Board of Education Agenda Thornton Fractional Township H.S. District 215 Regular Meeting



Tuesday, May 26, 2020 Virtual Meeting Only- 6:00 p.m. Join using URL:

https://us02web.zoom.us/j/88301372487

| | I. | Call To Order | |
|---|-------|---|---|
| | II. | Roll Call | |
| | III. | Communication A. Freedom of Information Report B. Public Comment- email to dnewman@tfd215.org by noon C. Building Reports | |
| | IV. | Superintendent's Report- E-Learning Update | |
| | V. | Future Meetings A. Committee of the Whole: 6.10.2020, 5:00 p.m. B. Regular Meeting: 6.23.2020, 6:00 p.m. | |
| | VI. | Approval of Minutes – Open & Closed A. Regular Meeting: 4.28.2020 B. Reorganization Meeting: 4.28.2020 C. Committee of the Whole Meeting: 5.13.2020 D. Special Meetings: 4.8.2020, 4.14.2020,4.15.2020, 4.16.2020, 4.21.2020, 4.23.2020, 4.27.2020, 4.28.2020 | Exhibit 1 |
| Action Action Action Action Action No Action Action | VII. | New Business A. IASB Membership Dues 2020-2021 B. Class Rank Class of 2020 C. Student Handbook 2020-2021 D. Revised Student Fees & Waivers E. Financial Report F. Work Rules & Regulations Admin. Support Staff- 1st read G. Superintendent Contract | Exhibit 2 Exhibit 3 Exhibit 4 Exhibit 5 Exhibit 6 Exhibit 7 Exhibit 8 |
| | VIII. | Closed Session A. Personnel: Employment, Compensation, Discipline, Performance, or Dismissal for Specific Employees B. Pending Litigation | |
| Action | IX. | Personnel Report | Exhibit 9 |
| Action | X. | Personnel Addendum | Exhibit 10 |

| Action | XI. | Other Matters: A. Student Transportation Contract Amendment | Exhibit 11 |
|--------|------|--|------------|
| | XII. | Adjourn | |
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MEMORANDUM

To:

Dr. Teresa A. Lance, Superintendent

From:

Mike Fies, Assistant Superintendent of Teaching & Learning

Date:

May 14, 2020

Subject:

Calculating Class Rank for the Class of 2020

Current Policy: ADMINISTRATIVE PROCEDURE 6111.5 of 10

F. Rank in Class

Class rank shall be computed by the following procedures:

- 1. All students shall be ranked at the end of each semester.
- 2. All students who have the same class designation in their student number are ranked.
- 3. The grade point average is computed to three (3) decimal places then rounded off to two (2) places.
- 4. The semester rank shall be the official rank recorded on the student's permanent record.
- 5. Selection of Valedictorian: The student(s) who has the highest G.P.A. after completing all required course work shall be designated valedictorian. In the event of a tie, there shall be multiple valedictorians.
- 6. Selection of Salutatorian: The student(s) who has the highest G.P.A. after the valedictorian(s) has been selected after completing all required course work shall be designated salutatorian. In the event of ties, there shall be multiple salutatorians.

Recommendation:

Based on the statewide COVID-19 closure, District 215's current class rank process for the Class of 2020 needs to be adjusted. Calculation of Valedictorian and Salutatorian should be based on completion of all required coursework after seven semesters (December 2019).



MEMORANDUM

To: Teresa A. Lance, Superintendent

From: Charles DiMartino

Date: May 18, 2020

Subject: Revised Student Fees and Fee Waivers

Recommendation

That Board of Education approve the following revisions to Student Fees:

Student Fees and Fee Waivers for the 2019 - 2020 School Year

- Senior fee is unchanged at \$50.00 waived.
- Transcripts for graduates directly to institutions up to five at no charge.

