

**BOARD OF EDUCATION OF
PROVISO TOWNSHIP HIGH SCHOOLS DISTRICT 209
COOK COUNTY, ILLINOIS**

**Chief Innovation Officer
EMPLOYMENT AGREEMENT**

THIS AGREEMENT is made this 14th day of April, 2020 between the Board of Education of Proviso Township High Schools District 209, Cook County, Illinois (“Board”) and Dr. Bessie Karvelas (“CIO”).

WHEREAS, the Board and the CIO desire to enter into a mutually binding and mutually beneficial agreement by which Dr. Bessie Karvelas shall serve and act as the Chief Innovation Officer for Proviso Township High Schools District 209 pursuant to the terms, conditions and mutual considerations identified below; and

WHEREAS, Dr. Karvelas served as Chief Innovation Officer/Principal for the Board of Education pursuant to an Employment Agreement approved by the Board of Education on May 14, 2019 (“the First Agreement”); and

WHEREAS, the Board has determined that the CIO met and/or exceeded each of the performance goals set forth within the First Agreement;

WHEREAS, the terms of this Employment Agreement were approved in open session of the April 14, 2020 meeting of the Board of Education and are maintained in the personnel file of the CIO in the form of this Agreement;

NOW, THEREFORE, in consideration of the covenants set forth in this Agreement, the sufficiency of which are acknowledged by the parties hereto, the Board and CIO agree as follows:

1. EMPLOYMENT. The Board hereby employs Dr. Bessie Karvelas for the period of April 15, 2020 through June 30, 2022 as the Chief Innovation Officer. The Board may, by specific action and with the consent of the CIO, extend the termination date of this Agreement to the fullest extent permitted by State law. Effective 12:01 a.m. on April 15, 2020, the terms and conditions of the First Contract shall be deemed null and void and the terms of this Agreement shall control.

2. DUTIES.

a. The duties and responsibilities of the CIO while employed as Chief Innovation Office shall be those incidental to the office of Chief Innovation Officer as set forth in the job description contained in Board Policy as amended from time to time, the job description attached hereto as Exhibit A as amended from time to time, the attainment of the student performance and academic improvement goals set forth in or determined pursuant to this Agreement for this position, those obligations imposed by federal or State law upon the CIO, and such other professional duties customarily performed by CIO or as from time to time may be assigned to the CIO by the Superintendent or the Board of Education. It is understood and agreed that the Board of Education retains the right to transfer the CIO to any other position within the District for which she is qualified unilaterally and without cause provided that the term, salary and benefits set forth within this Agreement are not diminished.

b. The CIO shall devote her time, attention and energy to the business of the School District and as is necessary in order to perform faithfully the duties set forth herein. However, the CIO may serve as a consultant to other districts or educational agencies, lecture, engage in writing activities, speaking engagements, and engage in other activities

that are of a short-term duration and with the approval of the Superintendent. Any work performed for individuals and/or entities outside of the School District by the CIO must not interfere with her performance of her duties as required under this Agreement. If such outside work is deemed to interfere with her performance of duties under this Agreement, the Superintendent shall notify her that the outside work must be terminated immediately.

c. The CIO understands and agrees that as an employee of the Board she is expected to act at all times: (1) in a manner of high integrity, (2) within the bounds of the law and board policy, (3) in a manner that does not endanger the safety of the students, faculty, or other administrators of the School District and (4) in a manner which does not bring the reputation of the School District into disrepute.

3. STUDENT PERFORMANCE AND ACADEMIC IMPROVEMENT. This Agreement is a performance-based contract. Student performance and academic improvement goals are attached hereto as Exhibit B. The foregoing goals shall be used by the Board and/or Superintendent to measure the performance and effectiveness of the CIO, along with such other information as the Board may determine relevant and/or necessary.

4. COMPENSATION.

a. The CIO shall receive an annual salary of One Hundred Sixty-Eight Thousand One Hundred Ninety Nine Dollars and Sixty Two Cents (\$168,199.62) for the 2019-2020 school year. This annual salary shall be based upon a contractual year of July 1 through June 30. The CIO's annual salary shall be pro-rated between April 15, 2020 and June 30, 2020. The Board of Education and the CIO may meet to determine the CIO's salary for each

subsequent year of this Agreement, however, the CIO's salary amount may not be reduced from the amount set forth above without her consent.

