

**DIRECTOR OF SPECIAL EDUCATION
EMPLOYMENT CONTRACT
(2026 - 2029)**

THIS AGREEMENT is made on May 7, 2026, between the **Board of Education of Lincolnwood School District No. 74, Cook County, Illinois** (the “Board”), and **Jennifer Ruttkay** (the “Administrator”) (collectively, the “parties”).

A. EMPLOYMENT AND COMPENSATION

1. **Salary and Term of Employment.** The Board employs the Administrator for a multi-year period commencing July 1, 2026, through and including June 30, 2029. The Administrator shall be paid an annual salary payable in 26 equal installments in accordance with the rules of the Board governing payments of other administrative staff members in the District, in the following amounts:
 - For July 1, 2026, through June 30, 2027, the salary shall be \$136,000;
 - For July 1, 2027, through June 30, 2028, the salary shall be \$142,000; and
 - For July 1, 2028, through June 30, 2029, the salary shall be \$147,325;

The Contract will consist of 205 workdays for a Contract Year. The Administrator acknowledges that she will work on a schedule set by the Superintendent and agrees that the 205-workday provision is intended solely for the purposes of calculating compensation and/or benefits on a per-diem basis and is not intended to establish or limit the number of days the Administrator may be required to work during a Contract Year.

The Administrator hereby accepts employment upon the terms and conditions hereinafter set forth.

2. **Teachers’ Retirement System and Health Insurance Security Fund.** In addition to the annual salary stated in paragraph A.1 of this Contract, the Board shall pay on behalf of the Administrator to the Teachers’ Retirement System of the State of Illinois (hereafter “TRS”) and the Teachers Health Insurance Security Fund (hereafter “THIS”) the Administrator’s required member contributions to such pension system and health fund. The Administrator shall not have any right or claim to said amounts, except as they may become available at the time of retirement or resignation from TRS and THIS. Both parties acknowledge that the Administrator did not have the option of choosing to receive the contributed amounts directly, instead of having such contributions paid by the Board to the TRS and THIS, and further acknowledge that such contributions are made as a condition of employment to secure the Administrator’s future services, knowledge, and experience. The Administrator does not have the right to receive payment for any amounts that would have been contributed to TRS or THIS by the Board on her behalf had the Administrator’s required contributions not been limited by such retirement system and fund due to the application of an established limit for contributions to the

pension plan, or to a refund of an overpayment of such contributions due to a decrease in the applicable member rate, if any.

3. **Creditable Earnings.** The parties agree that the Board makes no representations regarding the creditable earnings status with respect to any compensation received by the Administrator pursuant to the terms of this Contract. Any and all determinations regarding creditable earnings, creditable service, and related TRS issues shall be made by TRS and, where applicable, a court of competent jurisdiction.

B. CONDITIONS OF EMPLOYMENT

1. **License.** During the term of this Contract, the Administrator shall hold a valid and properly registered license with necessary endorsement as issued by the Illinois State Educator Preparation and Licensure Board qualifying her to serve in District 74 in the position of Director of Special Education. The Administrator shall also keep current her attendance at required state Administrator Academy workshops and shall satisfy other license renewal and prequalification requirements necessary to enable her to legally evaluate staff.
2. **Medical Examination.** Pursuant to paragraph 24-5 of the *School Code*, the Administrator shall submit, at Board expense, to a physical or mental examination by a physician licensed in Illinois to practice medicine and surgery in all its branches whenever the Board deems such examination necessary and in accordance with applicable law. As a condition of employment, the Administrator also agrees to comply with all health requirements established by law.
3. **Cell Phone.** The Administrator is required to purchase and maintain a cell phone at her own expense and provide the cell phone number to District administrators and Board members for daily communication.
4. **Tenure and Related Rights.** The Administrator acknowledges that, pursuant to the School Code, and by accepting the terms of a multi-year contract, the Administrator waives all tenure and other rights granted under Sections 24-11 through 24-16 of the School Code only for the term of the multi-year contract and any multi-year extension thereof; however, the Administrator shall not lose any previously acquired tenure credit with the District, if any.
5. **Employment Representations.** The Administrator represents that she is not under contract with any other employer, including but not limited to school districts or cooperatives, for any portion of the term covered by this Contract. The Administrator further represents that all information provided to the District in the process of application for employment was true and complete.