Student Fees and Fee Waivers for the 2020 - 2021 School Year

- Summer School Tuition fee is unchanged at \$140.00 lowered to \$70.00 per class.
- Senior VSA Summer Intersession will be lowered to \$50 per course.
- Driver training course fee is unchanged at \$275.00 lowered to \$250.00 for behind-the-wheel.

Background

Student Fees and Fee Waivers for the 2019 - 2020 School Year

As a result of COVID-19, traditional graduation ceremonies have been cancelled. The fee collected for this ceremony will be refunded, if there are no other fees outstanding.

Senior students/graduates may request up to five official transcripts to be delivered directly to post-secondary institutions (e.g. colleges, universities, vocational schools, military) at no charge.

Student Fees and Fee Waivers for the 2020 - 2021 School Year

As a result of the financial crisis caused by COVID-19, summer school courses and senior VSA courses will be reduced by 50%.

Driver Education fees over \$250 require a waiver from ISBE. Our approved waiver is due to expire in June. Given the current financial climate, lowering the fee to \$250 would be appropriate. Therefore, the district need not re-apply for a waiver at this time.

Thornton Fractional Township High Schools District 215 Tuesday, May 26, 2020 Financial Items

1. List of Bills

| Fund | Regular Bills | Imprest Bills |
|----------------------------|--------------------|---------------|
| Educational | \$ 884,450.15 | \$ - |
| Special Education | | |
| Operations and Maintenance | \$ 127,051.74 | |
| Debt Service | | |
| Transportation | \$ 309,700.92 | |
| Capital Projects | \$ 7,010.00 | |
| Tort Liability | | |
| Totals | \$ 1,328,212.81 | \$ - |

Recommended Motion:

That the Board of Education approve the payment of Regular Bills in the amount of

\$1,328,212.81 and Imprest Bills in the amount of **\$0.00**

2. Payroll

Monthly Payroll Report

| Fund | |
|---------------------------------|--------------------|
| Education | \$ 2,535,794.14 |
| Operations Building Maintenance | \$ 172,208.32 |
| Transportation | \$ 1,341.10 |
| Total | \$ 2,709,343.56 |

Recommended Motion:

That the Board of Education accept the Monthly Payroll Report for the month of April, 2020 in the amount of \$2,709,343.56 and approve payment for the month of June, 2020.

3. Grants, Gifts and Donations

| Company/Club | Purpose/Item | <u>Amount</u> |
|-----------------|---------------------------|---------------|
| GENYOUth | Covid-19 South Cafeteria | \$ 2,000.00 |
| GENYOUth | Covid-19 North Cafeteria | \$ 2,000.00 |
| Ms. Monica Ruiz | TFS Dreamers Scholarships | \$ 1,000.00 |

Recommended Motion:

That the Board of Education accept the above Grant(s)/Donation(s) for the 2019-20 school year.

4. Memorandum to approve the Annual Service Agreement with B&R Bleachers

Recommended Motion:

That the Board of Education accept the Agreement for the Multi-Year Annual Service Agreement with B&R Bleachers in the amount of \$12,684 for TF North and \$13,643 for TF South.

5. Memorandum to approve the engagement of Meristem Advisors, LLC

Recommended Motion:

That the Board of Education accept the engagement of Meristem Advisors, LLC as Municipal Advisor to provide analysis and services with respect to the issuance of municipal securities.

See attached memo.

6. Memorandum to approve the agreement with Hartgrove Behavioral System

Recommended Motion:

That the Board of Education accept the two year agreement with Hartgrove Behavioral Health System to provide ongoing mental and behavioral health services. See attached memo.

7. Ombudsman Educational Services Contract for FY 2020-21

Recommended Motion:

That the Board of Education accept the recommendation of the Administration to approve the Ombudsman Educational Services Contract for the 2020-21 school year. See attached memo.

8. Memorandum to approve the partnership with Courageous Conversations

Recommended Motion:

That the Board of Education accept the two year contract with Courageous Conversations to provide professional development services for training and ongoing support during FY20/21 and FY21/22. See attached memo.

