

**Union Ridge School District 86
Employment Agreement for
Mr. Michael Maguire, Superintendent**

AGREEMENT MADE THIS 15th day of February 2018 between the BOARD OF EDUCATION, Elementary School District 86, Cook County, Illinois ("Board") and Mr. Michael Maguire, Superintendent ("Mr. Maguire")

IT IS AGREED:

1. **EMPLOYMENT** Mr. Maguire is hereby hired and retained as Superintendent of Schools from July 1, 2018 through and including June 30, 2024 and as later may be agreed to by the parties, thereafter. This Agreement supersedes all previous agreements and all previous agreements are null, void and without effect.
2. **DUTIES** The duties and responsibilities of Mr. Maguire shall be all those duties incident to the office of the Superintendent of Schools as set forth in the job description (contained in Board Policy as adopted and as may be amended from time to time), those obligations imposed by the laws of the State of Illinois upon Mr. Maguire, the attainment of the goals set forth in this Agreement, and in addition thereto to perform such other professional duties as assigned by the Board. In addition to the foregoing, Mr. Maguire shall have charge of the administration of the District under the policies of the Board. He shall recommend the assignment placement, and transfer of all employees and shall organize and administer the affairs of the District in a manner that best serves the interests of the District in accordance with Board Policy. Mr. Maguire shall from time to time recommend rules, policies, regulations, and procedures deemed necessary for the well-being and functioning of the District. The Board reserves the right to assign Mr. Maguire to different duties from time to time during the Agreement, without a loss of pay.
3. **COMPENSATION** In consideration of the following salary amounts, Mr. Maguire hereby agrees to devote such time, skill, labor, and attention to this employment, during the term of this Agreement, except as otherwise provided in this Agreement, and to perform faithfully the duties of the Superintendent for Union Ridge School District 86 as set forth in this Agreement by Board Policies or in rules or regulations established by the Board.
 - A. Beginning July 1, 2018 the Board shall pay Mr. Maguire a salary of \$142,666.00 per annum, to be paid in equal installments on a semi-monthly basis in accordance with the policies and procedures of the Board.
 - B. The Board may adjust Mr. Maguire's salary, provided that any such adjustment shall not result in any lower amount of salary by the Board to Mr. Maguire as set forth in Paragraph 3(A) of this Agreement.
4. **STUDENT PERFORMANCE AND ACADEMIC ACHIEVEMENT** In accordance with *105ILCS 5/10-23.8*, the Board, with the input of Mr. Maguire, identified the goals and indicators of student performance, and academic improvement by which the Board shall measure the performance and effectiveness of Mr. Maguire's role as Superintendent.

The goals and indicators are as follows:

- A. Mr. Maguire shall provide information to the Board regarding the financial condition of the District on an annual basis for the duration of this Agreement.
 - B. Mr. Maguire shall prepare a long-term financial projection report for the District no later than September 15, on an annual basis for the duration of this Agreement.
 - C. Mr. Maguire shall provide leadership to insure that the District has updated policies that reflect current state regulations and best educational practices.
 - D. Mr. Maguire shall promote, assist with, and prepare private grant applications to enhance the educational program and/or school facilities.
5. **EVALUATION** At least annually, but not later than June 1, of each year, the Board shall review Mr. Maguire's performance. The evaluation shall include but not be limited to, progress toward the attainment of student performance and academic achievement goals as set forth in the Agreement as well as those to be established in the future, administration of personnel, rapport with the Board and the community, and such other factors of appraisal that may be established by the Board. The appraisal of Mr. Maguire's performance shall be provided in writing by the Board. Failure by the Board to complete the evaluation does not preclude dismissal or non-renewal of the Agreement.
6. **TEACHERS' RETIREMENT SYSTEM CONTRIBUTION** In addition to the salary paid to Mr. Maguire by the Board as expressed in Paragraph 3, the Board shall pick up and pay on Mr. Maguire's behalf, his entire contribution to the Illinois Teacher's Retirement System pursuant to the *Illinois Pension Code*. It is the intention of the parties to qualify all such payments picked up and paid for by the Board on behalf of Mr. Maguire as employer payments pursuant to *Section 414(h)* of the *Internal Revenue Code of 1986*, as amended. Mr. Maguire shall have no right or claim to the funds so remitted except as they may subsequently become available upon retirement or resignation from the Illinois Teachers' Retirement System. Mr. Maguire does not have the option of choosing to receive the contributed amounts directly instead of having those contributions paid by the Board to the Illinois Teachers' Retirement System. These contributions are made as a condition of Mr. Maguire's employment for his future service, knowledge, and experience.
7. **TEACHERS' HEALTH INSURANCE AND SECURITY FUND CONTRIBUTION** In addition to the salary paid to Mr. Maguire by the Board as expressed in Paragraph 3 herein, the Board shall pick up and pay on Mr. Maguire's behalf, his entire contribution to the Teachers' Health Insurance Security ("THIS") fund.
8. **LICENSE** Mr. Maguire shall furnish to the Board, during the term of this Agreement, a valid, appropriate, and properly registered license to act in his position in accordance with the laws of the State of Illinois and as directed by the Board.
9. **OTHER WORK** With the prior agreement of the Board, Mr. Maguire may undertake consultation work, speaking engagements, writing, teaching a college or university course, lecturing or other professional duties or obligations. Provided, however, that this other work shall not interfere in a material and substantial manner with Mr. Maguire's obligations set forth in the Agreement.