C. BENEFITS

1. **Reimbursement of Business Expenses.** The Board shall reimburse the Administrator in accordance with District procedures for monthly expenses incurred in the performance of her duties. The Administrator shall itemize and substantiate all expenses incurred, in accordance with applicable Board policy and procedures.
2. **Insurance.** The Board will provide the Administrator with the following insurance benefits:
 - a. Pursuant to the Administrator's benefit election, single or family hospitalization/medical insurance and dental insurance, as provided under any group program effective in the District. If, at any time during the term of this Contract, the Board's payment of insurance premiums is deemed to constitute a discriminatory or otherwise impermissible benefit under law or regulation or other official guidance, subjecting the Board or Administrator to potential penalties, civil fines, benefit plan disqualification, or increased tax payments, including excise taxes, the Board may, in its discretion, determine to decrease or eliminate its payment for such insurance and may, in its discretion, make a corresponding increase in another form of compensation to offset the cash value of the reduction in such insurance premium benefit. The parties acknowledge that the action to modify the benefit set forth in this paragraph of this Contract shall be in implementation of this provision of this Contract and shall not constitute or require an amendment to this Contract.
 - b. Long-term disability insurance, as provided under any group program effective in the District.
 - c. Single or family coverage vision service plan, as provided under any group program effective in the District.
 - d. Group term life and AD&D insurance, in the amount of \$150,000, subject to all eligibility conditions of the District's group program carrier. The Board will pay the premiums, and the Administrator is entitled to designate any and all beneficiaries.
3. **Paid Leave.**
 - a. **Sick Leave.** The Administrator shall be granted sick leave, as defined in Section 24-6 of the School Code, of seventeen (17) working days annually or, to the extent it differs, the same amount as the normal annual allotment provided to District 74 teachers, which may be accumulated to a maximum of 340 days.
 - b. **Personal Leave.** The Administrator shall be granted personal leave of four (4) working days annually, or, to the extent it differs, in the same amount

and pursuant to the same terms of use and accumulation as such days are provided to District 74 teachers.

c. **Cook County Paid Leave Ordinance.** To the extent that the Cook County Paid Leave Ordinance (Amendment 24-0583, effective December 31, 2023, herein “the Ordinance”) applies to any period of employment under this Contract, the Board and the Administrator agree as follows. A portion of the allotment of personal leave days and sick leave days described in this Section, up to the minimum Accrual Cap required under the Ordinance, shall be considered to be provided as Ordinance Paid Leave in fulfillment of the required Paid Leave Ordinance, via the frontload method, for the 12-month period of the School District’s fiscal year (namely, July 1 to the following June 30). Because such Ordinance Paid Leave shall be made available to the Administrator to be used for any purpose allowed under the Ordinance as of the start of the 12-month period, no unused amount shall be carried over to the next 12-month period.

4. **Professional Organizations.** Upon the Superintendent’s approval of the appropriateness of the Administrator’s involvement in state or national organization(s) or professional membership(s), the Board shall pay the reasonable professional dues for such organizations or memberships for the Administrator.
5. **Attendance at Professional Meetings.** The Administrator is expected to attend appropriate professional meetings or conferences at the local and state levels and, subject to prior Superintendent approval, at one national-level conference. Expenses incurred shall be reimbursed by the Board in accordance with applicable Board policy and procedures.
6. **Annuities and Deferred Compensation.** From the annual salary stated in paragraph A.1 of this Contract, the Administrator may (1) annually defer compensation pursuant to and in accordance with the terms of an eligible deferred compensation plan as described in Section 457(b) of the *Internal Revenue Code*, if adopted by the Board, and/or (2) authorize a salary reduction in order that the Board may purchase a 403(b)-eligible product for the Administrator as described in Section 403(b) of the *Internal Revenue Code*, in accordance with the Board’s 403(b) Plan if offered, and provided that the Administrator confirms that any such deferrals and/or reductions are within *Internal Revenue Code* limitations.

D. POWERS AND DUTIES

1. **Duties.** The Administrator, as directed in her job description, shall assist the Superintendent in the administrative operation and management of the School District. The Administrator also shall assume any additional administrative responsibilities and duties as may be assigned, under the supervision and direction of the Superintendent and in accordance with the laws of the State of Illinois and the policies, rules, and regulations of the Board. Additionally, the Administrator

shall keep such records and make such reports as are now or hereafter may be required by law or by the Board.

