

DIRECTOR OF STUDENT SERVICES'S AGREEMENT

THIS AGREEMENT made this 11th day of December, 2018 by and between the BOARD OF EDUCATION, of NILES ELEMENTARY SCHOOL DISTRICT 71 (“BOARD”), and LAURA GUARRACI (“DIRECTOR OF STUDENT SERVICES”), has been approved at the meeting of the BOARD held on December 11, 2018, and is appended to the Minutes of said meeting.

IT IS AGREED:

1. **EMPLOYMENT** - The DIRECTOR OF STUDENT SERVICES is hereby hired and retained from July 1, 2019 through and including June 30, 2022, as DIRECTOR OF STUDENT SERVICES of Niles Elementary School District 71. The DIRECTOR OF STUDENT SERVICES will work 260 work days during the term of this Agreement, such days to be determined by the Superintendent after consultation with the DIRECTOR OF STUDENT SERVICES. This Agreement will not be extended or renewed without the express, written consent of the parties.

2. **DUTIES** - The duties and responsibilities of the DIRECTOR OF STUDENT SERVICES will be those incidental to the office of the DIRECTOR OF STUDENT SERVICES, those set forth in the job description for the position of DIRECTOR OF STUDENT SERVICES (or, those duties contained in Board Policy, as adopted, and which may be amended from time to time), those obligations imposed by the laws of the State of Illinois upon the DIRECTOR OF STUDENT SERVICES, and the performance of other professional duties customarily performed by a DIRECTOR OF STUDENT SERVICES as from time to time may be assigned to the DIRECTOR OF STUDENT SERVICES by the BOARD or Superintendent. The BOARD reserves the right to reassign the DIRECTOR OF STUDENT SERVICES to different duties from time to time requiring certification during the term of this Agreement, without loss of pay or notice of a hearing.

3. **STUDENT PERFORMANCE AND ACADEMIC IMPROVEMENT** – This Agreement is a performance-based contract. The DIRECTOR OF STUDENT SERVICES will address and fulfill the student performance and academic improvement goals attached in Exhibit 1.

4. **SALARY** – For the 2019-2020 contract year, the DIRECTOR OF STUDENT SERVICES'S annual salary will be ONE HUNDRED SEVENTEEN THOUSAND dollars (\$117,000). For the 2020-2021 contract year the DIRECTOR OF STUDENT SERVICES'S annual salary will be calculated by increasing her 2019-2020 annual salary by the annual percentage increase in the Consumer Price Index-All Urban Consumers, as reported in January 2020. For the 2021-2022 contract year the DIRECTOR OF STUDENT SERVICES'S annual salary will be calculated by increasing her 2020-2021 annual salary by the annual percentage increase in the Consumer Price Index-All Urban Consumers, as reported in January 2021.

Provided, however, in no event will an annual salary increase granted under this Agreement be less than three percent (3%), nor greater than five percent (5%).

Notwithstanding the salary computation method described above, in no case will the DIRECTOR OF STUDENT SERVICES'S annual creditable earnings reportable to the Illinois Teacher's Retirement System exceed 6% of the prior year's reportable creditable earnings or by any other amount that would cause a penalty to the BOARD or DIRECTOR OF STUDENT SERVICES.

In consideration of the annual salary set forth above, The DIRECTOR OF STUDENT SERVICES agrees to devote such time, skill, labor and attention to her employment, during the term of this Agreement, in order to faithfully perform the duties of DIRECTOR OF STUDENT SERVICES. Salary will be paid in twenty-four (24) equal installments in accordance with the BOARD policy governing payment of salary to the other certificated members of the professional staff, less such amounts as required by law or provided for in this Agreement. The BOARD retains the right to increase the annual salary and/or fringe benefits of the DIRECTOR OF STUDENT SERVICES during the term of this Agreement, and thereafter, provided that any salary and/or fringe benefit(s) adjustments will not be lower than the annual salary and fringe benefits paid by the BOARD for the preceding contract year. Any adjustment in salary and/or fringe benefits made during the life of this Agreement will be in writing and will become a part of this Agreement. It is provided, however, that by doing so it will not be considered that the BOARD has entered into a new agreement with the DIRECTOR OF STUDENT SERVICES nor that the termination date of this Agreement has been in any way extended. The BOARD and the DIRECTOR OF STUDENT SERVICES, however, may enter into subsequent agreements or extensions of this Agreement for additional periods of time provided both parties agree, and the agreement is reduced to writing.