TF South High School

Memo

To:

Dr. Teresa A. Lance

From:

Mr. Jake Gourley Υ

CC:

Mr. Charles DiMartino

Date:

May 11, 2020

Re:

Dreamers Donation

Dr. Lance,

Please recommend that the Board of Education approve a donation from Ms. Monica Ruiz in the amount of \$1000 to the TFS Dreamers Club. Ms. Ruiz has graciously contributed \$500 toward Dreamers Scholarships and 5 - \$100 gift cards for families of Dreamer students.

Thank you,

Jake Gourley, Principal



MEMORANDUM

To: Dr. Teresa Lance, Superintendent

From: Tim Stephan, Director of Facilities

Date: May 13, 2020

Subject: B&R Bleachers Multi-Year Service Agreement

Recommended Action:

That the Board of Education approve the 5-year Planned Service Agreement with B & R Bleachers starting July 1,2020 and ending June 30, 2025

Background Information:

B & R Bleachers is the company we have used to inspect and repair our bleachers, backstops and divider curtains. Although they offer a one-year inspection and service agreement, a multi-year service agreement provides an additional discount and includes free annual inspections of all gymnasium bleachers, backstops and divider curtains as well as football field bleachers. In addition to the mandated annual inspection, the agreement includes the general servicing of checking, adjusting and tightening as needed. Annually, a detailed report is provided of any needed repairs or safety code upgrades that may be required, along with pricing.

Annual Service and Inspection with multi-year-agreement

North –\$12,684.

South -\$13,643.

Annual Service and Inspection without a multi-year agreement

North – \$15,523.

South - \$15,423.

First year savings - \$4,619.

Minimum savings over five years, not considering potential increases - \$23,095.



M E M O R A N D U M

To: Teresa A. Lance, Superintendent

From: Charles DiMartino

Date: May 18, 2020

Subject: Engage Municipal Advisor

Recommendation

Authorize the engagement of Meristem Advisors, LLC as Municipal Advisor to provide analysis and services with respect to the issuance of municipal securities.

Background

The District's outstanding debt consists of both voted and non-voted general obligation bonds. Debt service for non-voted bonds is capped at the Debt Service Extension Base ("DSEB"). The District's DSEB is the most that the District can levy in a year for non-voted general obligation debt service.

The difference between the DSEB and the District's current non-voted debt service is available for debt service on new bonds. This unused difference gives the District the ability to borrow approximately \$5 million.

In addition, the District can also refund outstanding callable non-voted bonds for additional capacity. Anticipated interest savings of approximately \$650,000 can also be used for capital projects.

During the same time frame, district bonds issued with the 2002 referendum of approximately \$20 million will be maturing, thus creating an opportunity to access new financial resources without increasing real estate taxes.

The District's borrowing capacity is sensitive to interest rates: a 0.10% increase in rates reduces capacity by approximately \$120,000.

Meristem Advisors' President, James Rachlin, has 25 years of experience working with Illinois schools and municipalities for their borrowing needs.

Mr. Rachlin has helped our district for many years, starting with the 2002 referendum and the subsequent refunding and structuring additional voted and non-voted issues since then.



Memorandum

To:

Dr. Teresa A. Lance

Superintendent

From:

Dr. Rena Whitten

Assistant Superintendent of Student Services

Date:

May 17, 2020

Subject:

Partnership with Hartgrove Behavioral Health System

Motion: Recommend the Board of Education approve the terms of the agreement between Thornton Fractional Township High School District 215 and Hartgrove Behavioral Health System. This agreement will allow the development of the Hartgrove-District 215 Counseling Center designed to provide ongoing mental and behavioral health services to students and families within the school community.

The agreement for these services is attached for your review.