From the salary set forth above, the CIO may elect to reduce and contribute from her salary to a tax sheltered annuity pursuant to Section 403(b) of the Internal Revenue Code of 1986 (the "Code"), as amended. It is understood and agreed that the cost of any 403(b) contributions which are from a salary withholding agreement shall be deducted from the CIO's annual salary and shall not require an expenditure of funds by the Board above the compensation paid to the CIO in the form of salary.

b. The Board shall pay the entire required contribution on behalf of the CIO to the Teachers' Retirement System of the State of Illinois by deducting it from the salary provided in Section 4(a) of this Agreement and remitting it to the Teachers' Retirement System of the State of Illinois. The CIO shall not have any right or claim to said amounts paid on her behalf by the Board to the Teachers' Retirement System, except as it may become available at the time of retirement, resignation or otherwise permitted from the Teacher's Retirement System. Both parties acknowledge that the CIO did not have the option of choosing to receive the contributed amounts directly instead of having such contribution paid by the School District to the Teachers' Retirement System, and further acknowledge that such contributions are made as a condition of employment to secure the CIO's future services, knowledge and experience.

c. The salary described above shall be paid in equal installments in accordance with the policy of the Board governing payment of salary to other certificated/licensed members of the professional staff, less such amounts as provided for in this Agreement, and other amounts as may be required by law.

5. EVALUATION. The Board and CIO agree that during each year of this Agreement, but typically no later than March 1, there shall be an evaluation of the CIO performance under this Agreement by the Superintendent. The evaluation shall be based on a set of goals and objectives mutually agreed upon and developed by the Board and the CIO and other criteria typically utilized to evaluate the performance of administrative personnel in the District. Such goals should address, but not be limited to, an examination of the establishment and maintenance of educational goals, attainment of the student performance and academic improvement goals set forth in this Agreement, administration of personnel, rapport with School Board and other factors of appraisal that may be established by the parties. The performance of the CIO shall be appraised by the Superintendent and a written evaluation of that performance given to the CIO. Failure of the Superintendent and/or Board of Education to evaluate the CIO as set forth in this paragraph shall not be constructed as a breach of this contract and shall not serve to extend this Agreement in any fashion whatsoever.

6. CERTIFICATE/LICENSE. The CIO shall furnish to and maintain for the Board a valid and appropriate certificate/license to act as school administrator in accordance with the laws of the State of Illinois and as directed by the Board. The CIO will further acquire and maintain any and all necessary credentials required by law or the Illinois State Board of Education in order to evaluate the performance of Principals, other administrators and teachers during the term of this Agreement. The parties expressly acknowledge and agree that this Agreement is contingent upon the CIO maintaining the foregoing certifications, credentials and licenses as specified in this Section and her failure to maintain these certifications renders this Agreement void.

7. TERMINATION OF AGREEMENT. This Agreement may be terminated by:

- A. Mutual agreement of the parties.
- B. Resignation provided the CIO gives the Board at least sixty (60) days written notice of the proposed resignation.

- C. Discharge for cause. "For cause" means any conduct, act, or failure to act by the CIO which is detrimental to the best interests of the School District. Reasons for discharge for cause shall be given in writing to the CIO, who shall be entitled to notice and a hearing before the Board for it to determine whether such cause exists. If the CIO chooses to be accompanied by legal counsel, she shall bear any costs therein involved. The Board hearing shall be conducted in closed session.

The CIO may be suspended without pay between the time that the causes in writing are provided and up through the pendency of the termination proceedings. However, the term "termination proceedings" shall only include the period of time up to and including the hearing before the Board and does not include the period of time subsequent to the Board's decision to discharge the CIO. If the Board of Education determines that there are not sufficient grounds to discharge the CIO, any and all salary withheld during the period of suspension without pay shall be paid to her within fourteen days.

