

**PRINCIPAL CONTRACT**

**BOARD OF EDUCATION  
SCHOOL DISTRICT NO. 78  
COOK COUNTY, ILLINOIS**

This Agreement is made as of the 21<sup>st</sup> day of January, 2019, by and between the Board of Education of Rosemont School District No. 78, Cook County, Illinois (the "Board"), and Laurie Kovalcik (the "Principal").

In consideration of the mutual covenants set forth below, it is agreed by and between the Board and the Principal as follows:

**1. EMPLOYMENT**

The Board shall employ Laurie Kovalcik as a Principal for Rosemont School District No. 78, Cook County, Illinois (the "District") for the period from January 21, 2019 to June 30, 2021. This is a 12 month position. For the purposes of this Agreement, the "Contract Period" shall be the period from January 21, 2019 through June 30, 2021. This is a performance based contract as authorized by Section 10-23.8a of the Illinois School Code, (105 ILCS 5/10-23.8a).

**2. SALARY**

For her services as Principal, Laurie Kovalcik shall be paid a salary based upon an annual rate of \$90,000.00 pro-rated for the period from January 21, 2019 through June 30, 2019 and thereafter an annual salary at the rate of: (1) \$92,700.00 for the July 1, 2019 to June 30, 2020 period and (2) \$95,481.00 for the July 1, 2020 to June 30, 2021 period. The Principal's salary shall be paid in equal semi-monthly installments in accordance with the policy of the Board governing payment of salaries to other certified members of the professional staff. In addition, the Board shall pay for or "pick-up" the Principal's contributions to the Illinois Teachers Retirement System. Such payments to the Illinois Teachers Retirement System as the Board shall be required to make shall be in addition to and not deducted from the Principals salary. The Principal shall not have the option of choosing to receive directly the amounts contributed to TRS by the Board on the Principal's behalf, nor any right or claim to the contributions to TRS except as such may subsequently become available pursuant to the provisions of the Pension Code and TRS rules and regulations.

**3. BENEFITS**

- A. The Principal shall receive paid vacation time as follows: 10 working days for the period from January 21, 2019 through June 30, 2019; 20 working days for the

July 1, 2019 to June 30, 2020 period and 20 working days for the July 1, 2020 to June 30, 2021 period. The Principal shall also receive the following days as paid holidays: July 4, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve, New Year's Day, Martin Luther King's Birthday, President's Day, Pulaski Day, the first day of Spring Break and Memorial Day. Saturdays, Sundays and the dates designated as paid holidays for the Principal shall not be considered working days. The Principal shall not be entitled to any additional compensation of any kind should she perform services on any day that is not considered a working day. The Principal shall advise the Superintendent in advance of taking any vacation which has a duration of two consecutive working days or less. Before taking a vacation which has a duration of more than two working days, the Principal shall request and receive the pre-approval of the Superintendent. Unless the Board otherwise approves, the Principal shall be entitled to take vacation days only during the period for which the vacation days were received and during the period which extends sixty days beyond the expiration of such period for which the vacation days were received. If the Principal does not take any vacation days during the period for which the vacation days were received and the period which ends 60 days beyond such period, then such days shall be forfeited. Except, said unused vacation days shall not be forfeited if the Principal was prevented from taking her vacation days during the period in which the vacation days were received, or within 60 days thereafter, by any action or direction of the District, the Board or the Superintendent.

- B. The Principal shall receive the same sick leave, personal days and bereavement leave as the Board provides to full time certified teachers employed by the Board. Personal days not taken by June 30<sup>th</sup> shall be added to the Principal's accumulated sick leave days as of the following July 1st provided that the Principal has not accumulated the maximum number of days of sick leave days allowed. The Principal shall not utilize personal days on consecutive working days without the prior approval of the Superintendent.
- C. The Principal shall be credited with the sick leave she has previously accrued or had been credited with as an employee of the District. The Principal shall be permitted to accumulate up to a maximum of 375 days of sick leave, including sick leave the Principal has earned as a result of her prior service with the District.
- D. The Principal shall receive family coverage under the Board's medical and hospitalization benefits program. The Principal shall be required to pay any employee share of the premium for under the Board's medical and hospitalization benefits program.

