal counsel, he shall bear any costs therein involved. The Board hearing shall be conducted in executive session.

4. Reclassification. Any reclassification at the end of the term of this Contract shall be in

accordance with applicable laws.

5. **Transfer.** Unless otherwise provided by the Contract, during the term of this Contract, MR. SWANNER may be transferred to another position in the School District if it is in the best interests of the School District as determined by the Board in its sole discretion and MR. SWANNER'S salary and benefits provided under this Contract are not reduced.

F. NOTICE / MISCELLANEOUS

1. Any notice required to be given under this Contract shall be deemed sufficient if it is in writing and sent by mail to the last known residence of the MR. SWANNER or the President of the Board, at the administrative office of the School District, as the case may be.

2. This Contract has been executed in Illinois and shall be governed in accordance with the State of Illinois in every respect.

3. Paragraph headings and numbers have been inserted for convenience of reference only and, if there shall be any conflict between such headings or numbers and the text of this Contract, the text shall control.

4. 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.

5. This Contract contains all the terms agreed upon by the Parties with respect to the subject matter of this Contract and supersedes all prior agreements, arrangements, and communications between the Parties concerning such subject matter, whether oral or written.

6. This Contract shall inure to the benefit of and be binding upon the Board and its successors and assigns.

7. The Board retains the right to repeal, change or modify any policies or regulation which it has adopted or may hereafter adopt, subject however to restrictions contained in the *School Code* and other applicable law.

8. Both Parties have had the opportunity to seek the advice of counsel.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the Parties have executed this Agreement this ___ day of _____, 2018, upon formal approval by the Board at a duly convened meeting held this same date.

JOSHUA SWANNER
Principal

_____

(signature)

BOARD OF EDUCATION
WINNETKA DISTRICT NO.36
COOK COUNTY, ILLINOIS

By: _____

President

ATTEST:

_____
Secretary

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THE WINNETKA PUBLIC SCHOOLS DISTRICT 36

1235 Oak Street • Winnetka, IL 60093
phone 847-446-9400 • fax 847-446-9408
www.winnetka36.org

PRINCIPAL'S EMPLOYMENT CONTRACT

11-Month Employee

2018-2021

AGREEMENT made this —— day of _____, 2018, between the BOARD OF EDUCATION OF WINNETKA DISTRICT #36, COOK COUNTY, ILLINOIS, hereinafter referred to as the "Board," and **KELLY TESS** hereinafter referred to as the "Ms. Tess" and hereinafter collectively referred to as the "Parties." Pursuant to Section 10-23.8a of the Illinois *School Code*, the Board hereby finds that Ms. Tess has met the performance goals set forth pursuant to paragraph D.3 of her 2015-2018 Contract. This Principal's Employment Contract ("Contract") hereby replaces and supersedes any contract of employment currently in effect between the Parties as of the commencement date of this Contract as such date is set forth below in paragraph A.1. As such, the employment contract between the Parties dated April 28, 2015, is hereby terminated as of the commencement date of this Contract.

A. EMPLOYMENT AND COMPENSATION

1. Commencement Date, Term of Employment, and Salary.

The Board hereby employs Ms. Tess as a Principal for the period commencing on July 1, 2018, and terminating on June 30, 2021. The term "Contract Year" shall refer to each period under the Contract commencing on July 1 and ending on June 30. In consideration of the compensation set forth herein, Ms. Tess hereby agrees to devote such time, skill, labor and attention to her employment, during the term of this Contract, except as otherwise provided in this Contract, and to perform faithfully the duties of Principal as specified herein. Ms. Tess hereby accepts employment upon the terms and conditions hereinafter set forth.

For the 2018-2021 Contract Years, the Board shall pay Ms. Tess an annual salary of One Hundred Fifty Five Thousand Five Hundred Sixteen Dollars and No Cents **($155,516.00**).

The annual salary shall be paid in equal installments in accordance with the Board policy governing payment of such compensation to other administrative staff. This Contract will consist of 213 work days per Contract Year. Paid work days shall include all days that the teachers are in session and all School District work days in June and August. The 11-month contract provides the month of July as non-paid, non-work days. The specific work days shall be designated by the Superintendent and the School District's calendar. It is understood by the Parties that the number of work days referenced herein is for per diem calculations only and that the actual number of work days may be more or less depending on the School District's official calendar and the Superintendent.