- D. Disability which is established through either a written statement from a licensed physician setting forth that the CIO has a disability which precludes her from performing the material functions of her position with or without accommodation for a period of time of three (3) months or more in excess of her accumulated sick and vacation leave time. This determination will not be made until a meeting has been held between the CIO and the Board of Education to discuss alternative accommodations which may permit the CIO to perform the material functions of her position. It is understood and agreed upon by the parties, however, that the regular on-site attendance of the CIO on the grounds of the District and at District related functions, including meetings of the Board of Education, is a material function of her position.
- E. Failure to comply with the terms and conditions of this Agreement after notification and a reasonable opportunity to correct, where appropriate.
- F. Failure to obtain or maintain the certificate/license as set forth in Section 6 of this Agreement.
- G. Failure to satisfactorily complete the student performance and academic achievement goals contained herein.

H. Death of the CIO.

8. VACATION. The CIO shall receive twenty (20) workdays of vacation annually based upon an employment year of July 1 through June 30. All vacation dates shall be approved by the Superintendent in advance of the CIO taking vacation. The CIO shall also be entitled to compensated days off on all school holidays. Spring, summer and winter non-student attendance periods shall constitute work days unless specifically scheduled and credited toward the vacation listed above. Any vacation days not used during each year between July 1 and June 30 shall be deemed forfeited and will not be available to be rolled over or paid. If vacation days remain accrued at the conclusion of the CIO's employment with the Board, these days will be paid in conformity with Illinois law based upon a per diem (1/260) rate of pay. It is understood and agreed, however, that should this payment create a creditable earnings increase in excess of six percent (6%) for the CIO (or otherwise require a penalty or additional contribution to be paid by the Teachers' Retirement System), the parties agree that the payment due shall be considered a post-severance payment which shall be made thirty (30) days after the CIO's last day of service for the Board of Education (or any other type of payment that would not result in a penalty to be paid to the Teachers' Retirement System).

9. SICK LEAVE. The CIO shall be entitled to fourteen (14) days per year of sick leave with a maximum accumulation of unused sick leave days permitted by Illinois law. In addition, the CIO shall be entitled to three (3) "personal business days" which may be used for purposes other than illness of the CIO or other family members as defined by the School Code. The sick leave days granted herein shall be based upon an employment

year of July 1 through June 30. Accrued sick or personal leave shall not be eligible for reimbursement under any circumstances.

10. HOSPITALIZATION/MAJOR MEDICAL INSURANCE. The Board shall provide and shall pay the full premiums for HMO or PPO medical insurance and dental insurance for the CIO and the dependent members of her immediate family (as determined by the contract of insurance then in effect) during the term of this Agreement. Should the Board, during the term of this Agreement, no longer provide insurance coverage for the certificated/licensed staff and/or be subject to an excise tax or penalties based upon the coverage provided, this paragraph shall become null and void and the Board shall immediately meet with the CIO to determine a monetary equivalent for this benefit or to provide an alternative benefit that does not incur an excise tax or penalty.

11. TERM LIFE INSURANCE. The Board shall provide and pay the premiums for a term life insurance policy for the CIO during the term of this Agreement in the amount of One Hundred Thousand Dollars (\$100,000). The Board shall assign the ownership of the term life insurance policy to a person or trust designated by the CIO, and upon termination of this Agreement shall allow the owner to continue the life insurance at her own expense, provided the assignment is permitted by the insurance carrier. It is understood and agreed that the CIO is not entitled to obtain the cash equivalent of this policy in lieu of receiving the policy.

12. TRANSPORTATION EXPENSE. The CIO shall be required, as a condition of employment, to use an automobile to visit the sites of schools, attend the Board and community functions, and to attend conferences, meetings and workshops. The CIO shall be entitled to reimbursement for any necessary automobile travel. Automobile travel

expenses shall be determined at the Internal Revenue Service mileage rate. The CIO shall submit appropriate substantiation of all expenses incurred in all business travel for which reimbursement is sought and in conformity with Board Policy.

13. RENEWAL. The Board shall notify the CIO of its intent to renew this Agreement no later than April 1 of the final year of this Agreement. In the event that such notice is not sent to the CIO by this date, it shall be deemed that the School District has renewed this Agreement for a period of one (1) school year extending the termination date set forth herein but leaving any and all other benefits at the same level as the previous year.

