

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

**ASSISTANT SUPERINTENDENT/CSBO
EMPLOYMENT AGREEMENT**

THIS AGREEMENT is made this 12th day of March, 2019 between the Board of Education of Proviso Township High Schools District 209, Cook County, Illinois (“Board”) and Paul C. Starck-King (“Assistant Superintendent”).

WHEREAS, the Board and the Assistant Superintendent desire to enter into a mutually binding and mutually beneficial agreement by which Paul C. Starck-King shall serve and act as the Assistant Superintendent of Finance and Operations/CSBO for Proviso Township High Schools District 209 pursuant to the terms, conditions and mutual considerations identified below;

WHEREAS, the terms of this Employment Agreement were approved in open session of the March 12, 2019 meeting of the Board of Education and a March 27, 2019 meeting of the Financial Oversight Panel, and are maintained in the personnel file of the Assistant Superintendent 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 Assistant Superintendent agree as follows:

1. EMPLOYMENT. The Board hereby employs Paul C. Starck-King for the period of April 1, 2019 through June 30, 2021.

Paul C. Starck-King shall be employed as an Assistant Superintendent/CSBO in the District subject to the other conditions of this Agreement. It is understood and agreed

that the Board of Education retains the right to transfer the Assistant Superintendent to any other position within the District for which he is qualified unilaterally and without cause provided that the term, salary and benefits set forth within this Agreement are not diminished. In addition, the Board may, by specific action and with the consent of the Assistant Superintendent, extend the termination date of this Agreement to the fullest extent permitted by State law.

2. DUTIES.

a. The duties and responsibilities of the Assistant Superintendent while employed as an Assistant Superintendent shall be those incidental to the office of Assistant Superintendent of Finance and Operations/CSBO 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 Assistant Superintendent, and such other professional duties customarily performed by a Assistant Superintendent or as from time to time may be assigned to the Assistant Superintendent by the Superintendent or the Board of Education.

b. The Assistant Superintendent shall devote his 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 Assistant Superintendent 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 with the approval of the Superintendent. Any work performed for individuals and/or entities

outside of the School District by the Assistant Superintendent must not interfere with his performance of his duties as required under this Agreement. If such outside work is deemed to interfere with his performance of duties under this Agreement, the Superintendent shall notify him that the outside work must be terminated immediately and the Assistant Superintendent shall comply with this directive.

c. The Assistant Superintendent understands and agrees that as an employee of the Board he 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 Assistant Superintendent, along with such other information as the Superintendent or Board may determine relevant and/or necessary.

4. COMPENSATION.

a. The Assistant Superintendent shall receive an annual salary of ONE HUNDRED SIXTY THOUSAND DOLLARS (\$160,000) for the 2018-19 school year, ONE HUNDRED SIXTY-ONE THOUSAND EIGHT HUNDRED DOLLARS (\$161,800) for the 2019-2020 school year, and ONE HUNDRED SIXTY-FIVE THOUSAND THIRTY-SIX DOLLARS (\$165,036) for the 2020-2021 school year. His annual salary shall be based upon a contractual year of July 1

through June 30. For purposes of the 2018-2019 school year, this amount shall be pro-rated based upon the Administrator's starting date as set forth herein.

From the salary set forth above, the Assistant Superintendent may elect to reduce and contribute from his 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 Assistant Superintendent's annual salary and shall not require an expenditure of funds by the Board above the compensation paid to the Assistant Superintendent in the form of salary.

b. The Board shall pay the entire required contribution on behalf of the Assistant Superintendent 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 Assistant Superintendent shall not have any right or claim to said amounts paid on his 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 Assistant Superintendent 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 Assistant Superintendent'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 Assistant Superintendent agree that during each year of this Agreement except for the 2018-2019 school year, and by no later than March 1, there shall be an evaluation of the Assistant Superintendent's performance under this Agreement by the Superintendent and/or any other legally qualified individual. This evaluation shall be conducted in conformity with the Illinois School Code in addition to any other relevant laws and/or regulations adopted by the Illinois State Board of Education. In addition to those items required by law, the evaluator shall also consider the District's Assistant Superintendent evaluation plan and the performance goals attached as Exhibit B. It is understood and agreed that no performance evaluation is required for the 2018-2019 school year. Failure to perform a performance evaluation shall not be considered a material breach of this Agreement and shall not otherwise serve to extend this Agreement unless said extension is required by law.