2. Teacher's Retirement System and Health Insurance Security Fund.

In addition to the annual salary stated in paragraph A.1 of this Contract, the Board shall pay on behalf of Ms. Tess, three percent (3%) of her required member contributions to the State of Illinois Teachers' Retirement System ("TRS") for the 2018-2019 Contract Year,

six percent (6%) for the 2019-2020 Contract Year, and nine percent (9%) for the 2020-2021 Contract Year. The balance of the required member contribution for Ms. Tess shall be deducted from Ms. Tess's salary stated in paragraph A.1 of this Contract and paid to TRS by the Board. Further, from the annual salary stated in paragraph A.1 of this Contract withholding shall be made for payment by the Board on behalf of Ms. Tess for her required member contributions to the Teacher Health Insurance Security Fund ("THIS").

Ms. Tess shall not have any right or claim to said amounts contributed by the Board on her behalf, except as they may become available at the time of retirement or resignation from the TRS and the THIS. Both Parties acknowledge that Ms. Tess did not have the option of choosing to receive the contributed amounts directly, instead of having such contributions paid by the Board to the TRS and THIS Fund, and further acknowledge that such contributions are made as a condition of employment to secure Ms. Tess's future services, knowledge and experience.

3. **Creditable Earnings.** The Parties hereby agree that the Board makes no representations regarding the creditable earnings status with respect to any compensation received by Ms. Tess pursuant to the terms of this Contract. Any and all determinations regarding creditable earnings, creditable service and related TRS issues shall be made by TRS and, where applicable, a court of competent jurisdiction.

B. CONDITIONS OF EMPLOYMENT

1. **Professional Educator License.**
During the term of this Contract, Ms. Tess shall hold a valid and properly registered professional educator license with necessary endorsements issued by the Illinois State Educator Preparation and Licensure Board qualifying her to act as a Principal in the School District.

2. **Employment Representations.**
Ms. Tess represents that she is not under contract with any other school district for any portion of the term covered by this contract. Ms. Tess represents that all information provided to the School District in the process of application for employment was true and complete.

3. **Waiver of Tenure.**
Ms. Tess acknowledges that, pursuant to Section 10-23.8a of the Illinois *School Code*, she waives any right to tenure in the School District by virtue of entering into this multi-year contract and any multi-year extension thereof.

4. **Medical Examination.** Ms. Tess shall submit, at Board expense, to a physical or mental examination by a physician licensed in Illinois to practice medicine and surgery in all its branches whenever the Board deems such examination necessary and in accordance with applicable law. As a condition of employment, Ms. Tess also agrees to comply with all health requirements established by law.

C. BENEFITS

1. Cash Benefit.

Ms. Tess will receive a cash benefit stipend in the amount of Thirty Thousand Dollars and No Cents ($30,000) each Contract Year**,** which may, but does not have to be used to purchase insurance benefits.

If, at any time during the term of this Contract, the Board's payment above is deemed to constitute a discriminatory or otherwise impermissible benefit under law or regulation or other official guidance subjecting the Board or Ms. Tess to potential penalties, fees, civil fines, employee benefit plan failures or increased tax payments, then the Board may, in its discretion, determine to decrease such payment and make a corresponding increase in another form of Ms. Tess's compensation to offset the cash value of the reduction in such payment.

The Board's action to increase or otherwise change Ms. Tess's cash benefit stipend amount pursuant to this paragraph shall be in implementation of this provision of this Contract and shall not constitute or require an amendment to this Contract.

2. Sick Leave.

Ms. Tess shall be granted sick leave, as defined in Section 24-6 of *the School Code*, of fifteen (15) working days each Contract Year, which may be accumulated without limitation.

3. Personal Days.

Ms. Tess shall be granted three (3) personal days with full pay each Contract Year. Ms. Tess may accumulate up to five (5) personal days, beyond that, unused personal days shall accumulate as sick leave.

