

DIRECTOR OF HEALTH SERVICES EMPLOYMENT CONTRACT (2024-2025)

AGREEMENT made this 11th day of June, 2024, between the **BOARD OF EDUCATION OF TOWNSHIP HIGH SCHOOL DISTRICT NO. 113, LAKE COUNTY, ILLINOIS**, hereinafter referred to as the "Board," and **JENNIFER DARNER** as Director of Health Services, hereinafter referred to as the "Director," and hereinafter collectively referred to as the "Parties."

A. EMPLOYMENT AND COMPENSATION

1. Salary and Term of Employment. The Board hereby employs the Director for a single-year period commencing on July 15, 2024, and terminating on June 30, 2025, at an annual salary of One Hundred Forty-Five Thousand Dollars and No Cents (\$145,000.00) for the 2024-2025 Contract Year, prorated by the Director's start date. The Director's salary shall be payable in equal installments in accordance with the rules of the Board governing payments of other administrative staff members in the District. The term "Contract Year" shall refer to the period of July 1 through June 30. The Director hereby accepts employment upon the terms and conditions hereinafter set forth.

2. Teachers' Retirement System and Health Insurance Security Fund. The annual salary stated in paragraph A.1 of this Contract includes the payment by the Board on behalf of the Director of her required contributions on creditable earnings to the State of Illinois Teachers' Retirement System ("TRS") and the Teachers' Health Insurance Security Fund ("THIS"). As such, contributions for TRS and THIS will be salary-reduced from the salary set forth in paragraph A.1 and contributed by the Board to TRS and THIS on behalf of the Director. The Director shall not have any right or claim to said amounts contributed by the Board on her behalf, except as they may become available at the time of retirement or resignation from the TRS and THIS. Both Parties acknowledge that the Director 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 Director's future services, knowledge and experience

3. Creditable Earnings. The Parties hereby agree that the Board makes no representations regarding the creditable earnings status with respect to any compensation received by the Director 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. Professional Educator License. During the term of this Contract, the Director shall hold a valid and properly registered professional educator license, issued by the Illinois State Educator Preparation and Licensure Board, with the appropriate endorsement qualifying

her to act as the Director of Health Services in the District.

2. **Employment Representations.** The Director represents that all information provided to the District in the process of application for employment was true and complete.

3. **Medical Examination.** The Director 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. Such examination shall be performed by a physician designated by the Board, unless required by law to be performed by a physician designated by the Director. Subject to any applicable legal requirements, the Director shall authorize and direct the examining physician to provide the Board with a written report or reports of any such examinations and of opinions the physician may form therefrom, as well as other information pertaining to such examination or opinions, whether written or oral, as the Board may require. As a condition of employment, the Director also agrees to comply with all health requirements established by law.

4. **Compliance with Law.** The Director shall comply with all rules, regulations and orders of the Board and all provisions of the *School Code* and all other relevant local, state, and federal laws and statutes.

5. **Murderer and Violent Offender and Sex Offender Database Checks.** As required under Section 10-21.9 of the Illinois *School Code*, for all (both new and continuing) employees, the Director acknowledges that the continuation of this Contract is contingent on the Board deeming acceptable the results of periodic re-checks of the Statewide Sex Offender Database and the Statewide Murderer and Violent Offender Against Youth Database as such re-checks are periodically required by law. The Board reserves the right to terminate this Contract should any required, periodic re-check result in the Director being deemed by the Board (in accordance with applicable law) unacceptable to work in the School District.

C. **BENEFITS**

1. **Reimbursement of Business Expenses.** The Board shall reimburse the Director for reasonable monthly expenses incurred in the performance of her duties. Substantiation of all expenses incurred pursuant to this provision shall be made by the Director in accordance with the regulations of the *Internal Revenue Code*, as amended.

2. **Insurance.** The Board will provide the Director with the following benefits:

- a. Hospitalization/medical insurance and dental insurance, at the same rate and terms and conditions as provided to the Licensed Staff Members;
- b. Disability insurance in accordance with the District's insurance policy;
- c. Liability insurance, as provided to other administrators in the District; and

- d. Term life insurance of three times (3x) the Director's annual salary as stated in Paragraph A.1 up to a maximum of \$500,000.00 and in accordance with the District's insurance policy.

If, at any time during the term of this Contract, the Board's payment of any insurance premiums or provision of other benefits under this Contract is deemed to constitute a discriminatory or otherwise impermissible benefit under law or regulation or other official guidance subjecting the Board or Director to potential penalties, civil fines, excise taxes, employee benefit plan failures or increased tax payments, then the Board may, in its discretion, determine to decrease its payment for such insurance or benefit and make a corresponding increase in the Director's salary or other compensation to offset the cash value of the reduction in such insurance premium benefit. The Board's action to modify insurance benefits and increase or otherwise change the Director's salary pursuant to this Contract provision shall be in implementation of this provision of this Contract and shall not constitute or require an amendment to this Contract.

3. Vacation. The Director shall be entitled to a paid vacation of twenty-five (25) working days in each Contract Year, provided however, that the Director shall provide the Superintendent with prior advanced notice before utilizing vacation days and that any vacation time in excess of five (5) consecutive school days shall be mutually agreed upon by the Director and the Assistant Superintendent for Student Services. Vacation must be taken within the Contract Year or will be lost and unavailable for use or payment, provided, however, that up to half of the vacation days may be carried over with the written approval of the Board to the subsequent Contract Year should there be one. Any days permitted to be carried-over must be used by the Director by the last day of Winter Break of that immediately following Contract Year or shall be lost and no longer available for use or payment. The Director shall also be entitled to all legal school holidays. Winter, Spring, and Summer recess periods shall constitute working days unless specifically scheduled and credited toward the vacation days listed above.