6. CERTIFICATE/LICENSE. The Assistant Superintendent shall furnish to and maintain for the Board a valid and appropriate certificate/license to act as an Assistant Superintendent/CSBO and school administrator in accordance with the laws of the State of Illinois and as directed by the Board. The Assistant Superintendent 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 certified teachers and Principals/Assistant Principals during the term of this Agreement. The parties expressly acknowledge and agree that this Agreement is contingent upon the Assistant Superintendent maintaining the foregoing certifications, credentials and licenses as

specified in this Section and his 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 Assistant Superintendent 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 Assistant Superintendent which is detrimental to the best interests of the School District. Reasons for discharge for cause shall be given in writing to the Assistant Superintendent, who shall be entitled to notice and a hearing before the Board for it to determine whether such cause exists. If the Assistant Superintendent chooses to be accompanied by legal counsel, he shall bear any costs therein involved. The Board hearing shall be conducted in closed session.

The Assistant Superintendent 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 Assistant Superintendent. If the Board of Education determines that there are not sufficient grounds to discharge the Assistant Superintendent, any and all salary withheld during the period of suspension without pay shall be paid to him within fourteen days of the Board's determination unless an unpaid suspension is issued as a disciplinary consequence.

- D. Disability which is established through either a written statement from a licensed physician setting forth that the Assistant Superintendent has a disability which precludes him from performing the material functions of his position with or without accommodation for a period of time of three (3) months or more in excess of his accumulated sick and vacation leave time. This determination will not be made until a meeting has been held between the Assistant Superintendent and the Board of Education and/or its' Superintendent to discuss alternative accommodations which may permit the Assistant Superintendent to perform the material functions of his position. It is understood and agreed upon by the parties, however, that the regular on-site attendance of the Assistant Superintendent on the grounds of the District and at District related functions, including meetings of the Board of Education, is a material function of his 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 Assistant Superintendent.

8. VACATION. The Assistant Superintendent shall receive twenty (20) work days of vacation annually based upon an employment year of July 1 through June 30. The amount of vacation days for the 2018-2019 school year shall be pro-rated based upon the Administrator's start date as set forth herein. All vacation dates shall be approved by the Superintendent in advance of the Assistant Superintendent taking vacation. The Assistant Superintendent shall also be entitled to compensated days off on all school holidays observed by the District. 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 Assistant Superintendent'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 Assistant Superintendent (or otherwise require a penalty 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 Assistant Superintendent'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 Assistant Superintendent shall be entitled to fifteen (15) days per year of sick leave with a maximum accumulation of unused sick leave days permitted by Illinois law. In addition, the Assistant Superintendent shall be entitled to three (3) "personal business days" which may be used for purposes other than illness of the Assistant Superintendent or other family members as defined by the School Code. Accrued sick or personal leave shall not be eligible for reimbursement under any circumstances. The amount of sick days for the 2018-2019 school year shall be pro-rated based upon the Administrator's start date as set forth herein.

10. HOSPITALIZATION/MAJOR MEDICAL INSURANCE. The Board shall provide and pay the entire premiums for hospitalization, major medical and dental insurance for the Administrator, the Administrator's spouse, and the dependent members (as defined by the contract of insurance then in effect) of the Administrator's immediate family during the term of this Agreement. The benefits of such coverage shall be in accordance with the basic insurance coverage provided to certified staff pursuant to the collective bargaining agreement between the Board of Education and the Proviso Teachers Union Local 571 as amended from time to time. 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, this paragraph shall become null and void and the Board shall immediately meet with the Administrator 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 Assistant Superintendent 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 Assistant Superintendent, and upon termination of this Agreement shall allow the owner to continue the life insurance at his own expense, provided the assignment is permitted by the insurance carrier. It is understood and agreed that the Assistant Superintendent is not entitled to obtain the cash equivalent of this policy in lieu of receiving the policy.

12. TRANSPORTATION EXPENSE. The Assistant Superintendent shall be required, as a condition of employment, to use an automobile to visit the sites of schools, attend Board and community functions, and to attend conferences, meetings and workshops. The Assistant Superintendent shall be entitled to reimbursement for any necessary automobile travel. Automobile travel expenses shall be determined at the Internal Revenue Service mileage rate. The Assistant Superintendent shall submit appropriate substantiation of all expenses incurred in all business travel for which reimbursement is sought and in conformity with Board Policy.