5. TEACHERS' RETIREMENT SYSTEM CONTRIBUTION – In addition to the salary paid to the DIRECTOR OF STUDENT SERVICES by the BOARD as expressed in Section 4, the BOARD will pick up and pay on the DIRECTOR OF STUDENT SERVICES'S behalf, the DIRECTOR OF STUDENT SERVICES'S entire contribution to the Illinois Teachers' Retirement System ("TRS") pursuant to the *Illinois Pension Code*.

It is the intention of the parties to qualify all such payments picked up and paid by the BOARD on the DIRECTOR OF STUDENT SERVICES'S behalf as employer payments pursuant to Section 414(h) of the *Internal Revenue Code of 1986*, as amended. The DIRECTOR OF STUDENT SERVICES will have no right or claim to the funds so remitted except as they may subsequently become available upon retirement or resignation from TRS. The DIRECTOR OF STUDENT SERVICES does not have the option of choosing to receive the contributed amounts directly instead of having those contributions paid by the BOARD to TRS. These contributions are made as a condition of the DIRECTOR OF STUDENT SERVICES'S employment for her future service, knowledge and experience.

6. TEACHERS' HEALTH INSURANCE SECURITY FUND CONTRIBUTION - The BOARD will pick up and pay on the DIRECTOR OF STUDENT SERVICES'S behalf, the DIRECTOR OF STUDENT SERVICES'S entire retirement contribution to the Teachers' Health

Insurance Security (“THIS”) fund. The BOARD will remit this contribution to “TRS” as the THIS fund’s collection agent.

7. **HOSPITALIZATION/MAJOR MEDICAL INSURANCE** - The BOARD will provide the DIRECTOR OF STUDENT SERVICES, under a group policy, a certificate of hospitalization insurance providing benefits identical to that given other certified administrative and teaching personnel as more fully described in the contract between the BOARD and the NILES COUNCIL OF TEACHERS, DISTRICT 71.

8. **TERM LIFE INSURANCE** - The BOARD will provide and pay the premiums for a term life insurance policy for the DIRECTOR OF STUDENT SERVICES during the term of this Agreement in the amount of FIFTY THOUSAND DOLLARS (\$50,000.00). The BOARD will assign the ownership of the term life insurance policy to a person or trust designated by the DIRECTOR OF STUDENT SERVICES, and upon termination of this Agreement will allow that owner to continue the life insurance policy at its (or his/her) own expense.

9. **MEDICAL EXAMINATION** – Annually during the term of this Agreement, the DIRECTOR OF STUDENT SERVICES will obtain a comprehensive medical examination, the actual cost of which one hundred percent (100%) will be paid by the BOARD. A copy of the examination or certificate of the physician certifying the physical ability of the DIRECTOR OF STUDENT SERVICES to perform her essential job functions will be given to the President of the BOARD. The physician performing the medical examination will be one licensed to practice medicine in all of its branches and will be chosen by the BOARD, or by mutual agreement of the BOARD and DIRECTOR OF STUDENT SERVICES.

10. **SICK LEAVE** –The DIRECTOR OF STUDENT SERVICES will be entitled to fifteen (15) work days of sick leave annually. If the DIRECTOR OF STUDENT SERVICES does not use the full amount of annual sick leave allowed, the unused amount will accumulate without limit. Sick leave availability and usage will be governed by Section 24-6 of the Illinois School Code (105 ILCS 5/24-6). The BOARD may require a physician’s certificate, or equivalent, as a basis for pay during leave after an absence of four (4) consecutive days for personal illness, or as it may deem necessary in other cases.

11. **VACATION AND PERSONAL LEAVE** - The DIRECTOR OF STUDENT SERVICES will receive TWENTY (20) work days of vacation annually, exclusive of weekends and BOARD approved holidays for twelve-month staff. FIVE (5) of these days may be paid out annually at the end of the school year. Other Spring, Summer and Winter non-student attendance periods will constitute work days unless specifically scheduled and credited toward the vacation listed above. Vacation days will be cumulative to the extent that unused vacation days earned during the given year may be carried over for use during the next year to a maximum of TEN (10) days. The scheduling of more than five (5) consecutive vacation days will be by agreement between the Superintendent and the DIRECTOR OF STUDENT SERVICES. Additionally, the DIRECTOR OF STUDENT SERVICES will receive THREE (3) work days of personal leave annually.