4. Tuition Reimbursement.

Ms. Tess, with approval of the Superintendent, shall be entitled to receive tuition reimbursement from the Board toward completion of an approved and accredited doctoral program or related coursework in which Ms. Tess enrolls as follows: Reimbursement shall not exceed 50% per credit hour for State College or University and 30% for Private College or University for the courses needed to complete the aforementioned program or coursework, and shall be reimbursed upon submission of proof of having successfully completed each course. If Ms. Tess leaves the employment of the Board by her request within twelve (12) months or less following completion of the program, 100% of the reimbursement must be repaid. If Ms. Tess leaves more than twelve (12) months, but not more than twenty-four (24) months after completion of a doctoral program, 66% of those reimbursements must be repaid. If Ms. Tess leaves the School District by her request before completing a doctoral program, she must repay 50% of total tuition reimbursement. Nothing in this paragraph shall act to extend the term of this Contract beyond its stated termination date in paragraph A.1.

5. Retirement.

In addition to the annual salary stated in paragraph A.1 of this Contract, the Board shall

make a non-elective employer contribution in the amount of Three Thousand Dollars and No Cents ($3,000.00) each Contract Year toward an annuity policy or custodial account for Ms. Tess as described in Section 403(b) of the *Internal Revenue Code*, in accordance with the Board's 403(b) Plan, provided and to the extent that the Board maintains a 403(b) Plan that allows for non-elective employer contributions and provided Ms. Tess confirms that any such non-elective contribution is within *Internal Revenue Code* limitations. Ms. Tess shall not have the option to receive this contribution in cash.

After ten (10) years of service in School District 36, and at time of retirement as an Administrator, Ms. Tess will also receive:

a. Post retirement payment of One Thousand Dollars and No Cents ($1,000.00) per Contract Year of administrative service to the School District, non-creditable to TRS based on starting date in School District 36. It is understood that Ms. Tess's receipt of this benefit is subject to her fulfillment of the requirements of the Board's procedure for awarding this benefit.

b. Post retirement insurance stipend of One Thousand Five Hundred Dollars and No Cents ($1,500.00) per year paid directly to TRS for Ms. Tess's participation in TRIP until eligible for Medicare. It is understood that Ms. Tess's receipt of this benefit is subject to her fulfillment of the requirements of the Board's procedure for awarding this benefit. At any time following Ms. Tess's retirement prior to her becoming eligible for Medicare, should such payment to TRS for TRIP become impossible, the Board shall discontinue payment to the health insurance program offered by TRS and provide Ms. Tess with the monetary equivalent to what the Board would have paid for Ms. Tess for TRIP under this paragraph (as limited by her becoming eligible for Medicare) for her use toward an alternative health insurance program as purchased by Ms. Tess. Any premium payment required for TRIP or the alternative health insurance selected by Ms. Tess in excess of the annual benefit described herein, shall be paid by Ms. Tess.

If, at any time during the term of this Contract or any time following the term of this Contract during which benefits pursuant to this Contract are paid, the Board's payment above is deemed to constitute a discriminatory or otherwise impermissible benefit under law or regulation or other official guidance subjecting the Board or Ms. Tess to potential penalties, fees, excise taxes, civil fines, employee benefit plan failures or increased tax payments, then the Board may, in its discretion, determine to decrease such payment and make a corresponding increase in another form of compensation to offset the cash value of the reduction in such insurance benefit.

D. POWERS, DUTIES, PERFORMANCE GOALS AND EVALUATION

1. <u>Responsibilities and Duties.</u>

Ms. Tess shall supervise the operation of attendance centers as the Board shall determine necessary and shall have as her primary responsibility the improvement of instruction. Ms. Tess shall also assume administrative responsibilities and instructional leadership,

under the supervision and direction of the Superintendent 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 her assigned attendance area.

Ms. Tess shall submit recommendations, as requested, to the Superintendent concerning the appointment, retention, promotion, and assignment of all personnel assigned to her attendance centers and shall keep such other registers, records, and reports as may be directed by the Superintendent and the Board or required by law. Ms. Tess shall be responsible for all obligations contained in the official job description for School District Principals, including the discipline of students in accordance with the requirements of the *School Code* and Board policy.