Memorandum

To:

Dr. Theresa A. Lance

Superintendent

From:

Dr. Rena Whitten

Assistant Superintendent of Student Services

Date:

May 17, 2020

Subject:

Ombudsman Educational Services agreement

Motion: Recommend the Board of Education approve the agreement with Ombudsman Educational Services as a provider of alternative educational services to District 215 students.

The agreement for these services is attached for your review.



Memorandum

To:

Dr. Teresa A. Lance

Superintendent

From:

Dr. Rena Whitten

Assistant Superintendent of Student Services

Date:

May 17, 2020

Subject:

Partnership with Courageous Conversations

Motion: Recommend the Board of Education approve the terms of the agreement for professional development services between Thornton Fractional Township High School District 215 and Pacific Educational Group, Inc. also known as Courageous Conversations. This agreement will allow District 215 staff to receive training and ongoing support in creating an equitable learning environment while addressing systemic issues of race.

The agreement for these services is attached for your review.

Personnel Report May 26, 2020

1. It is recommended that the Board of Education approve the retirement of Vasiliki Drillias, Special Education Paraprofessional at T.F. North, effective December 18, 2020.

EMPLOYEE RETIREMENT
VASILIKI DRILLIAS

2. It is recommended that the Board of Education approve the dismissal of Tristan Stovall, Deans' Assistant at T.F. North, effective June 1, 2020.

EMPLOYEE DISMISSAL
TRISTAN STOVALL

 It is recommended that the Board of Education approve the employment of Dwight DeRamus as a Special Education Teacher at T.F. South, effective for the 2020-2021 school term.

EMPLOYMENT

DWIGHT DERAMUS

4. It is recommended that the Board of Education approve the employment of Sahed Yousef as a Math Teacher at T.F. South, effective for the 2020-2021 school term.

EMPLOYMENT
SAHED YOUSEF

5. It is recommended that the Board of Education approve the 2020-2021 employment contracts of the following administrators, as discussed in closed session:

ADMINISTRATOR EMPLOYMENT CONTRACTS

John Robinzine Brian Bergthold Marc Brewe Brian Rucinski Lisa Bouler Daniels **Kerry Schuldes** Michael Fies **Timothy Stephan Omari Garrett** Becky Szuba Lauren Gladu Ta'Shara Tate Jacob Gourley Paul Wakefield Dawn Walker April Jerger LaQuesha Martin Mychael Webb Janice Opitz Rena Whitten John O'Rourke **Raymond Williams**

6. It is recommended that the Board of Education approve a salary adjustment for David Tripp, Building Foreman at T.F. South, as discussed in closed session.

SALARY ADJUSTMENT DAVID TRIPP

7. It is recommended that the Board of Education approve the reassignment of Malika Marshall from HR Coordinator to Executive Assistant for Human Resources, effective July 1, 2020.

EMPLOYEE REASSIGNMENT
MALIKA MARSHALL

8. It is recommended that the Board of Education approve the reassignment of Raymond Smith from part-time English Teacher to full-time English Teacher at T.F. North, effective for the 2020-2021 school term.

EMPLOYEE REASSIGNMENT RAYMOND SMITH

9. It is recommended that the Board of Education approve the reassignment of Margaret Blahunka from Math Teacher to Math Team Lead at T.F. South, effective for the 2020-2021 school term.

EMPLOYEE REASSIGNMENT
MARGARET BLAHUNKA

10. It is recommended that the Board of Education accept Michael Anaclerio's resignation from his Team Lead duties and subsequent reassignment to Social Studies Teacher for the 2020-2021 school term.

TEAM LEAD RESIGNATION MICHAEL ANACLERIO

11. It is recommended that the Board of Education approve discipline for Omari Garrett, Athletic Director at T.F. North, as discussed in closed session.