2. **Extent of Service.** The Administrator shall devote her time, skill, labor, and attention to the business of the School District and related professional activities so as to faithfully perform the duties of Director of Special Education, as set forth in the job description attached as Exhibit A and incorporated in this Contract by reference. With the permission of the Superintendent, the Administrator may attend university courses, seminars, or other professional growth activities; serve as a consultant to another district or educational agency for a short-term duration without loss of salary; or lecture and engage in writing activities and speaking engagements. The Administrator may not jeopardize the functioning of the School District by engaging in or by any lengthy and conspicuous absence for such professional activities.
3. **Compliance with Policies.** The Administrator is responsible for and deemed to have knowledge of all policies, rules, and regulations established by the Board or the District administration and shall comply with their requirements.

E. PERFORMANCE GOALS AND EVALUATIONS

1. **Student Performance and Academic Improvement.** The Administrator acknowledges that, pursuant to Section 10-23.8a of the School Code (105 ILCS 5/10-23.8a), this multi-year agreement is subject to performance-based goals and indicators. The Parties agree the goals and indicators are linked to student performance and academic improvement of the schools within the District.

Annually the Administrator, in consultation with the Superintendent, shall develop the Administrator's goals for the forthcoming year, which shall be set forth in the Administrator's annual evaluation document which will be submitted to the Board for its approval. In the event that the Administrator, Superintendent, and the Board fail to agree on the goals to be included in said document, the Superintendent and the Board shall establish the goals.

In addition to the above, the Parties may establish additional annual performance objectives which shall be reduced to writing, attached hereto as Exhibit B and included as part of this Agreement.

2. **Evaluation.** One copy of the evaluation shall be included in the Administrator's personnel file and one copy of the evaluation shall be provided to the Administrator. Except as provided by statute, failure of the Superintendent or designee to complete an evaluation does not preclude termination or non-renewal of this Contract.

F. RENEWAL OR AMENDMENT OF CONTRACT

1. **Non-Renewal.** In the event the Board determines not to renew or extend the employment of the Administrator, this Contract shall expire on the last day of the

term stated above in paragraph A.1 of this Contract. Notice of intent not to renew this Contract shall be given in accordance with applicable requirements of the Illinois *School Code*, if any.

2. **Renewal.** Before the end of this Contract, the Board and Administrator may renew or extend the Administrator's employment upon such terms and conditions as they may mutually agree, provided the goals and indicators of student performance and academic improvement referenced in paragraph E.1 of this Contract have been met. In such event, the Board and Administrator shall take specific action to enter into a new contract of employment to take effect after the expiration of this Contract.
3. **Amendment.** Any adjustment or modification made during the life of this Contract shall be in the form of a written amendment and shall become a part of this Contract, but such adjustment or modification shall not be construed as a new contract with the Administrator or as an extension of the termination date of this Contract.
4. **Reclassification.** Throughout the term of this Contract, or any extension hereof, the Administrator shall be subject to reclassification, by demotion or reduction in rank, in accordance with the terms, provisions and procedures of the Illinois School Code. Nothing, however, shall be construed so as to limit the authority of the Board to order the lateral transfer of the Administrator to a position of similar rank and equal salary during the term of this Contract.

G. TERMINATION

1. **Grounds for Termination.** This Contract may be terminated during its term:
 - a. By mutual agreement, in writing;
 - b. Upon the Administrator's permanent disability (inability to perform essential job functions with or without accommodation) (The Administrator shall be considered permanently disabled: (i) after any absence due to "permanent illness or incapacity" in accordance with the terms of the Board Policy on Temporary Illness or Incapacity; (ii) if she presents to the Board a physician's statement certifying that she is permanently disabled or incapacitated; or (iii) if the Board deems the Administrator permanently disabled after a Board-required physical or mental examination. Before a termination for permanent disability, the Administrator may request a hearing before the Board. If the Administrator chooses to be accompanied by legal counsel, she shall bear any related costs. The Board hearing shall be conducted in executive session.);
 - c. Via discharge for cause;
 - d. Upon elimination of the Administrator's position; or
 - e. Upon the death of the Administrator.

2. **Cause.** Discharge for cause during the term of this Contract shall be for any conduct, act, or failure to act by the Administrator that, in the discretion of the Board, is detrimental to the best interests of the School District. Reasons for discharge for cause shall be given in writing to the Administrator, who will be entitled to notice and a hearing before the Board to discuss such causes. If the Administrator chooses to be accompanied by legal counsel, she shall bear any costs involved. The Board hearing shall be conducted in closed session. The decision of the Board will be final.