Ms. Tess shall be responsible for, and deemed to have knowledge of, all of the policies, rules and regulations established by the Board and all provisions of the *School Code* and all other relevant local, state, and federal laws and shall comply with their requirements.

2. Extent of Service.

Ms. Tess shall devote her entire time, attention, and energy to the business of the School District and related professional activities. With the permission of the Superintendent, Ms. Tess may attend university courses, seminars, or other professional growth activities; serve as a consultant to another district or educational agency for a short-term duration without loss of salary; lecture, and engage in writing activities and speaking engagements. Ms. Tess may not jeopardize the functioning of the School District by any lengthy or conspicuous absence for such professional activities.

3. Performance Goals and Indicators.

In accordance with the requirements of Section 10-23.8a of the *School Code*, the Parties agree that Ms. Tess's performance goals and indicators for improving student performance shall be used by the Board to measure Ms. Tess's performance and effectiveness.

The Superintendent shall determine whether Ms. Tess has met the performance goals referenced above by using criteria and indicators described in the goals themselves, as well as the Superintendent's own judgment, as to whether Ms. Tess has exhibited the leadership, guidance, and effort needed to achieve the goals. The Superintendent shall make this determination after an evaluation of Ms. Tess.

Goal 1. To earn a designation of "Proficient" or better on the Illinois Performance Standards for School Leaders, which comprises **70%** of the annual summative evaluation ratings.

Goal 2. To increase the academic performance of the School District, as measured by an overall increase in Student Performance indicators, in aggregate, based on targets to be established and written in the Administrator Goal-Setting Conference which comprises **30%** of the annual summative evaluation rating.

4. Evaluation.

During the term of this Contract, Ms. Tess shall be evaluated by the Superintendent or her designee by March 1 of each Contract Year. The evaluation shall be in writing and shall be completed in accordance with Section 5/24A-15 of the *School Code*. One copy of each evaluation shall be included in Ms. Tess's personnel file and one copy shall be provided to Ms. Tess. The Superintendent or her designee will report to the Board the results of the evaluation process.

E. RENEWAL, EXTENSION, TERMINATION, RECLASSIFICATION AND TRANSFER

1. Renewal.

After January 1 of the Contract Year in which this Contract expires, the Board and Ms. Tess may mutually agree to renew the employment of Ms. Tess. In such event, the Board shall take specific action to enter into a new contract of employment with Ms. Tess.

2. Non-Renewal.

In the event the Board determines not to renew the employment of Ms. Tess, this Contract shall expire on June 30, 2021. Ms. Tess shall receive notice of intent not to renew her employment in accordance with any applicable requirements of the *School Code*.

3. Extension.

Prior to January 1 of the Contract Year in which this Contract expires, the Board and Ms. Tess may mutually agree to extend the employment of Ms. Tess for a single or multi-year period, not to exceed the maximum permitted by law, and provided that the performance goals and indicators set forth in this Contract have been met. In such event the Board shall take specific action to discontinue this Contract and enter into a new single or multi-year contract.

4. Grounds for Termination.

This employment Contract may be terminated at any time during its term by:

a. Receipt of an annual summative evaluation rating of "Needs Improvement" or "Unsatisfactory;"

b. Mutual agreement;

c. Permanent disability (inability to perform essential job functions with or without accommodation);

d. Death;

e. Other specified reason; or

f. Cause.

Discharge for cause during the term of this Contract shall be for any conduct, act, or failure to act by Ms. Tess, which, in the discretion of the Board, is deemed detrimental to the best interests of the School District. Reasons for discharge for cause shall be given in writing to Ms. Tess, who shall be entitled to notice and a hearing before the Board to discuss such causes. If Ms. Tess chooses to be

accompanied by legal counsel, she shall bear any costs therein involved. The Board hearing shall be conducted in executive session.

4. **Reclassification.** Any reclassification at the end of the term of this Contract shall be in accordance with applicable laws.

