

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

ADMINISTRATOR EMPLOYMENT AGREEMENT

THIS AGREEMENT is made this 18th day of September, 2018 between the Board of Education of Proviso Township High Schools District 209, Cook County, Illinois (“Board”) and Nicole Howard (“Administrator”).

WHEREAS, the Board and the Assistant Superintendent desire to enter into a mutually binding and mutually beneficial agreement by which Nicole Howard shall serve and act as an Administrator for Proviso Township High Schools District 209 pursuant to the terms, conditions and mutual considerations identified below; and

WHEREAS, the terms of this Employment Agreement were approved in open session of the November 13, 2018 meeting of the Board of Education and a November 13, 2018 meeting of the Financial Oversight Panel, and are maintained in the personnel file of the Administrator 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 Administrator agree as follows:

1. EMPLOYMENT. The Board hereby employs Nicole Howard for the period of July 1, 2018 through June 30, 2020 as an Administrator assigned as “Assistant Superintendent.” The Board may, by specific action and with the consent of the Administrator, extend the termination date of this Agreement to the fullest extent permitted by State law.

2. DUTIES.

a. The duties and responsibilities of the Administrator while employed shall be those incidental to the position of “Assistant Superintendent Academics & Family Services” 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, those obligations imposed by federal or State law upon the Superintendent or designee, and such other professional duties customarily performed by an Administrator or as from time to time may be assigned to the Administrator by the Superintendent or the Board of Education. It is understood and agreed that the Board of Education retains the right to transfer the Administrator to any other position within the District for which the Administrator is qualified unilaterally and without cause provided that the term, salary, and benefits set forth within this Agreement are not diminished.

b. The Administrator shall devote the Administrator’s 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 Administrator 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 Administrator must not interfere with the Administrator’s performance of the duties as required under this Agreement. If such outside work is deemed to interfere with the Administrator’s performance of duties under this Agreement, the Superintendent shall notify the Administrator that the outside work must be terminated immediately.

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

3. COMPENSATION.

a. The Administrator shall receive an annual salary of ONE HUNDRED SIXTY-FOUR THOUSAND NINE HUNDRED ONE DOLLARS AND FIFTY-NINE CENTS (\$164,901.59). This annual salary shall be based upon a contractual year of July 1 through June 30.

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

b. The Board shall pay the entire required contribution on behalf of the Administrator to the Teachers' Retirement System ("TRS") of the State of Illinois by deducting it from the salary provided in Section 3(a) of this Agreement and remitting it to the TRS of the State of Illinois. The Administrator shall not have any right or claim to said amounts paid on her behalf by the Board to the TRS, except as it may become available at the time of retirement, resignation, or otherwise permitted from the TRS. Both parties acknowledge that the Administrator 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 TRS, and further acknowledge that such contributions are made as a condition of employment to secure the Administrator 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.

4. EVALUATION. The Board and Administrator agree that during each year of this Agreement, but typically no later than March 1, there shall be an evaluation of the Administrator's 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 Superintendent and the Administrator 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, administration of personnel, rapport with School Board, and other factors of appraisal that may be established by the parties. The performance of the Administrator shall be appraised by the Superintendent and a written evaluation of that performance given to the Assistant Superintendent. Failure of the Superintendent and/or Board of Education to evaluate the Administrator 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.

5. CERTIFICATE/LICENSE. The Administrator 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 Administrator 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 Administrator maintaining the foregoing certifications, credentials, and licenses as specified in this Section and the Administrator's failure to maintain these certifications renders this Agreement void.

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

- A. Mutual agreement of the parties;
- B. Resignation provided the Administrator 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 Administrator which is detrimental to the best interests of the School District. Reasons for discharge for cause shall be given in writing to the Administrator, who shall be entitled to notice and a hearing before the Board for it to determine whether such cause exists. If the Administrator chooses to be accompanied by legal counsel, the Administrator shall bear any costs therein involved. The Board hearing shall be conducted in closed session.

The Administrator 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 Administrator. If the Board of Education determines that there are not sufficient grounds to discharge the Administrator, any and all salary withheld during the period of suspension without pay shall be paid to the Administrator within fourteen days;

- 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 the Administrator from performing the material functions of the Administrator's position with or without accommodation for a period of time of three (3) months or more in excess of the Administrator's accumulated sick and vacation leave time. This determination will not be made until a meeting has been held between the Administrator and the Board of Education to discuss alternative accommodations which may permit the Administrator to perform the material functions of the position. It is understood and agreed upon by the parties, however, that the regular on-site attendance of the Administrator on the grounds of the District and at District-related functions, including meetings of the Board of Education, is a material function of the Administrator's 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 5 of this Agreement; or,
- G. Death of the Administrator.

7. VACATION. The Administrator shall receive twenty (20) work days 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 Administrator taking vacation. The Administrator 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 Administrator'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 Administrator (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

Administrator'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).