EMPLOYEE DISCIPLINE
OMARI GARRETT

Personnel Report May 26, 2020

12. It is recommended that the Board of Education approve the following extracurricular releases, resignations and appointments, effective immediately:

EXTRA-CURRICULAR RELEASES,
RESIGNATIONS & APPOINTMENTS

T.F. North

Releases:

Marcus Thomas, Football Assistant Coach*

13. It is recommended that the Board of Education approve the following staff for summer school 2020:

SUMMER SCHOOL EMPLOYMENT

VSA Facilitator – Jillian Altenburg
 Cafeteria Aides – Juan Barraza Garcia, Earnestine Hayes, Brenda McField,
 Anya Pittman

14. It is recommended that the Board of Education approve the following volunteer for the 2020-2021 school term: Charles DiMartino.

VOLUNTEERS

ADDENDUM TO PERSONNEL REPORT MAY 26, 2020

1. It is recommended that the Board of Education approve the employment of Shakira Gross as a Custodian at T.F. North, effective June 1, 2020.

EMPLOYMENT
SHAKIRA GROSS

2. It is recommended that the Board of Education approve the following staff for summer school 2020:

SUMMER SCHOOL EMPLOYMENT

Cafeteria Aides – Michelle Giordano, Regina Houston, Dyron Smith, Amber Williams

AGREEMENT BETWEEN THE BOARD OF EDUCATION

OF

THORNTON FRACTIONAL TOWNSHIP HIGH SCHOOL DISTRICT 215 AND DR. SOPHIA JONES-REDMOND

THE FOLLOWING IS HEREBY AGREED by and between the Board of Education of the Thornton Fractional Township High School, District 215, Cook County, Illinois, hereinafter designated "Board" and Dr. Sophia Jones-Redmond, hereinafter designated "Superintendent":

A. EMPLOYMENT AND COMPENSATION

- 1. The Superintendent is employed by the Board as Superintendent of Schools of Thornton Fractional Township High School District 215, Cook County, Illinois, from July 1, 2020 through June 30, 2023. The Superintendent's annual salary shall be one hundred ninety thousand dollars (\$190,000) for July 1, 2020 through June 30, 2021. Annual salaries in subsequent years of this Agreement shall include a three percent (3%) increase over the immediately prior year's annual salary. The Superintendent's salary shall be paid in equal installments in accordance with the rules of the Board governing payments of other administrative staff members in the District.
- 2. Any salary or other adjustment or modification made during the life of this Agreement shall be in the form of a written amendment and shall become a part of this Agreement.
- 3. In addition to the salary stated in Paragraph 1 of this Agreement, the Board shall pick up and pay on behalf of the Superintendent to the State of Illinois Teachers' Retirement System ("TRS") the Superintendent's entire retirement contribution to the Illinois Teachers' Retirement System and the Illinois Health Insurance Security Fund ("THIS") pursuant to the Illinois Pension Code. It is the intention of the parties to qualify all such payments picked up and paid by the Board on the Superintendent's behalf as employer payments pursuant to Section 414(h)

of the *Internal Revenue Code of 1986*, as amended. The Superintendent shall have no right or claim to the funds so remitted except as they may subsequently become available upon retirement or resignation from TRS. The Superintendent does not have the option of choosing to receive the contributed amounts directly instead of having those contributions paid by the Board to TRS. However, if any legislation or rule is enacted that limits the employer's ability to perform its obligations under this paragraph, or otherwise reduces its obligations, the Board shall pay the difference to the Superintendent as salary to the extent the Board's total cost for salary and pick up of the TRS and THIS contribution equals the Board's total cost before enactment of such legislation. The Board and Superintendent's implementation herein shall be pursuant to this provision and shall not constitute or require an amendment to this Agreement.

4. During the term of this Agreement, the Superintendent shall furnish to the Board a valid and properly registered certificate or license qualifying her to act as Superintendent of the School District in accordance with the laws of the State of Illinois.

B. BENEFITS

1. <u>Business/Auto/Technology Expenses.</u> The Board may reimburse the Superintendent with Board approval for reasonable monthly expenses incurred in the performance of her duties. Itemization shall be made by the Superintendent of all expenses incurred.