12. **BUSINESS AND TRAVEL EXPENSES** - It is anticipated and agreed that the

DIRECTOR OF STUDENT SERVICES will be required to incur certain personal expenses for the official business of the BOARD. As such, the BOARD agrees to reimburse the DIRECTOR OF STUDENT SERVICES for mileage incurred by her on behalf of the BOARD at the standard IRS rate for the mileage reimbursement, subject, however, to the DIRECTOR'S substantiation and the BOARD'S approval of such expenses.

13. **MEMBERSHIP DUES** – With prior BOARD approval and upon proper substantiation, the DIRECTOR OF STUDENT SERVICES will be reimbursed for the dues and membership fees for three (3) national or state administrator, teacher and/or school board organization memberships and for local organizations to which she belongs.

14. **OTHER BENEFITS AND LEAVE** - The DIRECTOR OF STUDENT SERVICES will be allowed other non-TRS creditable privileges, leaves, and/or fringe benefits, including tuition reimbursement, not specifically enumerated as are extended to all other certificated members of the professional administrative staff, except as set forth herein.

15. **OTHER WORK** - With the prior agreement of the BOARD, the DIRECTOR OF STUDENT SERVICES may undertake consultation work, speaking engagements, writing, teaching a college or university course, lecturing, or other professional duties and obligations unrelated to her duties as DIRECTOR OF STUDENT SERVICES or unrelated to maintaining her certification, provided, however, that this other work will not interfere in a material and substantial manner with the DIRECTOR OF STUDENT SERVICES'S obligations set forth in this Agreement. With the prior agreement of the BOARD, the DIRECTOR OF STUDENT SERVICES may keep any fee or stipend she receives for speaking engagements.

16. **PROFESSIONAL ACTIVITIES** - The DIRECTOR OF STUDENT SERVICES will be encouraged to attend appropriate professional meetings and continuing education at the local, state and national levels. The DIRECTOR OF STUDENT SERVICES may attend one national and one state convention each year. Within budget constraints, as approved by the BOARD, the cost of attendance will be paid by the BOARD.

17. **CERTIFICATE** - The DIRECTOR OF STUDENT SERVICES will furnish to the BOARD, during the term of this Agreement, a valid, appropriate, and properly registered certificate to act as DIRECTOR OF STUDENT SERVICES, in accordance with the laws of the State of Illinois and as directed by the BOARD.

18. **TERMINATION OF AGREEMENT** - This Agreement may be terminated prior to June 30, 2016, by:

- A. Mutual agreement of the parties.
- B. Retirement.
- C. Resignation provided, however, the DIRECTOR OF STUDENT SERVICES gives the BOARD at least ninety (90) days prior written

notice of the proposed resignation.

- D. Disability. In the event of disability by illness or incapacity, after the DIRECTOR OF STUDENT SERVICES'S sick leave has been exhausted, the compensation will be reinstated after the DIRECTOR OF STUDENT SERVICES has returned to employment and undertaken the full discharge of her duties. The BOARD may terminate this Agreement by written notice to the DIRECTOR OF STUDENT SERVICES at any time after the DIRECTOR OF STUDENT SERVICES has exhausted any accumulated sick leave and such other leave as may be available and has been absent from her employment for whatever cause for an additional continuous period of three (3) months. All obligations of the BOARD will cease upon such termination.

If a question exists concerning the capacity of the DIRECTOR OF STUDENT SERVICES to return to her duties the BOARD may require the DIRECTOR OF STUDENT SERVICES to submit to a medical examination, to be performed by a doctor licensed to practice medicine. The BOARD and DIRECTOR OF STUDENT SERVICES will mutually agree upon the physician who will conduct the examination. The examination will be done at the expense of the BOARD. The physician will limit her report to the issue of whether the DIRECTOR OF STUDENT SERVICES has a continuing disability which prohibits her from performing her duties.