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

If to the BOARD, to:

BOARD OF EDUCATION
8601 Roosevelt Rd.
Forest Park, IL 60130

If to the CIO, to:

Dr. Bessie Karvelas
(at the last address of the
CIO
contained in official records of
the Board.)

15. PROFESSIONAL LIABILITY. The Board agrees that it shall defend, hold harmless, and indemnify the CIO from any and all demands, claims, suits, actions and legal proceedings brought against the CIO in her individual capacity, or in her official capacity as agent and employee of the District provided the incident arose while the CIO was acting within the scope of her employment and excluding criminal litigation. Except that, in no

case, will individual Board members be considered personally liable for indemnifying the CIO against such demands, claims, suits, actions and legal proceedings.

16. TENURE WAIVER. The CIO acknowledges that pursuant to the *School Code*, she waives any right to tenure during the term of this Agreement in the District by virtue of entering into this multi-year agreement.

17. MISCELLANEOUS

- A. This Agreement has been executed in Illinois, and shall be governed in accordance with the laws of the State of Illinois in every respect. The parties agree that any dispute arising under this Agreement shall be brought in the Circuit Court of Cook County, Illinois or the United States District Court for the Northern District of Illinois regardless of the residences of any parties at the time of any dispute arising based upon the employment relationship expressed herein.
- B. Section 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 Agreement, the text shall control.
- C. This Agreement may be executed in one or more counterparts, each of which shall be considered an original, and all of which taken together shall be considered one and the same instrument.
- D. This Agreement contains all of the terms agreed upon by the parties with respect to the subject matter of this Agreement and supersedes all prior agreements, arrangements, and communications between the parties concerning such subject matter, whether oral or written.
- E. This Agreement shall be binding upon and inure to the benefit of the CIO, her successors, assigns, heirs, executors, and personal representatives, and shall be binding upon, and inure to the benefit of the Board, its successors and assigns.
- F. Both parties have had the opportunity to seek the advice of counsel. The Board has relied upon the advice and representation of counsel selected by it respecting the legal liabilities of the parties, if any. If the CIO decides to act without the advice of counsel or against the advice of her counsel, her conduct was voluntary and without threat or coercion.
- G. Except as may otherwise be provided, no subsequent alteration, change, or addition to this Agreement shall be binding upon the parties

unless reduced to writing and duly authorized and signed by each of them.

- H. The Board retains the right to repeal, change or modify any policies or regulations which it has adopted or may hereafter adopt, subject, however, to restrictions contained in the *Illinois School Code* and other applicable law.
- I. If any section, provision, paragraph, phrase, clause or word contained herein is held to be void, invalid or contrary to law by a court of competent jurisdiction, it shall be deemed removed herefrom, and the remainder of this Agreement shall continue to have its intended full force and effect.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in their respective names and in the case of the Board, by its President and Secretary on the 14th day of April, 2020.

CHIEF INNOVATION OFFICER

Dr. Bessie Karvelas

BOARD OF EDUCATION OF PROVISIO
TOWNSHIP HIGH SCHOOLS DISTRICT 209

BY:

President, Board of Education

ATTEST:

Secretary, Board of Education

EXHIBIT “A”
JOB DESCRIPTION, DUTIES AND EXPECTATIONS
POSITION: Chief Innovation Officer
REPORTS TO: Superintendent
Job Title: Chief Innovation Officer
Exempt/Non: Exempt/Administration/ 12 month

Summary

The Chief Innovation Officer will provide transformational leadership in planning, launching and leading all selective enrollment units. This includes implementing the district’s strategies which focus on high level student achievement, building a positive district climate that supports the whole student; leveraging research and data to drive initiatives and instruction, while working diligently to build high-performing staff and leadership team to achieve the school’s vision and goals.

The Chief Innovation Officer will collaborate with parents, community members, district administrators, as well as other internal/external clients and stakeholders to implement new educational programs, academic systems, tools and other resources to accelerate student achievement within the three selective enrollment units.

The Chief Innovation Officer will provide proactive, dynamic, responsive, forward-thinking vision, in leadership and management for technology systems and services that the support the District’s mission and vision of Technology with a focus on innovative personalized learning.