5. **Transfer.** During the term of this Contract, Ms. Tess may be transferred to another position in the School District if it is in the best interests of the School District as determined by the Board in its sole discretion and Ms. Tess's salary and benefits provided under this Contract are not reduced.

F. NOTICE / MISCELLANEOUS

1. Any notice required to be given under this Contract shall be deemed sufficient if it is in writing and sent by mail to the last known residence of Ms. Tess or the President of the Board at the administrative office of the School District, as the case may be.

2. This Contract has been executed in Illinois and shall be governed in accordance with the State of Illinois in every respect.

3. Paragraph headings and numbers have been inserted for convenience of reference only and, if there shall be any conflict between such headings or numbers and the text of this Contract, the text shall control.

4. 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.

5. This Contract contains all the terms agreed upon by the Parties with respect to the subject matter of this Contract and supersedes all prior agreements, arrangements, and communications between the Parties concerning such subject matter, whether oral or written.

6. This Contract shall inure to the benefit of and be binding upon the Board and its successors and assigns.

7. The Board retains the right to repeal, change or modify any policies or regulation which it has adopted or may hereafter adopt, subject however to restrictions contained in the *School Code* and other applicable law.

8. Both Parties have had the opportunity to seek the advice of counsel.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the Parties have executed this Agreement this ____ day of _____, 2018, upon formal approval by the Board at a duly convened meeting held this same date.

KELLY TESS
Principal

_____

(signature)

BOARD OF EDUCATION
WINNETKA DISTRICT NO.36
COOK COUNTY, ILLINOIS

By: _____

President

ATTEST:

_____
Secretary

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THE WINNETKA PUBLIC SCHOOLS DISTRICT 36

1235 Oak Street • Winnetka, IL 60093
phone 847-446-9400 • fax 847-446-9408
www.winnetka36.org

ASSISTANT PRINCIPAL'S EMPLOYMENT CONTRACT

11-Month Employee

2018-2019

AGREEMENT made this ____ day of _____, 2018, between the BOARD OF EDUCATION OF WINNETKA DISTRICT #36, COOK COUNTY, ILLINOIS, hereinafter referred to as the "Board," and **ANTHONY VENETICO** hereinafter referred to as "Mr. Venetico" and hereinafter collectively referred to as the "Parties." Pursuant to Section 10-23.8a of the Illinois *School Code*, the Board hereby finds that Mr. Venetico has met the performance goals set forth pursuant to paragraph D.3 of his 2016-2018 Contract. This Assistant Principal's Employment Contract ("Contract") hereby replaces and supersedes any contract of employment currently in effect between the Parties as of the commencement date of this Contract as such date is set forth below in paragraph A.1. As such, the employment contract between the Parties dated May 17, 2016, is hereby terminated as of the commencement date of this Contract.

A. EMPLOYMENT AND COMPENSATION

1. Commencement Date, Term of Employment, and Salary.

The Board hereby employs Mr. Venetico for one year, commencing on July 1, 2018, and terminating on June 30, 2019, at an annual salary of One Hundred Two Thousand Nine Hundred Seven Dollars and No Cents **($102,907.00)**. In consideration of the compensation set forth herein, Mr. Venetico hereby agrees to devote such time, skill, labor and attention to his employment, during the term of the Agreement, except as otherwise provided in this Agreement, and to perform faithfully the duties of Assistant Principal as specified herein. Mr. Venetico hereby accepts employment upon the terms and conditions hereinafter set forth.

The annual salary shall be paid in equal installments in accordance with the Board policy governing payment of such compensation to other administrative staff. This Contract will consist of 213 work days during its term. Paid work days shall include all days that the teachers are in session and all School District work days in June and August. The 11-month contract provides the month of July as non-paid, non-work days. The specific work days shall be designated by the Superintendent and the School District's calendar. It is understood by the Parties that the number of work days referenced herein is for per diem calculations only and that the actual number of work days may be more or less depending on the School District's official calendar and the Superintendent.