- E. The Principal shall receive family coverage under the Board's dental insurance program. The Principal shall be required to pay any employee share of the premium for the Board's dental insurance program.
- F. The Principal shall receive a term life insurance policy with a face value of \$100,000.
- G. The Principal shall receive an allowance of \$300.00 per month to cover the costs the Principal incurs in utilizing a motor vehicle in the performance of her duties under this Agreement. The Principal shall not be entitled to receive any additional reimbursements for the cost of obtaining, operating or maintaining a motor vehicle without the prior written approval of the Board.
- H. The Board shall pay the cost of the Principal's annual membership dues in the American Association of School Administrators, the Illinois Association of School Administrators. The Principal may request that the Board pay membership dues for the Principal for other appropriate professional organizations approved by the Superintendent.
- I. The Principal shall receive any new benefits which the Board provides to the certified teaching staff of the School District for the first time after the date of this agreement unless the Principal is already entitled to receive the same type of benefit under this agreement. But, after June 30, 2020, the Principal shall not be entitled to receive any monetary payment to the extent it will cause all her TRS credible earnings for a July 1<sup>st</sup> through June 30<sup>th</sup> fiscal year to exceed 103% of the Principal's TRS annual full-time salary for the prior fiscal year. However, if 40 ILCS 5/16-158 is amended to provide that the District will not need to make a present value payment to TRS for year-to-year TRS credible earnings increases which exceed 3%, this paragraph's 103% cap on year to year earnings increase shall be increased to the maximum amount that may be allowed by the new legislation without imposing any requirement on the District to make a present value payment to TRS, but shall not exceed 106% of the prior year's TRS creditable earnings.

#### 4. MEDICAL EXAMINATION

The Board may require the Principal to undergo a comprehensive medical/psychological examination annually by a doctor licensed to practice medicine in all its branches that is chosen by the Board. The Principal shall undergo such examination if requested to do so by the Board and cooperate with the examination. Such examination, if performed, shall include those tests deemed to be necessary by the doctor. The cost of the examination shall be required by the District.

**5. CERTIFICATION**

The Principal shall at all times during the term of this Agreement hold all valid Certificates that are required by State Law, the Illinois State Board of Education and the Illinois State Teachers Certification Board for her to serve as a Principal. A copy of the required Certifications establishing that the Principal is qualified to serve as a Principal for the District shall be furnished to the Superintendent and the Board and shall be maintained in the Principal's employment file.

**6. DUTIES**

The Principal shall assume administrative responsibilities and instructional leadership, under the supervision of the Superintendent, and in accordance with reasonable rules and regulations of the Board, for the planning, operation and evaluation of the educational program of the District's elementary school. The Principal's primary responsibility shall be the improvement of instruction. The majority of the time spent by the Principal shall be spent on curriculum and staff development through both formal and informal activities, establishing clear lines of communication regarding school goals, accomplishments, practices and policies with parents and teachers. It shall also be the responsibility of the Principal to utilize resources of proper law enforcement agencies when the safety and welfare of students and teachers are threatened. The principal shall submit recommendations to the Superintendent concerning the appointment, retention, promotion and assignment of all personnel assigned to the attendance center.

**7. EXTENT OF SERVICE**

- A. The Principal shall devote her full working time, attention and energy to the administrative, business and educational affairs of the School District. However, without loss of salary, but subject to prior approval by the Board, she may attend university courses, seminars or other professional growth activities and engage in other school or education-related activities. The Principal shall not jeopardize the proper functioning of the District by reason of her involvement in any such activities.
- B. The Principal shall attend professional meetings at the local, state and national level when requested by the Superintendent and approval is given by the Board.
- C. The Principal shall participate in local, civic and fraternal organizations in the interest of promoting a better understanding of the District's functions and its concerns. Subject to the prior approval of the Board, the Principal shall be

reimbursed for any membership dues or similar costs incurred as a result of her participation in activities of such local, civic and fraternal organizations.

## **8. FORMAL EVALUATION**

Annually, but no later than March 1st of each Contract Year, the Superintendent and the Board shall evaluate the Principal's performance and meet with her to discuss the working relationships between the Principal, the Superintendent, the Board and other employees of the District. The Principal's evaluation shall include an evaluation on their instructional leadership ability, their ability to maintain a positive education and learning climate, and upon the progress made in the attainment of the performance goals attached to this contract. The evaluation shall include any State Board of Education requirements for Principal evaluation instruments and procedures. The District, per the requirements of the School Code shall establish a principal evaluation plan which:

- A. Rates the Principal's performance as either "excellent", "proficient", "needs improvement" or "unsatisfactory"
- B. Ensures that the Principal is evaluated at least once every school year.
- C. Includes description of the Principal's duties and responsibilities and the standard to which the Principal is expected to perform.
- D. Considers the Principals' specific duties, responsibilities, management and competence as Principal.
- E. Specifies the Principal's strengths and weaknesses with supporting reasons.
- F. Aligns with research based standards established by ISBE rule.
- G. Provide for the use of data and indicators on student growth as a significant factor in rating performance.

If the Superintendent/Board have any substantial concerns regarding the performance of the Principal, such concerns shall be expressed in writing and sent to the Principal. The Principal shall have a right to respond in writing to and written concerns. At the request of the Superintendent or the Board, the evaluation meeting shall be closed to attendance by members of the public.