8. SICK LEAVE. The Administrator 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 Administrator shall be entitled to three (3) days per year for personal business, religious holidays, or unforeseen emergencies, which cannot be attended to before or after school hours, or on Saturdays, Sundays or holidays. Notice of such absence, within reason, shall be given, when possible, at least a day in advance. Unused personal leave days shall be added to the Administrator's accumulated sick leave under this contract.

9. 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.

10. TERM LIFE INSURANCE. The Board shall provide and pay the premiums for a term life insurance policy for the Administrator during the term of this Agreement in the amount of One Hundred Thousand Dollars (\$100,000.00). The Board shall assign the ownership of the term life insurance policy to a person or trust designated by the Administrator, and upon termination of this Agreement shall allow the owner to continue the life insurance at the Administrator's own expense, provided the assignment is permitted by the insurance carrier. It is understood and agreed that the Administrator is not entitled to obtain the cash equivalent of this policy in lieu of receiving the policy.

11. TRANSPORTATION EXPENSE. The Administrator 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 Administrator shall be entitled to reimbursement for any necessary automobile travel. Automobile travel expenses shall be determined at the Internal Revenue Service mileage rate. The Administrator shall submit appropriate substantiation of all expenses incurred in all business travel for which reimbursement is sought and in conformity with Board Policy.

12. RENEWAL. The Board shall notify the Administrator of its intent to renew this Agreement no later than April 1, 2019. In the event that such notice is not sent to the Administrator 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.

13. TUITION REIMBURSEMENT. The Administrator 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 Administrator agrees to not voluntarily resign employment with the Board for a period within three (3) years of the conclusion of any school year in which a tuition reimbursement is received. The Administrator will execute a separate addendum to this effect upon request for reimbursement. In addition, the Administrator agrees to voluntarily execute any and all documents necessary to withhold any amounts due from the Administrator's final paycheck which become due as a result of the Administrator's voluntary resignation within the three (3) year period described in this paragraph. Should the Administrator 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, the Administrator

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. 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 Administrator, to:

Nicole Howard


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

16. 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 Administrator, the Administrator's 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 Administrator decides to act without the advice of counsel or against the advice of the Administrator's counsel, the Administrator's 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 here from, and the remainder of this Agreement shall continue to have its intended full force and effect.

[SIGNATURE PAGE TO FOLLOW]

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 18th day of September, 2018.

Administrator

Nicole Howard

BOARD OF EDUCATION OF PROVISO
TOWNSHIP HIGH SCHOOLS DISTRICT 209

BY:

President, Board of Education

ATTEST:

Secretary, Board of Education

PROVISO TOWNSHIP HIGH SCHOOLS POSITION JOB DESCRIPTION

POSITION TITLE: Assistant Superintendent for Academics
and Family Services

REPORTS TO: Superintendent

EXEMPT/NON: Exempt/Administration/12 Months

Summary:

The Assistant Superintendent for Academics and Family Services is responsible for working collaboratively with instructional leaders to ensure that the district is offering a rigorous curriculum aligned with state and national standards. The Assistant Superintendent for Academics, Student and Family Services shall be familiar with curriculum development, curriculum auditing, curriculum mapping, developing common interim assessments, program development, implementation, and program evaluations. S/he will maintain appropriate student records as provided by state law and School Board policies and serves as the district custodian of student records while maintaining, updating and monitoring the Student Information System for the district. The Assistant Superintendent for Academics and Family Services will develop and implement student discipline processes and oversees the implementation and compliance of student related Board policies and administrative procedures.

Essential Job Functions:

- Evaluates certified administrative staff.
- Supervises all functions performed by the Director of Student and Family Services, Director of Specialized Services, Director of Curriculum Assessment and Program Evaluation, English Language Learners and World Languages Manager, and Manager for Career Readiness and Student Programming.
- Works effectively to create, implement, monitor and evaluate high impact strategies, school improvement plans, and transformational plans.
- Provides leadership in planning, coordinating and implementing all academic and instructional programs and services to improve the academic achievement of all students
- Coordinates curriculum and instructional programs for all three high schools
- Coordinates in collaboration with the Director of Curriculum, Assessment and Program Evaluation to align and coordinate the district's curriculum, instruction, and assessment program.
- Chairs committees charged with recommending instructional materials and/or equipment.
- Facilitates and implements articulation initiatives with feeder districts, universities, and academic partners.
- Coordinates and approves student teacher placements in collaboration with building principals.