It is understood by both Parties that the Board has substantial reasons relating to District business for providing the Superintendent with a cellular telephone such that the provision of such telephone and service is primarily for non-compensatory business reasons. Those reasons include:

(1) the ability of the Board and District staff to reach the Superintendent at all times for work-related emergencies; (2) the Board's requirement that the Superintendent be able to speak with the Board and District staff and consultants at times when she is away from the office; and (3) the

Board's expectation that the Superintendent will need to contact the District while in another time zone before and after normal work hours. Therefore, for each Contract Year, the Board shall select and provide a cellular phone and corresponding service for the use by the Superintendent.

The Board shall provide and retain ownership of, a laptop and tablet computers, with appropriate data and broadband access services to facilitate the Superintendent's work and business communications.

The Superintendent's personal and professional use of the laptop computers, tablet and the mobile telephone shall be subject to the Board's electronic network policy.

As a condition of her employment, the Superintendent shall own or lease a vehicle which shall enable her to attend to her duties, including but not limited to, visiting the sites of the District, its constituent districts and Special Education Cooperatives, meeting with community leaders, parents and other people, and attending meetings and conferences. The Superintendent shall pay all costs associated with the ownership, maintenance, insurance and repair of said vehicle. The Board of Education will reimburse the Superintendent the sum of FOUR HUNDRED DOLLARS (\$400.00) monthly as and for a contribution towards the business use of said vehicle.

- 2. <u>Insurance.</u> The Board will provide the Superintendent with the following insurance benefits:
 - a) 100% Board paid Full family hospitalization and medical, dental, and vision insurance, as provided in the District's program effective at the time of execution of this Agreement, and as modified thereafter. The Superintendent shall be entitled to this benefit through June 30, 2023. If the Superintendent resigns at any time prior to June 30, 2023, the Superintendent shall no longer be entitled to the insurance provided in this

paragraph, and shall reimburse the Board for any losses, penalties, fees, or other amounts stemming from the cancellation of such insurance upon the Superintendent's resignation. If the provision of health insurance contemplated by this Agreement provision could result in the Board being obligated to pay a penalty, excise tax, or other fee due to changes and/or interpretations of the *Internal Revenue Code* or other laws, or their related rules and regulations, affecting the provision of insurance benefits, the Board may revise its contribution toward such insurance benefit and/or reimbursement benefits to another form of compensation or combination of compensation, reimbursement and/or insurance to the extent necessary to avoid the imposition of such penalty, excise tax, or fee. In the event the Board makes such a determination, the Board shall collaborate with TRS so as to avoid the loss of creditable earnings, if any, to the extent permitted by law and to the extent a penalty to the Board does not result. The Board's action to revise a benefit under this paragraph shall be in implementation of this provision of this Agreement and shall not constitute or require an amendment to this Agreement.

- b) The Board will furnish, without cost to the Superintendent, a term life insurance policy in the amount of \$300,000 which policy shall terminate upon the termination of this Agreement.
- c) Liability insurance, as provided to other administrators.
- 3. **Long Term Disability**. The Board shall pay the premium for a long-term disability insurance policy, contingent on the Superintendent qualifying for said policy.