2. Teacher's Retirement System and Health Insurance Security Fund.

In addition to the annual salary stated in paragraph A.1 of this Contract, the Board shall pay on behalf of Mr. Venetico, three percent (3%) of his required member contributions to the State of Illinois Teachers' Retirement System ("TRS"). The balance of the required member contribution (currently 6% (calculated by subtracting 3% from 9%)) for Mr. Venetico shall be deducted from Mr. Venetico's salary stated in paragraph A.1 of this Contract and paid to TRS by the Board. Further, from the annual salary stated in

paragraph A.1 of this Contract withholding shall be made for payment by the Board on behalf of Mr. Venetico for his required member contributions to the Teacher Health Insurance Security Fund ("THIS").

Mr. Venetico shall not have any right or claim to said amounts contributed by the Board on his behalf, except as they may become available at the time of retirement or resignation from the TRS and the THIS. Both Parties acknowledge that Mr. Venetico did not have the option of choosing to receive the contributed amounts directly, instead of having such contributions paid by the Board to the TRS and THIS Fund, and further acknowledge that such contributions are made as a condition of employment to secure Mr. Venetico's future services, knowledge and experience.

3. **Creditable Earnings.** The Parties hereby agree that the Board makes no representations regarding the creditable earnings status with respect to any compensation received by Mr. Venetico pursuant to the terms of this Contract. Any and all determinations regarding creditable earnings, creditable service and related TRS issues shall be made by TRS and, where applicable, a court of competent jurisdiction.

B. CONDITIONS OF EMPLOYMENT

1. **License.**
During the term of this Contract, Mr. Venetico shall hold a valid and properly registered professional educator license with necessary endorsements issued by the Illinois State Educator Preparation and Licensure Board qualifying him to act as an Assistant Principal in the School District.

2. **Employment Representations.**
Mr. Venetico represents that he is not under contract with any other school district for any portion of the term covered by this Contract. Mr. Venetico represents that all information provided to the School District in the process of application for employment was true and complete.

3. **Medical Examination.** Mr. Venetico shall submit, at Board expense, to a physical or mental examination by a physician licensed in Illinois to practice medicine and surgery in all its branches whenever the Board deems such examination necessary and in accordance with applicable law. As a condition of employment, Mr. Venetico also agrees to comply with all health requirements established by law.

C. BENEFITS

1. **Cash Benefit.**
Mr. Venetico will receive a cash benefit stipend in the amount of Thirty Thousand Dollars and No Cents ($30,000) during the term of this Contract, which may but does not have to be used to purchase insurance benefits.

If, at any time during the term of this Contract, the Board's payment above is deemed to constitute a discriminatory or otherwise impermissible benefit under law or regulation or

other official guidance subjecting the Board or Mr. Venetico to potential penalties, fees, excise taxes, civil fines, employee benefit plan failures or increased tax payments, then the Board may, in its discretion, determine to decrease such payment and make a corresponding increase in another form of Mr. Venetico's compensation to offset the cash value of the reduction in such payment.

The Board's action to increase or otherwise change Mr. Venetico's cash benefit stipend amount pursuant to this paragraph shall be in implementation of this provision of this Contract and shall not constitute or require an amendment to this Contract.

2. <u>Sick Leave.</u>

Mr. Venetico shall be granted sick leave, as defined in Section 24-6 of *the School Code*, of fifteen (15) working days during the term of this Contract, which may be accumulated without limitation.

3. <u>Personal Days.</u>

Mr. Venetico shall be granted three (3) personal days with full pay during the term of this Contract. Mr. Venetico may accumulate up to five (5) personal days, beyond that, unused personal days shall accumulate as sick leave.

4. <u>Tuition Reimbursement.</u>

Mr. Venetico, with approval of the Superintendent, shall be entitled to receive tuition reimbursement from the Board toward completion of an approved and accredited doctoral program or related coursework in which Mr. Venetico enrolls as follows: Reimbursement shall not exceed 50% per credit hour for State College or University and 30% for Private College or University for the courses needed to complete the aforementioned program or coursework, and shall be reimbursed upon submission of proof of having successfully completed each course. If Mr. Venetico leaves the employment of the Board by his request within twelve (12) months or less following completion of the program, 100% of the reimbursement must be repaid. If Mr. Venetico leaves more than twelve (12) months, but not more than twenty-four (24) months after completion of a doctoral program, 66% of those reimbursements must be repaid. If Mr. Venetico leaves the School District by his request before completing a doctoral program, he must repay 50% of total tuition reimbursement. Nothing in this paragraph shall act to extend the term of this Contract beyond its stated termination date in paragraph A.1.