- E. Discharge for cause. "For cause" will mean any conduct, act, or failure to act by the DIRECTOR OF STUDENT SERVICES which is seriously prejudicial to the operations of the School District as determined by the BOARD. Reasons for discharge for cause will be given in writing to the DIRECTOR OF STUDENT SERVICES, who will be entitled to notice and a hearing before the BOARD to discuss the discharge. If the DIRECTOR OF STUDENT SERVICES chooses to be accompanied by legal counsel, she will bear any costs involved therein. The BOARD hearing will be conducted in closed session. The BOARD will not arbitrarily or capriciously dismiss the DIRECTOR OF STUDENT SERVICES.

- F. Failure to comply with the terms and conditions of this Agreement.

Nothing will prohibit the BOARD from suspending the DIRECTOR OF STUDENT SERVICES without pay pending completion of the requirements of this Section. After the effective date of dismissal, the DIRECTOR OF STUDENT SERVICES will not be entitled to further payments of compensation of any kind under this Agreement, except that the DIRECTOR OF STUDENT SERVICES will be entitled to any vested benefits payable under the terms and provisions of the Illinois Teachers' Retirement System.

19. **EVALUATION** - The BOARD and DIRECTOR OF STUDENT SERVICES agree that there will be an annual evaluation of the DIRECTOR OF STUDENT SERVICES'S performance under this Agreement. The evaluation will consider, but not be limited to, an examination of the establishment and maintenance of educational goals, administration of personnel, rapport with the BOARD and Superintendent and other factors of appraisal that may be established by the parties.

In the event that the Superintendent determines that the performance of the DIRECTOR OF STUDENT SERVICES is unsatisfactory in any respect, he will describe in writing, in reasonable detail, specific instances of unsatisfactory performance. The evaluation will include recommendations as to areas of improvement in all instances where the Superintendent deems performance to be unsatisfactory. The DIRECTOR OF STUDENT SERVICES will have the right to make a written reaction or response to the evaluation. This response will become a permanent attachment to the DIRECTOR OF STUDENT SERVICES'S personnel file.

20. **PROFESSIONAL LIABILITY** - The BOARD agrees that it will defend, hold harmless, and indemnify the DIRECTOR OF STUDENT SERVICES from any and all demands, claims, suits, actions and legal proceedings brought against the DIRECTOR OF STUDENT SERVICES in her individual capacity, or in her official capacity as agent and employee of the BOARD provided the incident arose while the DIRECTOR OF STUDENT SERVICES was acting within the scope of her employment and excluding criminal litigation and such liability coverage as is beyond the authority of the BOARD to provide under state law. Except that, in no case, will individual BOARD members be considered personally liable for indemnifying the DIRECTOR OF STUDENT SERVICES against such demands, claims, suits, actions and legal proceedings.

21. **NOTICE** - Any notice or communication permitted or required under this Agreement will be in writing and will become effective on the day of mailing thereof by first class mail, registered or certified mail, postage prepaid, addressed:

If to the BOARD, to:

President
Board of Education
Niles Elementary School District 71
6901 W. Oakton Street
Niles, Illinois 60714

If to the DIRECTOR OF STUDENT SERVICES, to:

Mrs. Laura Guarraci
6901 W. Oakton Street
Niles, Illinois 60714

(or at the last address of the DIRECTOR OF STUDENT SERVICES contained in official Business Office records of the BOARD).

22. MISCELLANEOUS

- A. This Agreement has been executed in Illinois, and will be governed in accordance with the laws of the state of Illinois in every respect.
- B. Section headings and numbers have been inserted for convenience of reference only, and if there will be any conflict between such headings or numbers and the text of this Agreement, the text will control.
- C. This Agreement may be executed in one or more counterparts, each of which will be considered an original, and all of which taken together will be considered one and the same instrument.
- D. This Agreement contains all the terms agreed upon by the parties with respect to the subject matter of this Agreement and supersedes all prior contracts, arrangements, and communications between the parties concerning such subject matter, whether oral or written.
- E. This Agreement will be binding upon and inure to the benefit of the DIRECTOR OF STUDENT SERVICES, her successors, assigns, heirs, executors, and personal representatives, and will 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.
- G. No subsequent alteration, amendment, change, or addition to this Agreement, will 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 appeal, change or modify any policies or procedures 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 will be deemed removed herefrom, and the remainder of this Agreement will 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 day and year first above written.

DIRECTOR OF STUDENT SERVICES

Date: _____

By: _____

BOARD OF EDUCATION
NILES ELEMENTARY SCHOOL
DISTRICT 71

Date: _____

By: _____

President

ATTEST:

Secretary