



**Geneva School District 304  
Private/Alternative Placement Coordinator  
Hourly Employee Covered by TRS**

THIS CONTRACT is made this 21st day of June, 2021, by and between the BOARD OF EDUCATION OF GENEVA SCHOOL DISTRICT 304, KANE COUNTY, ILLINOIS (the "BOARD"), and LAURA ANDERSON ("COORDINATOR"), and has been approved at the meeting of the BOARD held on the same day.

1. **EMPLOYMENT.** The Board hereby employs the COORDINATOR for one (1) year as **Private/Alternative Placement Coordinator**, and COORDINATOR hereby accepts such employment, commencing July 1, 2021 and ending on June 30, 2022.
2. **DUTIES.** The COORDINATOR shall perform the duties and responsibilities of **Private/Alternative Placement Coordinator** as outlined in the COORDINATOR's job description, and those duties set forth in the policies, rules, and regulations of the Board, and prescribed by the laws and statutes of the State of Illinois. The COORDINATOR further agrees that she must also perform such other duties as may from time to time be assigned by the Board or the Superintendent. The COORDINATOR hereby agrees to faithfully perform the duties of **Private/Alternative Placement Coordinator** for the District and to devote such time, skill, labor, and attention to his/her employment during the term of this Contract as is reasonably required to meet the responsibilities, duties, objectives, and goals as provided for under this Contract.
3. **COMPENSATION.** In exchange for the faithful performance of the duties set forth above, the COORDINATOR shall receive an hourly fee of Sixty-Five Dollars (\$65.00) per hour. This amount shall be subject to deduction or withholding of taxes, TRS, or other deductions that are legally required to be made from the pay of regular licensed employees. The COORDINATOR's compensation shall be paid in arrears based on hours actually worked, on the regular payroll cycle of the District.
4. **LICENSE.** The COORDINATOR must, throughout the term of this Contract, furnish to the Board of Education a valid and appropriate Professional Educator License and endorsement in accordance with the job description and the laws and statutes of the State of Illinois and the rules and regulations of the State Board of Education.

5. **TRS.** From and out of the compensation set forth in paragraph 3 above, the Board shall withhold and pay on behalf of the Administrator the remainder of his required contributions to the Teachers' Retirement System of the State of Illinois (hereafter "TRS") and the Teachers Health Insurance Security Fund (hereafter "THIS"). The purpose of such direct employer payments shall be to defer federal income taxation of such amounts, consistent with the provisions of Internal Revenue Code section 414-h(2) and Tax Opinions 81-35 and 81-36.
6. **TERM.** The term of this Contract shall be for a single school year, commencing July 1, 2021, and ending on June 30, 2022. This Contract shall not automatically renew, but if the administration of the District directs the COORDINATOR to perform any services after the conclusion of this Contract, such services shall be performed in accordance with the terms stated herein.
7. **TERMINATION.** During the term of this Contract, either party may terminate this Contract, for any reason or no reason at all, upon fourteen (14) days' written notice to the other party. In addition, the Board and the COORDINATOR may mutually agree in writing to terminate this Contract upon any other terms.
8. **SCHEDULE.** The COORDINATOR's schedule of days and hours to be worked shall be determined in consultation with the Director of Student Services or her designee, and there is no minimum number of hours guaranteed. The COORDINATOR represents and warrants that she is not an annuitant receiving retirement benefits from TRS, and therefore is not subject to the maximum number of days/hours allowed for post-retirement work under Section 16-118 of the Illinois Pension Code. (40 ILCS 5/16-118.) The Board and the COORDINATOR agree that the COORDINATOR's employment during the term of this Contract is part-time and shall not qualify as "consecutive school terms of service," shall not qualify as a probationary period, and shall not be counted toward attainment of contractual continued service status (i.e. tenure) as a teacher of the School District, and the COORDINATOR hereby waives all rights granted under Sections 24-11 through 24-16 of the School Code. (105 ILCS 5/24-11 – 24-16.)
9. **CRIMINAL BACKGROUND CHECK.** The COORDINATOR shall be subject to a fingerprint-based criminal background check in accordance with 105 ILCS 5/10-21.9 and may not be listed on the State Sex Offender Database or the Statewide Murderer and Violent Offender Against Youth Database.
10. **BREACH OF AGREEMENT.** Failure of the COORDINATOR to fulfill the obligations set forth in this Contract will be considered to be a violation of the COORDINATOR'S Code of Ethics and may be reported by the Board to the appropriate State education authorities. Such failure may also be deemed a breach of this Contract sufficient to warrant termination of the COORDINATOR as provided in paragraph 7 above if, in the opinion of the Board of Education, such action would be in the best interests of the School District. In the event of such breach or failure, the Board shall have all other rights and remedies which are provided by law. Failure of the Board of Education to fulfill its obligations set forth in this Contract will be considered a breach of this Contract. In such event, the COORDINATOR shall have all rights and remedies which are provided by law.
11. **BENEFITS.** The Board will reimburse the COORDINATOR for necessary mileage at the approved IRS rate in accordance with Board of Education Policy 5:60. The

COORDINATOR shall not be entitled to any other benefits and shall not be eligible for those benefits provided for in any collective bargaining agreement or working agreement for employees of the District.

12. **MISCELLANEOUS.** This Contract shall inure to the benefit of and will be binding upon all the parties, their legal representatives, successors, and assigns.

Nothing contained in this Contract shall be construed to deprive any party hereto of any of the rights accorded to that party by law, except where such rights are explicitly waived herein.

If any portion of this Contract is deemed to be illegal or unenforceable, the remainder shall remain in full force and effect.

This Contract contains all the terms agreed upon by the parties and supersedes all prior agreement, arrangements, and communications between the parties concerning this agreement, whether written or oral. Except as may be otherwise provided herein, no subsequent alteration, amendments, change, or addition to this Contract shall be binding upon the parties unless reduced to writing and duly authorized and signed by each party.

This Contract shall be governed and construed in accordance with the laws of the State of Illinois. The parties agree that venue for all actions between the parties shall lie solely in the Illinois circuit court having jurisdiction over Kane County, Illinois, and the COORDINATOR hereby submits to the jurisdiction of that court.

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.

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, effective as of the day and year first written above.

  
COORDINATOR signature      LAURA ANDERSON

6/16/21  
Date

**BOARD OF EDUCATION, DISTRICT 304**

By: \_\_\_\_\_  
President, Board of Education

\_\_\_\_\_  
Date

\_\_\_\_\_  
Secretary, Board of Education

\_\_\_\_\_  
Date