

**Subject:** Fwd: contract  
**From:** Eric Bush <bushe@mokena159.org>  
**Date:** 4/16/2024, 8:11 PM  
**To:** School Board <schoolboard@mokena159.org>

Board - Attached is an email from Kelli regarding Dr. Cohen's handling of Megan's contract. The Plan for his evaluation and goals has remained unchanged. For April closed session, we will finalize his evaluation. We can discuss the items Kelli notes in her email as we finalize his evaluation. For May closed session, we will start to discuss his goals for the 2024/25 school year. For June closed session, we will finalize his goals.

Regards,

Eric

----- Forwarded message -----

**From:** Kelli MacMillan <[macmillank@mokena159.org](mailto:macmillank@mokena159.org)>  
**Date:** Mon, Apr 15, 2024 at 7:28 AM  
**Subject:** Re: contract  
**To:** Mark Cohen <[cohenm@mokena159.org](mailto:cohenm@mokena159.org)>, Eric Bush <[bushe@mokena159.org](mailto:bushe@mokena159.org)>

**Good morning.**

**Mark,**

1. As discussed on Friday, please add the new contract for Megan Mundt for BOE approval as well as add her to the personnel report action item. You agreed to talk to John to ensure we are documenting this appropriately. My guess is we do an amendment and not a new contract. Note this clause:

G. Except as may otherwise be provided, no subsequent alteration, amendment, change, or addition to this Contract shall be binding upon the parties unless reduced to writing and duly authorized and signed by each of them.

2. Please provide the BOE a breakdown of what the additional \$15k in salary will cost over the course of 5 years, total. Please consider employer taxes, TRS, and an estimated 4% annual increase, etc.. I estimate ~\$95k added to our budget over 5 years by making this change - is that about right?

3. What is the status of the Administrator evaluations? How / when do you report those to the BOE? I would have expected this to occur before your administrator salary increase recommendations.

**Eric / Board,**

I texted you to try to talk this weekend Eric, and never heard back from you. During our closed session on Wednesday, I'd like the BOE to discuss the steps Mark took to accomplish this in his role, and without board endorsement as part of his performance discussion. Eric, can you please

update the BOE on the plan for his evaluation being finalized and when we will develop his goals for SY24-25.

**Facts:**

1. Ms. Mundt and the BOE duly executed an employment contract in February for \$118K.
2. The Superintendent is not a party to the contract nor is he our authorized representative (as Mark asserted to me and Julie in our meeting last week).
3. On March 27th, Mark met with Ms. Mundt and promised her \$133k salary for SY24-25, without consulting with the BOE.
4. Mark made the offer to Ms. Mundt based on a call he received from the incoming superintendent of Lemont district (not currently employed by Lemont) saying that is what she offered Ms. Mundt, which he promised we would match. The BOE was not provided a copy of a written offer made by Lemont.
5. Lemont school district has ~2500 students as compared to our ~1500 students. Their SY24 Admin salaries were ~\$1.6M as compared to our ~\$1.1M.
6. Mark sent the BOE an email saying what he'd done, not asking for approval. This was supported only by his opinions and surmising what would have happened if he didn't take that action.
7. He reported there was no time to discuss this with the board before he did it, despite two days between when he was tipped off and when he met with Ms. Mundt.
8. In our meeting last week, Mark asserted to Julie and I that he had the authority to do so, that it was part of his job, and that he would not be micromanaged by the board.
9. As of last week, Mark's plan was to essentially pretend like the February contract didn't happen and do a new contract for the \$133k without consulting with our attorney. That is what he told Julie and I in his office when I'd asked how he is going to document the change.
10. This was a knee jerk response that will cost the district much more than \$15k/year. I estimate ~\$95k over the next 5 years and I've asked Mark to calculate it.
11. It was done after we'd verbally consented to other administrator increases >4% and while we are in negotiations with teachers and expect increases there. This action propels administrator increases to 5% which is more than what we have on the table for teachers now.
12. Mark confirmed he's already begun the process of communicating with administrators the amounts of their new contracts before allowing the board to reevaluate the big picture.
13. When broaching the subject of Admin increases, Mark contends that Teachers do not look at Administrator increases as a point of comparison when thinking about their own increases.
14. This is a board action that, if opposed by the public, will come back to the board, not the Superintendent. As a board, can we justify this additional spend as being a sound financial decision and absolutely necessary spend of taxpayer dollars?

Below is a snip of our BOE Policy 2:20 and 3:50, which are referenced in Mark's employment contract. It sounds like we all need to familiarize ourselves with our policies and what our respective roles and responsibilities are.

The notion that board members are "micromanaging" Mark because we are questioning the action he took on an administrator's employment contract after it was approved by the board is absurd. The notion that Mark has the authority to hire and fire is wrong. It is troubling to hear Mark assert to two board members that he has the authority and that he is acting as "our agent" to terminate Ms. Mundt's Feb. contract demonstrates a lack of understanding on where the lines lie.

Our policies and the School Code are very clear, this is how it works at every school district. It's critical we all understand where the lines lie and why.

Suggesting our questions on actions Mark took without our approval on an Administrator's employment contract = micromanaging is inappropriate and gaslighting. Mark does not have the power to hire and fire or to execute employment contracts. He makes recommendations to the BOE, for the Board to take action. While we value his insight, recommendations should be supported with factual data and not just opinions. Furthermore, making promises he does not have the authority to make, may open the district up to promissory estoppel liability. In this case, Ms. Mundt may have a case against the district if the BOE does not approve the additional \$15k in salary after he promised that to her if he didn't disclose it was contingent on board approval. If an opportunity is no longer available to her and Mark represented to her that he had the authority to make that promise, she might be able to sue the district if we don't approve the additional \$15k. This may also be the case if Mark is communicating Administrator raises before the contracts are approved by the board.