Exhibit A

- Coordinates summer school, and the summer instructional programs for the district.
- Works collaboratively with the Assistant Superintendent of Finance, Business Services and Fund Development to ensure financial support is provided to support academic programs in alignment with the financial plan.
- Oversees the completion of district, state and other reports as required.
- Monitors the master schedule development process in each building and recommend the approval of 6th assignments and new course offerings.
- Coordinates and implements the district wide professional development plan.
- Provides continuous, and sustained leadership training for central office administrators, building administrators and teachers to increase instructional performance and skills.
- Works collaboratively with the Assistant Superintendent of Human Resources, School Safety and Athletics to select and retain highly qualified instructional and non-instructional staff.
- Develops a comprehensive digital media platform focused on instructional leadership and support.
- Creates and maintains an electronic teacher learning community within the new portal.
- Develops processes to evaluate and assess the effectiveness of the district's educational programs.
- Establishes policies and procedures which are consistent with State and Federal Laws, the directives of the Board of Education and the Superintendent and provides responsive and efficient service on behalf of the District.
- Collaborates with community-based organizations to complement and supplement the district's initiatives involving student and family services.
- Develops and prepares the annual department budget, allocates resources and implements adequate control of the approved budget.
- Manages personnel, to include work allocation, training, problem resolution, evaluating performance and making recommendations for personnel actions according to the policies and procedures of PTHS 209 and direction provided by the Superintendent of Schools and Board of Education.
- Follows the collective bargaining agreements:
 - Administrates all aspects of the collective bargaining agreements
 - Addresses educational and personnel issues in the collective bargaining agreements at the Assistant Superintendent level in relation to Academics and Student and Family Services
- Attends meetings of the Board of Education and attend other district and community committees, at the request of the Superintendent.
- Establishes and maintains appropriate records for professional development, contracts and Professional Development hours offered at district level.
- Performs other duties as assigned to include the duties of the Superintendent of Schools, if required.

Qualifications/Requirements:

The Assistant Superintendent for Academics and Family Services evaluates both certified and non-certified staff. When required s/he will assume the duties of the Superintendent of Schools

Exhibit A

in their absence. To fulfill these requirements, the Assistant Superintendent for , Student and Family Services is required to possess:

- Doctorate Preferred.
- Illinois Professional Educator License with superintendent endorsement.
- PERA training qualified for teacher and administrative evaluations.
- A minimum of 5 years of successful experience in secondary education supervision and management or related field. Principal, Assistant Superintendent, Regional Superintendent.

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 INDICATORS FOR DR. NICOLE HOWARD

Goal I: The Assistant Superintendent shall be responsible for the improvement of student performance and academic achievement.

The indicators of success for this goal shall be as follows:

1. An annual increase in the District-wide graduation rate of 1.5%. For purposes of this indicator, "graduation rate" shall be defined as set forth in 34 CFR §200.19(b)(1)-(9).
2. An annual increase in District-wide college readiness of 1.5%. For purposes of this indicator "college readiness" shall be defined as that measure is calculated by ISBE for purposes of the school report card.
3. An annual decrease in students deemed chronically or habitually truant of 1.5%. For purposes of this indicator, a student who is a "chronic or habitual truant" shall be defined as set forth in 105 ILCS 5/26-2a.
4. The Assistant Superintendent will expand equity in leading, teaching and learning District-wide and will implement equity plans for each school designed to deepen cultural awareness and equitable practices for all students.
5. The Assistant Superintendent shall implement mechanisms to collect, analyze and utilize data to establish systems, programs, concepts and/or mechanisms that will improve performance and accountability for all staff.
6. The Assistant Superintendent will institute programs and/or initiatives, within the financial constraints of the District, which are aimed at closing the existing academic achievement gap between students.
7. The Assistant Superintendent will establish a relationship with local colleges in order to enhance post- secondary goals for all students.
8. The Assistant Superintendent for Academics, and Student /Family Services shall implement process to ensure that the evaluations of the District's teachers provide useful feedback and targeted support which assists the teachers in obtaining prescriptive, individualized support designed to assist teacher growth.

Goal II: The Assistant Superintendent shall be responsible for ensuring the financial stability and well-being of her Office and Departments and shall institute measures to ensure the efficient and efficient operation of the District.

The indicators of success for this goal shall be as follows:

1. The Assistant Superintendent shall work collaboratively with the superintendent in order to develop and implement a five-year Financial Plan that adheres to a long range

financial outlook and shows a sustainable revenue/expense ratio over the life of the 5 year plan.

2. The Assistant Superintendent will work on creating and maintaining balanced budgets to ensure that the district budget is responsibly and appropriately allocated and utilized each year in order to most effectively reach the educational goals of the District.

Goal III: The Assistant Superintendent shall implement programs and practices to empower families and the community to be engaged in dialogue, deliberation and collaborative thinking around common interests for the District's schools and for the development and implementation of ideas, programs and services that improve the District.

The indicators of success for this goal shall be:

1. The Assistant Superintendent shall ensure alignment of District goals, objectives, strategies and initiatives among all stakeholders in order to increase capacity and engagement in the District designed to meet student needs and remove barriers to student success. This shall include, but not be limited to, working on articulation with foundational schools.
2. The Assistant Superintendent will refine and implement a District-wide communication plan focus on academics or instructional leadership designed to promote the District as a professional, responsive and well-managed organization dedicated to student achievement and articulation.
3. The Assistant Superintendent will create a process for ensuring the utilization of School-Parent compacts to promote the required parent meetings, increased parental engagement at all three schools, and create a standard of care focus on customer care or legendary service.

Evaluation Rubric:

- Student Achievement value: 55%
- Financial Goals value: 15%
- Collaboration value: 30%