13. TUITION REIMBURSEMENT. The Assistant Superintendent shall be entitled to tuition reimbursement under the terms set forth herein. Eligibility for tuition reimbursement shall be contingent on prior approval of the class or education program (i.e., Masters of Special Education) by the Superintendent and when said class or program is in the field of education and provides a benefit to the services provided to the District. The reimbursement amount shall be 75% of the tuition cost when a grade of "A" is earned

by the Assistant Superintendent and 50% of the tuition cost when a grade of “B” is earned by the Assistant Superintendent (“Reimbursement Rates”). There shall be no reimbursement for any uncompleted class and no reimbursement for any class where a grade lower than a “B” was earned by the Assistant Superintendent. Tuition reimbursement requests shall be submitted within sixty (60) days of receipt of a final grade and shall be accompanied by an official record or records indicating the course taken, the grade received and the cost of said course.

In order to be eligible for tuition reimbursement, the Assistant Superintendent agrees that he shall not voluntarily resign his employment with the Board for a period of three (3) years of the conclusion of any school year in which a tuition reimbursement is received. The Assistant Superintendent will execute a separate addendum to this effect upon request for reimbursement. In addition, the Assistant Superintendent agrees to voluntarily execute any and all documents necessary to withhold any amounts due from his final paycheck which become due as a result of his voluntary resignation within the three (3) year period described in this paragraph. Should the Assistant Superintendent refuse to execute such a withholding agreement and/or otherwise fail to repay the District for any reimbursement owed to it by way of this paragraph, he agrees that he shall be liable for any and all costs, including reasonable attorneys’ fees, incurred by the District in instituting any action to recover the amount due hereunder.

The reimbursement amount for approved and eligible coursework shall be paid at 100% of the Reimbursement Rate for classes taken within the last school year, 66% of the Reimbursement Rate for classes taken within the last two (2) school years and 33% of the Reimbursement Rate for classes taken within the last three (3) school years.

14. RENEWAL. The Board shall notify the Assistant Superintendent 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 Assistant Superintendent 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.

15. 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 ASSISTANT
SUPERINTENDENT, to:

Paul C. Starck-King
(at the last address of the
Assistant Superintendent contained in
official records of the Board.)

16. PROFESSIONAL LIABILITY. The Board agrees that it shall defend, hold harmless, and indemnify the Assistant Superintendent from any and all demands, claims, suits, actions and legal proceedings brought against the Assistant Superintendent in his individual capacity, or in his official capacity as agent and employee of the District provided the incident arose while the Assistant Superintendent was acting within the scope of his employment and excluding criminal litigation. Except that, in no case, will individual Board members be considered personally liable for indemnifying the Assistant Superintendent against such demands, claims, suits, actions and legal proceedings.

17. TENURE WAIVER. The Assistant Superintendent acknowledges that pursuant to the *School Code*, he waives any rights to those benefits set forth in Sections 24-11 through 24-16 of the Illinois School Code including, but not limited to, tenure rights during the term of this Agreement in the District by virtue of entering into this multi-year agreement.

18. 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 Assistant Superintendent, his 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 Assistant Superintendent decides to act without the advice of counsel or against the advice of his counsel, his 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 12th day of March, 2019.

Assistant Superintendent

Paul C. Starck-King

BOARD OF EDUCATION OF PROVISO
TOWNSHIP HIGH SCHOOLS DISTRICT 209

BY:

President, Board of Education

ATTEST:

Secretary, Board of Education

Exhibit A

Assistant Superintendent of Finance and Operations/CSBO Job Description

POSITION TITLE: **Assistant Superintendent of Finance and Operations/CSBO**
REPORTS TO: **Superintendent**
EXEMPT/NON: **Exempt/Administration/12 Months**
SALARY: **Regionally Competitive**

Summary:

The Assistant Superintendent of Finance and Operations/CSBO will serve on the District's leadership team as the Chief Financial Officer and School Treasurer. S/he is responsible for the development and maintenance of all appropriate procedures and internal controls to insure the security of all District assets. This administrator oversees the District's Business Office, Building & Grounds, Food Service and Transportation Departments. The Assistant Superintendent shall possess a strong knowledge of site-based management practices, the ability to effectively evaluate contracts. S/he will establish new ways to bring in revenue for the District. Also, build relationships to broaden the District's earning potential.