When Mark denied the BOE a draft of the settlement agreement we approved in Feb. it was similarly inappropriate. It is our contract, and Mark should not deny the board a copy of the contract, at any point in time. That is not micromanaging, it is managing - and that is our job.

Regardless of what the end result is, we cannot set a precedent that Mark has the authority to take this action, nor can we ignore what he did. It keeps happening. We need to be a good manager for our employee.

**If you think this is Mark's job and was within his responsibilities to take that action, please bring something that supports that position for discussion on Wednesday. Board members yelling your opinion at other board members without documentation to support your position accomplishes nothing. Let's try not to do that. If you disagree with what I've laid out above, it's up for discussion. Please just bring something besides your words to support your position, so we can see it and talk it out.**

Please forward this email along with your responses to the BOE as a whole.

Kelli

## **Section 2 - Board of Education**

### **2:20 Powers and Duties of the School Board; Indemnification**

The major powers and duties of the School Board include, but are not limited to:

1. Organizing the Board after each consolidated election by electing officers and establishing its regular meeting schedule and, thereafter, taking action during lawfully called meetings to faithfully fulfill the Board's responsibilities in accordance with State and federal law.
2. Formulating, adopting, and modifying Board policies, at its sole discretion, subject only to mandatory collective bargaining agreements and State and federal law.
3. Employing a Superintendent and other personnel, making employment decisions, dismissing personnel, including determining whether an employee has willfully or negligently failed to report an instance of suspected child abuse or neglect as required by [325 ILCS 5/](#), and establishing an equal employment opportunity policy that prohibits unlawful discrimination.
4. Directing, through policy, the Superintendent, in his or her charge of the District's administration.

## **Section 3 - General School Administration**

### **3:50 Administrative Personnel Other Than the Superintendent**

#### Duties and Authority

The School Board establishes District administrative and supervisory positions in accordance with the District's needs and State law. This policy applies to all administrators other than the Superintendent, including without limitation, Building Principals. The general duties and authority of each administrative or supervisory position are approved by the Board, upon the Superintendent's recommendation, and contained in the respective position's job description. In the event of a conflict, State law and/or the administrator's employment agreement shall control.

#### Qualifications

All administrative personnel shall be appropriately licensed and shall meet all applicable requirements contained in State law and Illinois State Board of Education rules.

#### Evaluation

The Superintendent or designee shall evaluate all administrative personnel and make employment and salary recommendations to the Board.

Administrators shall annually present evidence to the Superintendent of professional growth through attendance at educational conferences, additional schooling, in-service training, and Illinois Administrators' Academy courses, or through other means as approved by the Superintendent.

#### Administrative Work Year

The work year for administrators shall be the same as the District's fiscal year, July 1 through June 30, unless otherwise stated in the employment agreement. In addition to legal holidays, administrators shall have vacation periods as approved by the Superintendent. All administrators shall be available for work when their services are necessary.

#### Compensation and Benefits

The Board and each administrator shall enter into an employment agreement that complies with Board policy and State law. The terms of an individual employment contract, when in conflict with this policy, will control.

The Board will consider the Superintendent's recommendations when setting compensation for individual administrators. These recommendations should be presented to the Board no later than the March Board meeting or at such earlier time that will allow the Board to consider contract renewal and nonrenewal issues.

Unless stated otherwise in individual employment contracts, all benefits and leaves of absence available to teaching personnel are available to administrative personnel.

#### LEGAL REF:

[105 ILCS 5/10-21.4a](#), [5/10-23.8a](#), [5/10-23.8b](#), [5/21B](#), and [5/24A](#).

[23 Ill.Admin.Code §§1.310](#), [1.705](#), and [50.300](#); and [Parts 25](#) and [29](#).

CROSS REF: 3:60 (Administrative Responsibility of the Building Principal), 4:165 (Awareness and

3-50

On Fri, Apr 12, 2024 at 11:28 AM Mark Cohen <[cohenm@mokena159.org](mailto:cohenm@mokena159.org)> wrote:

Dear Board Members,

Kelli asked me for the original signed contract for Megan Mundt from February (the unsigned one is in Boardbook). It is attached.

Mark

----- Forwarded message -----

From: **Kim Zupancich** <[zupancichk@mokena159.org](mailto:zupancichk@mokena159.org)>

Date: Fri, Apr 12, 2024 at 11:18 AM

Subject: Re: contract

To: Mark Cohen <[cohenm@mokena159.org](mailto:cohenm@mokena159.org)>

Hi Mark,

Attached is Megan's signed contract.

Have a great weekend,

**Kim Zupancich, SPHR | HR Coordinator**  
**Mokena School District 159**  
11244 Willowcrest Ln  
Mokena, IL 60448  
[zupancichk@mokena159.org](mailto:zupancichk@mokena159.org)  
(708) 342-4912

On Fri, Apr 12, 2024 at 11:00 AM Mark Cohen <[cohenm@mokena159.org](mailto:cohenm@mokena159.org)> wrote:

Kim,

Can you please send me a digital copy of the contract for Megan Mundt- the one she signed in February? Thanks.

Mark

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Dr. Mark A. Cohen  
Superintendent  
Mokena School District 159  
(708) 342-4900



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Dr. Mark A. Cohen  
Superintendent  
Mokena School District 159  
(708) 342-4900