5. <u>Retirement.</u>

In addition to the annual salary stated in paragraph A.1 of this Contract, the Board shall make a non-elective employer contribution in the amount of Three Thousand Dollars and No Cents ($3,000.00) during the Contract term toward an annuity policy or custodial account for Mr. Venetico as described in Section 403(b) of the *Internal Revenue Code*, in accordance with the Board's 403(b) Plan, provided and to the extent that the Board maintains a 403(b) Plan that allows for non-elective employer contributions and provided Mr. Venetico confirms that any such non-elective contribution is within *Internal Revenue Code* limitations. Mr. Venetico shall not have the option to receive this contribution in cash.

After ten (10) years of service in School District 36, and at time of retirement as an Administrator, Mr. Venetico will also receive:

a. Post retirement payment of One Thousand Dollars and No Cents ($1,000.00) per Contract Year of administrative service to the School District, non-creditable to TRS based on starting date in School District 36. It is understood that Mr. Venetico's receipt of this benefit is subject to his fulfillment of the requirements of the Board's procedure for awarding this benefit.

b. Post retirement insurance stipend of One Thousand Five Hundred Dollars and No Cents ($1,500.00) per year paid directly to TRS for Mr. Venetico's participation in TRIP until he becomes eligible for Medicare. It is understood that Mr. Venetico's receipt of this benefit is subject to his fulfillment of the requirements of the Board's procedure for awarding this benefit. At any time following Mr. Venetico's retirement prior to his becoming eligible for Medicare, should such payment to TRS for TRIP become impossible, the Board shall discontinue payment to the health insurance program offered by TRS and provide Mr. Venetico with the monetary equivalent to what the Board would have paid for Mr. Venetico for TRIP under this paragraph (as limited by his becoming eligible for Medicare) for his use toward an alternative health insurance program as purchased by Mr. Venetico. Any premium payment required for TRIP or the alternative health insurance selected by Mr. Venetico in excess of the annual benefit described herein, shall be paid by Mr. Venetico.

If, at any time during the term of this Contract or any time following the term of this Contract during which benefits pursuant to this Contract are paid, the Board's payment above is deemed to constitute a discriminatory or otherwise impermissible benefit under law or regulation or other official guidance subjecting the Board or Mr. Venetico to potential penalties, fees, excise taxes, civil fines, employee benefit plan failures or increased tax payments, then the Board may, in its discretion, determine to decrease such payment and make a corresponding increase in another form of compensation to offset the cash value of the reduction in such insurance benefit.

D. POWERS, DUTIES, PERFORMANCE GOALS AND EVALUATION

1. Responsibilities and Duties.

In the role of Assistant Principal Mr. Venetico, as directed in his job description, shall assist the Superintendent in the administrative operation and management of the School District. Mr. Venetico shall also assume any additional administrative responsibilities and duties as may be assigned, under the supervision and direction of the Superintendent 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 District.

In the role of Assistant Principal, Mr. Venetico shall supervise the operation of attendance centers as the Board shall determine necessary and shall have as his primary responsibility

the improvement of instruction. Mr. Venetico shall also assume administrative responsibilities and instructional leadership, under the supervision and direction of the Superintendent 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 his assigned attendance areas.

Mr. Venetico shall submit recommendations, as requested, to the Superintendent concerning the appointment, retention, promotion, and assignment of all personnel assigned to his attendance centers and shall keep such other registers, records, and reports as may be directed by the Superintendent and the Board or required by law. Mr. Venetico shall be responsible for all obligations contained in the official job description for School District Assistant Principals, including the discipline of students in accordance with the requirements of the *School Code* and Board policy.

Mr. Venetico shall be responsible for, and deemed to have knowledge of, all of the policies, rules and regulations established by the Board as well as all provisions of the *School Code* and all other relevant local, state, and federal laws and shall comply with their requirements.