10. **DISABILITY** The Board may terminate this Agreement for reasons of permanent disability at any time after Mr. Maguire has exhausted his accumulated sick leave pursuant to Paragraph 15 and vacation benefits pursuant to paragraph 14, and either has been absent from his employment for a continuous period of three (3) months or presents to the Board a physician's statement certifying that he is permanently disabled or incapacitated. All obligations of the Board shall cease upon written notice of termination for permanent disability or incapacitation.
11. **MEDICAL EXAMINATION** At least once a year during this Agreement Mr. Maguire shall obtain a comprehensive medical examination for which an amount not to exceed Five Hundred Dollars (\$500.00) shall be paid by the Board. A statement by the physician certifying the physical competency of Mr. Maguire shall be given to the President of the Board. The physician performing the medical examination shall be licensed to practice medicine in all its branches and shall be chosen by Mr. Maguire.
12. **TERMINATION** This Agreement may be terminated by:
 - A. Mutual agreement of the parties
 - B. Retirement
 - C. Disability, pursuant to Paragraph 10 of this Agreement
 - D. Discharge for cause. "for cause" shall mean any conduct, act, or failure to act by Mr. Maguire, which is detrimental to the best interests of the District. Reasons for discharge for cause shall be given in writing to Mr. Maguire, who shall be entitled to notice and a hearing before the Board to discuss those causes. If Mr. Maguire chooses to be accompanied by representative or counsel, Mr. Maguire shall be responsible for any costs involved. The Board hearing shall be conducted in closed session. The Board shall not arbitrarily or capriciously call for the dismissal of Mr. Maguire.
13. **PROFESSIONAL ACTIVITIES** Mr. Maguire shall be encouraged to attend appropriate professional conferences and continuing education at the state and local levels. Within budget constraints, and as approved by the Board, the Board shall pay the cost of dues for Mr. Maguire to be a member of up to three (3) professional organizations, and the cost for Mr. Maguire's attendance at one national conference annually.
14. **VACATION** Mr. Maguire shall receive twenty (20) workdays of vacation annually, exclusive of weekends and school holidays as defined in the *School Code*. Vacation days should be taken within the twelve (12) month period in which it is earned. There shall be no "cash out" of, or payment for, unused vacation days at the termination of employment or conclusion of this Agreement, except if said termination is due to disability as provided in Paragraph 16. Vacation may not be taken in periods of time in excess of five (5) consecutive calendar days, without prior Board approval. Vacation may not be taken when school is in session without prior permission by the President. Mr. Maguire shall be required to use vacation days during winter and spring breaks if he chooses to be absent during these time periods. Mr. Maguire shall notify the President of the Board if he shall be using a vacation day.