- 4. <u>Vacation</u>. The Superintendent shall be entitled to a paid vacation of twenty (20) working days in her first contract year (July 1, 2020 through June 30, 2021), twenty one (21) working days in her second contract year (July 1, 2021 through June 30, 2022), and twenty two (22) working days in her third contract year (July 1, 2022 through June 30, 2023), provided, however, that any vacation time taken in excess of three (3) consecutive days shall be mutually agreed upon in advance by the Board and the Superintendent. Vacation must be taken within the twelve-month period. However, each contract year, the Superintendent may exchange a maximum of five (5) unused vacation days at the Superintendent's current per diem in lieu of using said days. The Superintendent shall also be entitled to all legal school holidays. Winter, spring, and summer recess periods shall constitute working days unless specifically scheduled and taken as vacation days.
- 5. **Professional Organizations.** The Board shall pay for all dues and/or membership fees to the following organizations: the Illinois Association of School Administrators (IASA), the American Association of School Administrators (AASA), and the National Alliance of Black School Educators (NABSE). Subject to the Board's approval, the Board shall pay for all appropriate dues and/or membership fees to other professional organizations.
- 6. **Professional Meetings.** The Superintendent is expected to attend appropriate professional meetings at the local, state and national levels; subject to prior Board approval at the state and national level. Subject to any Board Policy on employee expenses, all actual and necessary expenses incurred shall be paid by the Board for approved attendance at said meetings.
- 7. <u>Local and Fraternal Organizations.</u> The Superintendent is encouraged to participate in local civic and fraternal organizations in the interest of promoting a better understanding of the District and its concerns. Subject to its prior approval, the Board shall pay

the dues incurred through membership in such organizations.

- 8. Other Fringe Benefits. With respect to all fringe benefits, the Superintendent shall receive the same fringe benefits received by professional members of the teaching staff consistent with the current negotiated contract between the Union and Board of Education, except for those benefits otherwise specifically outlined in this Agreement.
- 9. <u>Sick Leave</u>. The Superintendent shall be entitled to seventeen (17) days of sick leave which includes_three (3) emergency days of leave at full pay. All such leave shall accrue without limitation as sick leave.

C. POWERS AND DUTIES

- 1. The Superintendent shall have charge of the administration of the schools under the direction of the Board; she shall be the chief executive officer for the Board; she shall recommend the selection of, and direct and assign, teachers and other employees of the School District under her supervision; she shall organize and direct the administrative and supervisory staff; she shall make recommendations to the Board concerning the budget, building plans, location of sites, the selection of textbooks, instructional materials, and courses of study; she shall direct the keeping of all records and accounts, and aid in the making of all reports, as required by the Board; she shall recommend policies and procedures deemed necessary for the welfare of the School District; and, in general, she shall perform all other duties incident to the office of the Superintendent as may be prescribed by the Board from time to time.
- 2. The Superintendent shall devote her full time, attention and energy to the business of the School District and related professional activities. Subject to prior approval by the Board, the Superintendent may attend university courses, seminars, or other professional growth activities.

- 3. Prior to July 1, 2020, the Superintendent is required to work at the Administration Center of the School District for a period not to exceed fifteen (15) working days. The Superintendent will be paid a per diem for each day worked at the Administration Center in the amount of six hundred dollars (\$600.00) per day.
- 4. By accepting the terms of this Agreement, the Superintendent waives all rights of tenure granted under the *Illinois School Code* during the term of this Agreement.

D. STUDENT PERFORMANCE AND ACADEMIC IMPROVEMENT; EVALUATION

- 1. This Agreement is performance-based. The Superintendent will address and fulfill the student performance and academic improvement goals listed in Addendum A. The parties agree that the goals and indicators are linked to student performance and academic improvement of the District. The Board and the Superintendent will then cooperatively develop subsequent annual student performance and academic improvement goals and append them to this Agreement by May 1 of each contract year. In addition, the Superintendent will meet any personal goals developed during the term of this Agreement.
- 2. No later than June 30th of each contract year, the Superintendent shall be evaluated by the Board in writing annually, as prepared by the Board or its designee, based upon: education innovation, leadership of staff, working relationship with the Board, community relations and demonstration of improved academic performance of the District's students as detailed more fully in Addendum A. However, in the final contract year, said evaluation shall be conducted prior to December 31st. After evaluation, the parties may schedule a meeting to review the evaluation and determine what changes, if any, need to be made with respect to their working relationship.