Essential Job Functions:

- Serves as lead administrator in the annual budget process.
- Provides both short and long-range financial planning for the District.
- Supervises and works with the Director of Accounting, Internal Audits and Compliance to ensure the District's fiscal integrity.
- Supervises and develops policies and procedures for the District's operations and auxiliary services.
- Coordinates the District's Fund Development Plan.
- Identifies donors who are willing to invest in special projects and maintain partnerships.
- Coordinates annual fund development projects that will increase schools operating and scholarship budgets.
- Facilitates monthly meetings with donors/investors.
- Works collaboratively with the Managers of Building and Grounds/Project Manager and architects to create a Facility Master Plan.
- Makes recommendations regarding the District's insurance program.
- Serves as a member of the District's insurance cooperative.
- Develops, recommends, and administers construction projects for the District.
- Oversees financial services, including coordination with the Proviso Township Treasurer's office.
- Develops and prepares business office recommendations for the Superintendent and the Board of Education.
- Serves as the administrative liaison to various board committees, including, but not limited to, finance and facilities.
- Serves as the District's liaison in financial matters with other local government bodies.
- Provides oversight for the approval of facility use applications in accordance to Board Policy and administrative procedures.
- Prepares a variety of material (e.g. Board agenda items and briefings, contracts for professional services, budgets property contracts, legislative updates, contract changes, requests for proposals, a variety of narrative statistical reports to constructions maintenance, and modernization facilities) for the purpose of documenting activities, providing written reference, seeking input and/or conveying information.
- Approves recommendations of contract maintenance services for the Superintendent and Board of Education.
- Plans, organizes, directs, and supervises District maintenance operations.

- Oversees the preparation and development of reports prepared internally or by retained consultants (e.g. environmental impact reports, project applications with the State and local agencies, etc.) for the purpose of complying with regulatory actions, funding requirements, and other established policies.
- Develops, recommends and administers the debt service plan for the District.
- Collaborates with the Assistant Superintendent of Human Resources, School Safety and Athletics in the development of recommendations for staffing.
- Collaborates with the Assistant Superintendent of Human Resources, Safety, and Athletics regarding Collective Bargaining Agreement negotiations.
- Applies working knowledge of school information and business software.
- Applies working knowledge of school finance legal issues.
- Supervises and evaluates Operational and Business Department staff.
- Facilitates a high-quality food service program insuring it aligns with national and state guidelines including reimbursements.
- Prepares action and information items for the Board of Education meetings.
- Facilitates and leads the budget process and train all administrators.
- Performs other duties as assigned.

Qualifications/Requirements:

The Assistant Superintendent for Finance and Operations evaluates support staff, special payroll, and administrators. When required s/he will assume the duties of the Superintendent of Schools in the Superintendent's absence. To fulfill these requirements, the Assistant Superintendent is required to possess:

- A minimum of Master's Degree in Business and Finance (Doctorate Degree preferred).
- Five to seven years of successful experience in school finance and business management.
- PERA training qualified for teacher and administrative evaluations.
- Professional Educator License and Chief School Business Official endorsement.
- Ability to demonstrate on-going professional development in school business management.
- Strong knowledge base of school finance designed to meet the long and short-term goals of the District.
- Ability to maintain an A+ bond rating.

Note: This job description is designed to provide guidelines and direction for accomplishing goals and objectives. It covers the essential responsibilities and activities involved in the effective execution of this position. It is not all encompassing or all exhaustive. The information contained in this job description is for compliance with the Americans with Disabilities Act (ADA) and is not an exhaustive list of the duties performed for this position. The individual currently holding this position may perform additional duties.

**EXHIBIT B
PERFORMANCE GOALS AND OBJECTIVES OF
PAUL C. STARCK-KING**

Student Achievement Goals and Indicators of Performance:

- TBD

Finance and Policy Goals:

- TBD

Collaboration Goals:

- TBD

Evaluation Rubric:

- Student Achievement value: 40%
- Financial Goals value: 30%
- Collaboration value: 30%