



**Geneva School District 304
Independent Contractor
Private/Alternative Placement Coordinator**

THIS CONTRACT is made this 22 day of June, 2020, by and between the BOARD OF EDUCATION OF GENEVA SCHOOL DISTRICT 304, KANE COUNTY, ILLINOIS (the "BOARD"), and **MARY PETRANEK** ("COORDINATOR"), and has been approved at the meeting of the BOARD held on the same day.

1. **RETAINED.** The Board hereby retains the COORDINATOR as an independent contractor to perform services as **Private/Alternative Placement Coordinator**, and COORDINATOR hereby accepts such retainer, commencing July 1, 2020, and ending on June 30, 2021.
2. **DUTIES.** The COORDINATOR shall perform the duties and responsibilities of **Private/Alternative Placement Coordinator** as outlined in the 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 hereby agrees to faithfully perform such duties for the District and to devote such time, skill, labor, and attention to such duties 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 Seventy-two Dollars (\$72.00) per hour. The Board will not deduct or withhold any taxes, FICA, or other deductions that are legally required to be made from the pay of regular employees. The Board will also 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.
4. **LICENSE.** The COORDINATOR must, throughout the term of this Contract, confirm to the Board of Education a valid and appropriate Professional Educator License in accordance with the laws and statutes of the State of Illinois and the rules and regulations of the State Board of Education.

5. **TRS.** The parties acknowledge that COORDINATOR is an annuitant under the Teachers' Retirement System of the State of Illinois (hereafter "TRS"). The maximum number of days or hours to be worked by COORDINATOR during this school year, under this Contract alone or in combination with any other work for any other Illinois school district, shall not exceed the maximum allowed for post-retirement work under Section 16-118 of the Illinois Pension Code. During the 2019-2020 school year, this limit was 120 days or 600 hours (with 1 day equaling 5 hours if working partly on a daily and partly on an hourly basis); these limits are subject to change by the Illinois legislature. The COORDINATOR shall be responsible for tracking the number of hours worked, the days upon which those hours were worked, and the Illinois school district for which those hours were worked. A report of such hours shall be submitted to the District monthly, with a running tally of hours worked in the current school year.
6. **TERM.** The term of this Contract shall be for a single school year, commencing July 1, 2020, and ending on June 30, 2021, subject to the day and hour limitation stated in Section 5 above. 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. **STUDENT INFORMATION.** The COORDINATOR shall maintain the confidential nature of all student records, data, or information, in accordance with the policies of the Board of Education, and state and federal laws and regulations, including the Illinois School Student Records Act (105 ILCS 10/1 *et seq.*) and the federal Family Educational Rights and Privacy Act ("FERPA", 20 U.S.C. 1232g).
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 Code of Ethics for Illinois Educators 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 constitute cause for termination of this Contract 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. **INDEPENDENT CONTRACTOR STATUS.** The COORDINATOR is an independent contractor and is not an employee of the Board or the School District. The Board will not withhold any income or FICA taxes from any payments to the COORDINATOR; the COORDINATOR is responsible for paying all applicable state and federal income taxes.

The COORDINATOR has sole discretion to determine the scheduling of services required, in accordance with federal and state law and subject to the limitations stated in Section 5 above. The COORDINATOR has the right to perform services for other Illinois public school districts during the term of this Contract, subject to the limitations stated in Section 5 above and so long as such other work does not infringe upon the COORDINATOR's ability to perform the services required under this Contract.

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

MARY PETRANEK

Date

DISTRICT ADMINISTRATOR, DISTRICT 304

By:

Director of Student Services

Date

Date