4. Sick Leave. The Director shall be granted sick leave, as defined in Section 24-6 of the *School Code*, in the same manner and amount as afforded to Licensed Staff Members in the School District.

5. Personal Leave. The Director shall be granted three (3) personal leave days during each Contract Year for the purpose of conducting personal business that cannot be done outside of school hours. The Director's use of personal leave days is subject to the approval of the Assistant Superintendent of Student Services. Personal leave days shall not convert to sick leave and shall not accumulate.

6. Professional Organizations. Subject to prior approval of the Assistant Superintendent of Student Services, the Director shall be reimbursed for all dues and membership fees to a reasonable number of professional organizations.

7. Professional Meetings Attendance. The Director is expected to attend

appropriate professional meetings at the local and state levels, and, subject to prior approval of the Assistant Superintendent of Student Services, at the national level. All reasonable expenses incurred shall be paid by the Board in accordance with Board Policy.

8. Local Civic and Fraternal Group Participation. The Director is encouraged to participate in local civic and fraternal organizations in the interest of promoting a better understanding of the District and its concerns. Subject to its prior approval, the Board shall pay the dues incurred through membership in such organizations.

9. Annuities and Deferred Compensation. From the annual salary stated in paragraph A.1 of this Contract, the Director 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 pursuant to and in accordance with Section 403(b) of the *Internal Revenue Code* and the terms of the Board's 403(b) Plan if offered, and provided that the Director confirms that any such deferrals and/or reductions are within *Internal Revenue Code* limitations.

10. Other Benefits. The Parties acknowledge and agree that the benefits set forth in this Contract constitute the entire benefits package provided to the Director by the Board and no other benefits, whether established by Board policy or other procedure, shall apply unless required by law or otherwise agreed to by the Parties in writing.

D. POWERS, DUTIES AND GOALS

1. Responsibilities and Duties. The Director as directed in her job description, shall assist the Assistant Superintendent of Student Services in the administrative operation and management of the School District. The Director shall also assume any additional administrative responsibilities and duties as may be assigned, under the supervision and direction of the Assistant Superintendent of Student Services in accordance with the laws of the State of Illinois and the policies, rules and regulations of the Board, for the planning, operation, and evaluation of the educational program of the District. The Director shall also assume any additional administrative responsibilities and duties as may be set forth in the official job description for the Director of Student Services, under the supervision and direction of the Assistant Superintendent for Student Services, in accordance with the laws of the State of Illinois and the policies, rules and regulations of the Board. She shall be responsible for, and deemed to have knowledge of, all of the policies, rules, and regulations established by the Board and shall comply with their requirements.

2. Extent of Service. The Director shall devote her time, attention, and energy to the business of the School District and related professional activities. With the permission of the Board, the Director 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; lecture; and engage in writing activities and speaking engagements. The Director may not jeopardize the functioning of the School District by any lengthy and conspicuous absence for such professional activities.

E. EVALUATION

During the term of this Contract, the Director shall be evaluated by the Assistant Superintendent of Student Services in accordance with the evaluation plan established by the Assistant Superintendent of Student Services. One copy of the written evaluation shall be included in the Director's personnel file and one copy shall be provided to the Director. After such evaluation, the Parties may schedule a meeting to review the evaluation and determine, if necessary, the terms and conditions of the continued future employment of the Director.

F. RENEWAL, NON-RENEWAL, AND AMENDMENT OF CONTRACT

1. **Renewal.** Prior to the end of this Contract, the Board and Director may mutually agree to renew the employment of the Director. In such event, the Board shall take specific action to enter into a new contract of employment with the Director.

2. **Non-Renewal.** In the event the Board determines not to renew the employment of the Director, this Contract shall expire on June 30, 2025. The Director shall receive notice of intent not to renew her employment in accordance with the requirements of the *School Code*.

3. **Amendment.** Any salary or other 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 Director or as an extension of the termination date of this Contract.

G. TERMINATION

1. **Grounds for Termination.** This employment Contract may be terminated during its term by:

- a. Mutual agreement;
- b. Permanent disability (inability to perform essential job functions with or without reasonable accommodation);
- c. Discharge for cause; or
- d. Death.

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

H. MISCELLANEOUS

1. **Notice.** Any notice required to be given under this Contract shall be deemed sufficient if it is in writing and sent by mail to the last known residence of the Director or the President of the Board.

2. **Governing Law.** This Contract has been executed in Illinois and shall be governed in accordance with the laws of the State of Illinois in every respect.

3. **Headings and Numbers.** Paragraph headings and numbers have been inserted for convenience of reference only and, if there shall be 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 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.

5. **Complete Contract.** 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.

7. **Policy Amendments.** The Board retains the right to repeal, change or modify any policies or regulations which it has adopted or may hereafter adopt, subject however, to restrictions contained in the *School Code* and other applicable law.

8. **Severability.** If any 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 shall be deemed removed herefrom, and the remainder of this Contract shall continue to have its intended full force and effect.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date indicated above, upon formal approval by the Board at a duly convened meeting held this same date.

DIRECTOR OF STUDENT SERVICES

**BOARD OF EDUCATION
TOWNSHIP HIGH
SCHOOL DISTRICT NO. 113,
LAKE COUNTY, ILLINOIS**

DocuSigned by:
[Redacted]
F4C578 Jennifer Darner

By: DocuSigned by:
[Redacted]
C6799B08F94 President

ATTEST:

DocuSigned by:
[Redacted]
73653EBE9A Secretary

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