The Chief Innovation Officer will guide and support the Department of College and Career to ensure a high levels of student performance when entering post-secondary education and career-based opportunities.

Required Qualifications:

- PEL: Principal Endorsement or Type 75, Superintendent Endorsement and Type 09 certificate or comparable out of state certification
- 10 years Successful teaching experience at the secondary level as high school teacher and 10 years minimum as high school Principal

Essential Skills, Duties and Responsibilities

- Implementing instructional programs and instrumentalities designed to increase student achievement with a focus on innovation as per superintendent initiatives.
- Demonstrating a high sense of integrity, ethics, and honesty in all actions.
- Performing written and verbal and presentations as necessary
- Participating in the curriculum development.
- Making fiscally responsible decisions and overseeing building units and District level budgets pertaining to Dept. of Innovation and Selective Enrollment Units.
- Building leadership capacity in others with an intentional focus on innovation
- Working effectively with Director and Coordinator along with staff and colleagues to secure high level of academic rigor in International Baccalaureate programs and coursework along with Advanced- Placement coursework and programs.

- Regularly interacting in a positive fashion with community, parent organizations, student organizations, local government and business relative to innovative high school practices leading to industry certification.
- Work closely with College and Career managers and directors within the District and Department of Innovation, to ensure success of innovative programs that promote Industry certification.
- Implementing programs and training, consistent with budget restraints, to enhance the instructional skills of the teaching staff needed for IB and AP training with an emphasis on innovative instructional practice that will lead to an IB Diploma and successful completion of the AP exams.
- Setting and achieving high educational goals
- Demonstrating instructional leadership skills leading to positive outcomes on student achievement by implementing innovative practices.
- Demonstrating skills as a proactive problem solver and collaborator with faculty and staff Support the selective enrollment units master schedule to meet the needs of students so that they can successfully graduate from the programs with an IB diploma or certificate.
- Oversee the successful completion of the director's and coordinator's leadership regarding teacher and staff evaluations within the three selective enrollment units, PMSA, PWMSA and PEMSAs in conformity with law and District procedures.
- Effectively and meaningfully participate in collective bargaining negotiations.
- Serving on and actively participating in committees as directed by the Superintendent
- Serving as an administrative co-leader and active participant on the Board of Education Student Achievement and School Innovation Committee
- Provide support to the Office of Academics and Family Services to help improve student achievement and develop innovative ideas that will support the diverse leaders as well as the gifted learners.
- Provide supports to leadership team in developing and maintaining an effective school improvement plan aligned to specific goals and outcomes that represent rigor and high-level teaching and learning
- Support extra-curricular programs at all District schools.
- Provide leadership in the Coordination of Professional Learning communities in collaboration with Directors, coordinators and managers to insure high level of rigor and training at post- secondary level
- Implement programs and ideas to increase student attendance
- Actively provide instructional leadership for Department Chairs, faculty and principals.
- Following and implementing district policies and expectations in making decisions and judgments.
- Assuming and adequately performing any other duties as assigned by the Superintendent and/or Board of Education.
- Work closely with the Office of Academic and Family Services to provide Professional Development that increases academic rigor.
- Supervise and coordinate all staff in the technology department to assure that the technology supports curricular, administrative and infrastructure needs of the district.
- Duties include strategies that embed cross-curricular skills throughout the educational process.

- Oversee the Technology Budget and provide the directors and managers support to develop and implement strategies to ensure equitable access to appropriate digital tools and resources to meet the needs of the learners and to support E-Learning.
- Provide direction and assistance to technology staff, administration and teachers in planning instruction that promotes literacy and integrates meaningful and effective use of technology into the daily work of teachers and students.
- Oversee operations and resources to enhance administrative and staff understanding of educational practices, curriculum standards, guidelines and requirements related to instruction.
- Collaborate with the Office of Academic Services and other departments to design and implement strategies and applications for technology and teaching and learning.
- Direct, supervise and oversee the day-to-day operations of the Dept. of Technology, College and Career, and PMSA, PEMSA, PWMSA
- Complete evaluations of all direct reports following the State of Illinois Evaluation guidelines and District 209 guidelines.