15. **SICK LEAVE** Mr. Maguire shall be entitled to fifteen (15) sick days annually. Three (3) of the fifteen (15) sick days may be used as personal days. If the allotment of personal days is not used as personal days, they shall be converted to sick days at the end of the year. Earned sick leave days, which are unused, shall be cumulative up to three hundred and forty (340) days. Upon retirement, Mr. Maguire may utilize any accumulated sick leave days for those purposes as may be permitted by law. However, there will be no “cash out” of, or payment for, unused sick leave days the termination of employment or conclusion of this Agreement, except if said termination is due to disability as provided in Paragraph 16.
16. **HOSPITALIZATION/MAJOR MEDICAL INSURANCE** The Board shall provide and pay the premiums for hospitalization, major medical, and dental insurance for Mr. Maguire and his eligible dependents during the term of this Agreement, in accordance with the basic insurance coverage provided to members of the certified employees collective bargaining unit.
17. **TERM LIFE INSURANCE** During the term of this Agreement, the Board shall provide and pay the premiums for a term life insurance policy on the life of Mr. Maguire with a stated death benefit of Thirty Five Thousand Dollars (\$35,000.00) provided Mr. Maguire meets normal insurability requirements. The Board shall assign the ownership of the life insurance policy to a person or trust designated by Mr. Maguire, and upon termination of this Agreement shall allow said owner to continue the life insurance policy at its, or his/her own expense if permitted by the carrier.
18. **BUSINESS EXPENSES** It is anticipated and agreed that Mr. Maguire shall be required to incur certain personal expenses while doing business for the Board. As such, the Board agrees to reimburse Mr. Maguire for those expenses, incurred by him on behalf of the Board, subject, however, to the Boards approval of such expenses.
19. **ADJUSTMENTS** The Board retains the right to adjust the annual compensation, salary, and /or fringe benefits of Mr. Maguire during the term of the Agreement and thereafter, provided that any such adjustments shall not result in any lower amount of compensation, salary, and/or fringe paid by the Board to Mr. Maguire as set forth in this Agreement. Any adjustment in salary and fringe benefits made during the life of the Agreement shall be in the form of an amendment and shall become a part of this Agreement. However, if an amendment is made to the Agreement, it is expressly understood that the Board has not entered into a new agreement with Mr. Maguire and that the expiration date of the Agreement has not been extended.
20. **BACKGROUND INVESTIGATION** The Board is prohibited from knowingly employing a person who is convicted of committing or attempting to commit certain criminal offenses. In the event it is learned that there has been a prohibited conviction, this Agreement shall immediately become null, and void.
21. **WAIVER OF TENURE** By accepting the terms of this Agreement, Mr. Maguire waives all rights of tenure or continuing contractual services granted under the *Illinois School Code* during the term of this Agreement.

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

If to the Board, to: Board of Education
Union Ridge School District 86
4600 N. Oak Park Avenue
Harwood Heights, IL. 60706

If to Mr. Maguire, to: Michael Maguire
Union Ridge School District 86
4600 N. Oak Park Avenue
Harwood Heights, IL. 60706

(Or to Mr. Maguire's last known address contained in the official School Business records.)

23. **MISCELLANEOUS**

23.1 This Agreement has been executed in the State of Illinois and shall be governed in accordance with the laws of Illinois in every respect.

23.2 Paragraph headings and numbers, and page numbers have been inserted for convenience of reference only, and if there be any conflict between such heading or numbers and the text of the Agreement, the text shall control.

23.3 This Agreement may be executed in one or more counter parts, each of which shall be considered an original, and all of which taken together shall be considered one and the same instrument.

23.4 The Agreement contains all the terms agreed upon by the parties with respect to the subject matter of this Agreement and supersedes all prior agreements, arrangements, and communications between the parties concerning such subject matter, whether oral or written.

23.5 The Agreement shall be binding upon and inure to the benefit of Mr. Maguire, his successors, assigns, heirs, executors and personal representatives, and shall be binding upon, and inure to the benefit of the Board, its successors and assigns.

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 this 15th day of February 2018.

UNION RIDGE S.D. 86
BOARD OF EDUCATION
COOK COUNTY, ILLINOIS

By: _____
Michael Maguire, Superintendent

By: _____
Helen Pissios, President

ATTESTED: By: _____
Andy Clemente, Secretary