H. MISCELLANEOUS

1. **Notices.** Any notice required to be given under this Contract shall be deemed sufficient if it is in writing and sent by first class mail or certified mail, postage prepaid, to the last known residence of the Administrator or the President of the Board at the administrative offices of the District.
2. **Governing Law and Venue.** This Contract 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 venue for all actions between the parties shall lie solely in the state court having jurisdiction over Cook County, Illinois, and the Administrator hereby submits to the jurisdiction of the same.
3. **Headings.** Paragraph headings and numbers have been inserted for convenience of reference only and, if there is any conflict between such headings or numbers and the text of this Contract, the text shall control.
4. **Counterparts.** This Contract may be executed in multiple counterparts, and a set of counterparts bearing the signatures of both parties constitutes the Contract as if the parties had signed a single document.
5. **Complete Understanding.** 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.
6. **Effect of Agreement.** This Contract shall inure to the benefit of and be binding upon the Board and its successors and assigns. If any portion of this Contract is deemed to be illegal or unenforceable, the remainder shall remain in full force and effect.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the parties have executed this Contract on the date written above, upon formal approval by the Board at a duly convened meeting.

ADMINISTRATOR

**BOARD OF EDUCATION OF
LINCOLNWOOD SCHOOL DISTRICT
NO. 74, COOK COUNTY, ILLINOIS**

Jennifer Ruttkay

By: _____
Board President

Date: _____

Date: _____

ATTEST

By: _____
Board Secretary

Date: _____

EXHIBIT A

JOB DESCRIPTION – DIRECTOR OF SPECIAL EDUCATION



EXHIBIT A

Director of Special Education

Job Category: Certified

Status: Exempt

Location: Administration Building

Reports to: Superintendent of Schools

Qualifications

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skills, and abilities required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- Illinois State Board of Education Professional Educator Licensure appropriate to assignment; Director of Special Education endorsement.
- Minimum of 5 years experience in the field of special education.
- Ability to demonstrate personal and professional ethical behavior.
- Ability to demonstrate leadership qualities.
- Ability to demonstrate strong communication skills.

Job Goal

To enable students to derive the fullest possible educational experience from school by overseeing the district's special education program.

Performance Responsibilities

- Oversees the school's special education programs.
- Plans, organizes and directs implementation of special education processes.
- Keeps the Superintendent informed of the status of current issues in special education.
- Makes recommendations regarding the district's special education program.
- Supervises the maintenance of special education records.
- Prepares or supervises the preparation of reports, records, lists and all other paperwork required or appropriate when it is requested.
- Works with members of the administration team regarding special education programming.
- Confers with teachers, administrators and parents whenever necessary.
- Consults with parents, school staff and teachers about ways to facilitate the learning and adjustment of students.
- Works in a cooperative and positive manner with parents.
- Responds to written and oral requests for information.
- Keeps up with changes and developments in the profession by attending professional meetings, reading professional journals and discussing problems of mutual interest with others in the field.
- Participates in the selection of special education personnel.
- Orients newly assigned staff members and assists in their development, as appropriate.
- Conducts district special education meetings.
- Facilitates Eligibility Determination Conferences and Individualized Education Plan meetings (EDC/IEP).
- Serves as a resource on mental health topics for staff.
- Acts as the liaison between the district and township/private placements.
- Coordinates preschool screenings.

- Acts as a district liaison with Niles Township District for Special Education (NTDSE).
- Acts as administrative agent at EDC/IEP meetings.
- Protects the School District, its students and staff from and against liability, property damage and losses.
- Complies with federal, state and local policies and regulations in the delivery of special education services.
- Presents to the school board annually or as requested.
- Evaluate the performance of district Special Education Teachers.
- *Other essential duties and responsibilities may be assigned.*

Physical, Sensory and Environmental Demands

Physical: The employee frequently is required to stand, walk, sit, use hands and fingers; sit continuously for extended periods of time; and reach with hands and arms. The employee must have the ability to use a keyboard and equipment typically found in an administrative work setting.

Sensory: While performing the duties of this job, the employee is regularly required to talk and/or hear. Specific vision abilities required by this job include close vision, distance vision, ability to adjust focus, read and interpret documents and instruction; frequent identification of letters, numbers, and symbols in a technology environment.

Environmental: While performing the duties of this job, the employee is exposed to equipment and noise levels typical of an administrative office environment.

Evaluation:

Performance will be evaluated by the Superintendent in accordance with Board's Policy.

Terms of Employment

205 work days. Salary to be determined by Board of Education.