



DIRECTOR OF PUPIL SERVICES'S EMPLOYMENT AGREEMENT

AGREEMENT made this ##st day of June 2017 between the **BOARD OF EDUCATION OF AVOCA SCHOOL DISTRICT NO. 37**, Cook County, Illinois, hereinafter referred to as the "Board," and **TERRY SOFIANOS**, hereinafter referred to as the "Director of Pupil Services."

W I T N E S S E T H:

A. Employment and Compensation

1. The Board hereby employs the Director of Pupil Services for one (1) year, commencing July 1, 2016, and terminating on June 30, 2017.
2. The Board shall pay to the Director of Pupil Services an annual salary during the term of this Agreement of One Hundred Forty-Two Thousand Eight Hundred Dollars (\$142,800.00) in equal installments in accordance with the rules of the Board governing payments of other administrative staff members in the District.
3. The annual salary stated in paragraph A.2 of this Agreement includes a contribution by the Board on behalf of the Director of Pupil Services to the State of Illinois Teachers' Retirement System in lieu of and in satisfaction of the Director of Pupil Services' required contribution to the Teachers' Retirement System, including the required contribution for Teacher Retirees = Health Insurance (THIS). The Director of Pupil Services does not have any right or claim to this amount contributed by the Board on her behalf except as it may become available at the time of retirement or resignation from the Teachers' Retirement System.
4. Any salary or other adjustment or modification made during the term of this Agreement 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 Agreement with the Director of Pupil Services, or as an extension of the termination date of this contract.
5. During the term of this contract, the Director of Pupil Services shall hold a valid and properly registered certificate issued by the State of Illinois



Teachers' Certification Board qualifying her to act as a Director of Pupil Services of the School District.

B. Duties

1. The Director of Pupil Services shall assume administrative responsibilities and instructional leadership, under the supervision and direction of the Superintendent and in accordance with the Director of Pupil Services job description, *The School Code*, and applicable policies and rules of the Board, for the planning, operation and evaluation of the educational programs of the Director of Pupil Services' assigned areas.
2. The Director of Pupil Services shall submit reports and recommendations, as requested, to the Superintendent concerning the appointment, evaluation, retention, promotion and assignment of all personnel assigned to the Director of Pupil Services and shall keep such other registers and records and make such other reports as may be directed by the Superintendent and the Board or required by law.
3. The Director of Pupil Services agrees to devote her best efforts to the educational program of the School District and shall not undertake or accept other employment or responsibilities, which will conflict with her assigned duties.

C. Benefits

1. Insurance

The Board will provide the Director of Pupil Services with the following insurance benefits:

- Single or family health and dental insurance, or, alternatively, Board paid dental insurance and a health insurance cash option, and
- Term life insurance in the amount of Fifty Thousand Dollars (\$50,000).

2. Vacation

The Director of Pupil Services shall be entitled to twenty-five (25) vacation days each year.



Vacation must be taken within the twelve-month period, provided, however, accrued, unused vacation days may be carried over until August 31 of the following contract year. The Director of Pupil Services shall be entitled to all legal school holidays. December/January, Spring and Summer recess periods shall constitute working days unless specifically scheduled and credited toward the vacation days listed above. If the Director of Pupil Services has not used all of her vacation days when she retires, those days will be due and payable thirty (30) days after the Director of Pupil Services retires.

3. Sick Leave

The Director of Pupil Services shall be granted fourteen (14) sick leave days, as defined in Section 5/24-6 of the *Illinois School Code*. Unused sick leave days may be accumulated to a maximum of three hundred sixty (360) days.

4. Personal Leave

The Director of Pupil Services shall be granted three (3) personal days each contract year. Any unused personal days will accrue as sick leave.

5. Other Benefits

The Director of Pupil Services shall be allowed such other privileges, leaves, and fringe benefits as are commonly extended to Principals in the District.

D. Evaluation

The Superintendent shall annually review and assess the Director of Pupil Services' performance and shall provide a copy of the written summative evaluation to the Director of Pupil Services.

E. Reclassification and Termination

1. Reclassification of the Director of Pupil Services shall be in accordance with the requirements of Section 5/10-23.8b of *The School Code*, provided the Director of Pupil Services has completed two (2) or more years of service in the District prior to reclassification.
2. The Director of Pupil Services agrees to provide sixty (60) calendar days notice to the Board of an intent to resign from the District.



3. This Agreement may be terminated by:
 - a. Mutual agreement;
 - b. Permanent disability;
 - c. Discharge for cause; or
 - d. Death.

4. The Board may terminate this Agreement for reasons of permanent disability or incapacity at any time after the Director of Pupil Services has exhausted her sick leave and has been absent from her employment for a continuous period of three (3) months, or submits to the Board upon request a physician's statement certifying that she is permanently disabled or incapacitated. All obligations of the Board shall cease upon written notice of termination for permanent disability or incapacity, provided that the Director of Pupil Services shall be entitled to a hearing before the Board if she so requests.

5. Discharge for cause shall be for any conduct, act, or failure to act by the Director of Pupil Services, which is detrimental to the best interests of the School District. Failure to comply with the terms and conditions of this Agreement shall also be sufficient cause for purposes of discharge. Reasons for discharge for cause shall be given in writing to the Director of Pupil Services, who shall be entitled to notice and a hearing before the Board to discuss such causes. The Board hearing shall be conducted in closed session.

F. Notice

All notices under this Agreement shall be deemed sufficient if given in writing and served upon the Director of Pupil Services and the Superintendent or the President of the Board personally or by certified mail, return receipt requested, addressed to the party as set forth in this contract, or at such other address as may be hereinafter furnished by the party in writing to the Superintendent.

G. Applicable Law

This Agreement shall be interpreted in accordance with the laws of the State of Illinois.



Avoca School District 37

MAXIMIZING THE UNIQUE POTENTIAL OF EACH STUDENT

IN WITNESS WHEREOF, the parties have executed this Agreement the date and year first above written.

DIRECTOR OF PUPIL SERVICES

**BOARD OF EDUCATION
AVOCA SCHOOL DISTRICT NO. 37
COOK COUNTY, ILLINOIS**

TERRY SOFIANOS

BY: _____
**BOARD OF EDUCATION PRESIDENT
RICK ZELINSKY**

ATTEST:

**BOARD OF EDUCATION SECRETARY
KEVIN JAUCH**