## **9. TERMINATION**

This Agreement may be terminated prior to June 30, 2021

- A. By the mutual agreement of the Board and the Principal.
- B. In the event of disability of the Principal by illness or incapacity any time after the Principal has exhausted her accumulated sick leave and has been absent from the District for whatever cause for an additional continuous period of three months. To effectuate such termination, the Board shall give the Principal written notice. All obligations of the Board shall cease when such written notice is given. The Board has the right to require the Principal to submit to a medical examination, either physical or mental, whenever the Board deems the Principal to be disabled. Such examination shall be performed by a doctor licensed to practice medicine in all its branches. The doctor shall be chosen by the Board and the cost of such examination shall be borne by the Board.
- C. If cause for discharge exists. Cause for discharge shall exist if the Principal engages in conduct which is seriously prejudicial to the District, including but not limited to, neglect of duty, inefficiency or incompetency. The failure of the Principal to comply with the terms of this Agreement shall constitute cause for discharge. Prior to such discharge being effective, the Principal shall be given written notice of the reason why she is being discharged and the opportunity to appear at a hearing before the Board to discuss these reasons. If the Principal chooses to appear at a hearing before the Board, she may be represented at her own expense, by legal counsel. Members of the public shall not be allowed to attend that part of any meeting of the Board where the reasons for the discharge of the Principal for cause are discussed.
- D. In the event of the death of the Principal.

**10. PERFORMANCE GOALS AND INDICATORS**

This is a performance based contract as authorized by Section 10-23.8a of the Illinois School Code, (105 ILCS 5/10-23.8a). Attached hereto as Exhibit 1 are the goals and indicators of student performance and academic improvement that have been set by the Board and Superintendent in consultation with the Principal. The accomplishment of these goals and the progress toward the accomplishment of these goals are to be included in the evaluation of the Principal to measure the performance and effectiveness of the Principal. These goals, as may be amended from time to time, will enhance student performance and achieve academic improvement.

Each June 30<sup>th</sup> during this Contract, the Superintendent will review and, if appropriate revise the goals to be met in future years of this contract. Any modified goals shall be signed by

the Principal, the Superintendent and the Board, shall be appended to this contract and shall be considered as part of this contract.

**11. NO CONTRACTUAL CONTINUED SERVICE**

In accordance with the terms of Section 10-23.8a of the Illinois School Code (105 ILCS 5/10-23.8a), by accepting the terms of this performance-based multi-year Contract, the Principal acknowledges that he waives all rights which might otherwise be granted her under Sections 24-11 through 24-16 of the School Code only for the duration of her employment as Principal. However, although the Principal shall have to right to continued employment in the position of principal, nothing contained herein shall cause the Principal to lose or waive the tenure previously earned as a teacher within the District.

**12. NOTICES**

Any notice required to be given to the Principal under this Agreement shall be in writing and shall be deemed to be given on the date it is actually received by the Principal or two days, not counting Sundays or federal legal holidays, after it is mailed by certified mail, return receipt requested, to the residence of the Principal.

**13. MISCELLANEOUS**

- A. This contract has been executed in Illinois and shall be governed in accordance with the laws of the State of Illinois in every respect.
- B. Paragraph headings and numbers have been inserted for convenience of reference only, and if there shall be any conflict between any such headings or numbers and the text of this contract, the text shall control.
- C. This contract may be executed in one or more counterparts, each of which shall be considered an original, and all of which taken together shall be considered one and the same instrument.
- D. If any provision of this contract is subsequently declared by the proper judicial authority, in a final decision, to be unlawful or unenforceable, all other provisions of the contract shall remain in full force and effect.
- E. This contract contains all the terms agreed upon by the parties with respect to the subject matter of this contract and supersedes all prior agreements, arrangements

and communications between the parties concerning such subject matter whether oral or written. Except as to modifications expressly provided for in this contract, no modification or amendment of this contract shall be valid or binding on the parties unless it is in writing and executed by the Board and the Principal.

- F. This contract shall become effective, and be deemed dated, as of the date the last of the parties signs this contract, as set forth below.

WHEREAS, in Witness Whereof, the Board of Education of School District No. 78, Cook County, Illinois, by its President and Secretary, and Laurie Kovalcik have each affixed their signatures hereto on the dates indicated below.

<p>Laurie Kovalcik <u>Laurie Kovalcik</u> Dated: <u>1-14-19</u></p>	<p>Board of Education of Rosemont School District No. 78. <u>Joseph J. Santillo</u> Board President Attest: <u>Edward A. Murphy</u> Board Secretary Date: <u>1-14-19</u></p>
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