E. EMPLOYMENT

- 1. The Board may terminate this Agreement for reasons of permanent disability or incapacity at any time after the Superintendent has exhausted her accumulated paid leave and, after exhaustion of all available leave, either has been absent from her employment for a continuous period of three (3) months or presents to the Board a physician's statement certifying that she is permanently disabled or incapacitated. All obligations of the Board shall cease upon written notice of termination for permanent disability or incapacity, provided that the Superintendent shall be entitled to a hearing before the Board if she so requests. The Board reserves the right to require the Superintendent to submit to a medical examination, either physical or mental, in accordance with applicable law. Such examination shall be performed by a physician licensed to practice medicine in all its branches, who is selected and paid by the Board. The Superintendent expressly agrees that the physician shall prepare a detailed report of the state of her physical and mental health, in accordance with applicable law, and submit it to the President of the Board of Education. The President and the Board of Education, however, shall maintain the confidentiality of any medical records/reports obtained.
- 2. Discharge for cause shall be for any conduct, act, or failure to act by the Superintendent which is detrimental to the best interests of the School District. Board's action must not be arbitrary or capricious. Reasons for discharge for cause shall be given in writing to the Superintendent, who shall be entitled to notice and a hearing before the Board to discuss such causes. If the Superintendent chooses to be accompanied by legal counsel, she shall bear any costs therein involved. The Board hearing shall be conducted in closed session.
- 3. Prior to the end of any year of the Agreement, the Board and Superintendent may mutually agree to extend the employment of the Superintendent for a period not to exceed the

maximum permitted by law provided all the performance and improvement goals contained herein have been met.

Notice of intent not to renew this Agreement shall be given to the Superintendent by the Board by January 1 of the year in which the Agreement expires. Said notice shall be in writing and state the specific reason for non-renewal. Within ten (10) days after receipt of a notice of intent not to renew this Agreement, the Superintendent may request a closed session hearing on the dismissal. Such hearing shall occur on or before February 1st of the contract year in which this Agreement expires. Evidence of the specific reason for non-renewal must be presented by the Board to the Superintendent at the hearing. The Superintendent has the right of presenting evidence, witnesses and defenses on the grounds of non-renewal. Nothing herein diminishes or negates the rights afforded to the Superintendent pursuant to 105 ILCS 5/10-21.4.

F. NOTICE

Any notice required to be given under this Agreement shall be deemed sufficient if it is in writing and sent by mail to the last known residence of the Superintendent, and to the Board's legal address.

G. MISCELLANEOUS

- 1. This Agreement contains all the terms agreed upon by the parties with respect to the employment of the Superintendent as of the date entered below and supersedes and replaces all prior agreements, contracts, arrangements and communications between the parties concerning the Superintendent's employment.
- 2. If any section of this Agreement is held to be void by a court of competent jurisdiction, it shall be removed and the remainder of this Agreement shall continue to have its full force and effect.

IN WITNESS WHEREOF, we have executed this Agreement on May 19, 2020.

| Dr. Sophia Jones-Redmond | Michael Bolz |
|--------------------------|-----------------------------|
| Superintendent | President |
| _ | Board of Education |
| | |
| | Patricia Stepp |
| | Secretary |
| | Board of Education (attest) |

Addendum A

Superintendent Student Performance and Academic Improvement Goals

Annually, the Superintendent, with the assistance of her administrative team, shall:

- (1) evaluate student performance, including, but not limited to, student performance on standardized tests;
- (2) review the curriculum and instructional services; and,
- (3) report to the School Board on her findings as to (a) student performance, and (b) her recommendations, if any, for curriculum or instructional changes as a result of her evaluation of student performance.

The presentation of the report shall constitute the achievement of these goals and indicators of student performance and academic improvement.

However, replacement or additional student performance and academic improvement goals for the 2020-2021 school year will also be appended to the Agreement by September 1st, 2020. The Board's and Superintendent's decision to replace, add or revise performance goals shall be in implementation of this provision of this Agreement and shall not constitute or require an amendment to the Agreement.