2. Extent of Service.

Mr. Venetico shall devote his entire time, attention, and energy to the business of the School District and related professional activities. With the permission of the Superintendent, Mr. Venetico may attend university courses, seminars, or other professional growth activities; serve as a consultant to another district or educational agency for a short-term duration without loss of salary; lecture, and engage in writing activities and speaking engagements. Mr. Venetico may not jeopardize the functioning of the School District by any lengthy or conspicuous absence for such professional activities.

3. Evaluation.

During the term of this Contract, Mr. Venetico shall be evaluated by the Superintendent or her designee by March 1. The evaluation shall be in writing and shall be completed in accordance with Section 5/24A-15 of the *School Code*. One copy of such evaluation shall be included in Mr. Venetico's personnel file and one copy shall be provided to Mr. Venetico. The Superintendent or her designee will report to the Board the results of the evaluation process.

E. RENEWAL, TERMINATION, RECLASSIFICATION AND TRANSFER

1. Renewal.

After January 1 of the Contract term, the Board and Mr. Venetico may mutually agree to renew the employment of Mr. Venetico. In such event, the Board shall take specific action to enter into a new contract of employment with Mr. Venetico.

2. Non-Renewal.

In the event the Board determines not to renew the employment of Mr. Venetico, this Contract shall expire on June 30, 2019. Mr. Venetico shall receive notice of intent not to renew his employment in accordance with any applicable requirements of the *School Code*.

3. **Grounds for Termination.**
This employment Contract may be terminated at any time during its term by:

a. Receipt of an annual summative evaluation rating of "Needs Improvement" or "Unsatisfactory;"

b. Mutual agreement;

c. Permanent disability (inability to perform essential job functions with or without accommodation);

d. Death;

e. Other specified reason; or

f. Cause.
Discharge for cause during the term of this Contract shall be for any conduct, act, or failure to act by Mr. Venetico, which, in the discretion of the Board, is deemed detrimental to the best interests of the School District. Reasons for discharge for cause shall be given in writing to Mr. Venetico, who shall be entitled to notice and a hearing before the Board to discuss such causes. If Mr. Venetico chooses to be accompanied by legal counsel, he shall bear any costs therein involved. The Board hearing shall be conducted in executive session.

4. **Reclassification.** Any reclassification at the end of the term of this Contract shall be in accordance with applicable laws.

5. **Transfer.** During the term of this Contract, Mr. Venetico may be transferred to another position in the School District if it is in the best interests of the School District as determined by the Board in its sole discretion and Mr. Venetico's salary and benefits provided under this Contract are not reduced.

F. NOTICE / MISCELLANEOUS

1. Any notice required to be given under this Contract shall be deemed sufficient if it is in writing and sent by mail to the last known residence of the Mr. Venetico or the President of the Board at the administrative office of the School District, as the case may be.

2. This Contract has been executed in Illinois and shall be governed in accordance with the State of Illinois in every respect.

3. Paragraph headings and numbers have been inserted for convenience of reference only and, if there shall be any conflict between such headings or numbers and the text of this Contract, the text shall control.

4. 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.

5. This Contract contains all the terms agreed upon by the Parties with respect to the subject matter of this Contract and supersedes all prior agreements, arrangements, and communications between the Parties concerning such subject matter, whether oral or written.

6. This Contract shall inure to the benefit of and be binding upon the Board and its successors and assigns.

7. The Board retains the right to repeal, change or modify any policies or regulation which it has adopted or may hereafter adopt, subject however to restrictions contained in the *School Code* and other applicable law.

8. Both Parties have had the opportunity to seek the advice of counsel.

IN WITNESS WHEREOF, the Parties have executed this Agreement this ___ day of ___, 2018, upon formal approval by the Board at a duly convened meeting held this same date.

ANTHONY VENETICO
Assistant Principal

_____

(signature)

BOARD OF EDUCATION
WINNETKA DISTRICT NO.36
COOK COUNTY, ILLINOIS

By: _____

President

ATTEST:

_____

Secretary

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