

## **BOARD CERTIFIED BEHAVIOR ANALYST (BCBA) CONTRACT**

**(July 1, 2018 to June 30, 2019)**

**THIS CONTRACT** ("Contract") is made by and between the Board of Education of Norridge School District No. 80 (the "BOARD") and MARREA WINNEGA ("WINNEGA") and has been approved by the BOARD on the date provided below.

**1. RETENTION:** WINNEGA is hereby retained as a BCBA for a term beginning July 1, 2018 and ending June 30, 2019, not to exceed a total of twelve (12) days unless further approved by the BOARD. It is anticipated that WINNEGA will meet with the DIRECTOR OF SPECIAL EDUCATION and/or staff members and that any day(s) used for such purposes shall be applied to the maximum of twelve (12) work days. WINNEGA's schedule shall be determined by mutual agreement with the DIRECTOR OF SPECIAL EDUCATION.

**2. SERVICES:** WINNEGA's services shall be assisting the DIRECTOR OF SPECIAL EDUCATION with those students with a disability of Autism or autistic-like behavior to include: analyzing available data to help determine where, when, and why problem behaviors occur. • Directly observe the individual served in all relevant settings. Analyze the data to determine the function of the problem behavior. • Define all target behaviors in objective and measurable terms and design an appropriate data collection system to measure the target behaviors. • Integrate appropriate setting event, antecedent, teaching, and consequences strategies to reduce problem behavior and increase alternative replacement behaviors. • Ensure the behavior support plan addresses the function of the problem behavior. • Train staff how to implement the plan, collect data, and to do it with integrity. Provide a written plan for the team. Monitor the student monthly. Provide training for staff on autism, and different strategies.

**3. COMPENSATION:** The BOARD agrees to pay WINNEGA for the services rendered pursuant to this contract at the rate of One Thousand Dollars 00/100s (\$1,000.00) for each scheduled work day, or pro rata thereof. If written reports are requested, WINNEGA may charge between \$200-500 per report.

**4. CREDENTIALS:** WINNEGA will possess and maintain all necessary certifications, licenses, and endorsements that are required for the position of Board Certified Behavior Analyst and/or that may be required to provide the

Services under this Contract, in accordance with applicable laws and regulations governing certification and licensure of Board Certified Behavior Analysts.

**5. TERMINATION OF CONTRACT:** This Contract may be terminated by:

- A. Written mutual agreement of the parties;
- B. Resignation, provided, however, that WINNEGA gives the BOARD at least thirty (30) calendar days written notice of the proposed resignation;
- C. Discharge for cause. "For cause" shall mean any conduct, act, or failure to act by WINNEGA which is detrimental to the best interests of the District; or
- D. Failure to comply with the terms and conditions of this Contract.

Nothing shall prohibit the BOARD from suspending WINNEGA without pay. After the effective date of dismissal, WINNEGA shall not be entitled to further payments of compensation of any kind under this Contract.

**6. INDEPENDENT CONTRACTOR:** The parties hereto specify and intend that the relationship of each to the other is that of an independent contractor, and that WINNEGA shall at no time be considered an employee of the District for any reason, unless the parties shall otherwise agree in writing. The District shall treat WINNEGA as an independent contractor regardless of whether WINNEGA provides the District proof of filing a Form SS-8, *Determination of Worker Status for Purposes of Federal Employment Taxes and Income Tax Withholding*, with the Internal Revenue Service.

**7. PAYMENT FOR SERVICES:** The District shall pay WINNEGA in accordance with the *Illinois Local Government Prompt Payment Act*, 50 ILCS 505/1 et seq., after (a) completion of the Services; (b) the District's receipt of an itemized invoice reflecting the date(s) of service and the time incurred; and (c) upon following BOARD approval of such itemized monthly invoices. WINNEGA will assume sole and exclusive responsibility for any mandatory withholdings from her compensation and contributions such as federal, State, and local income taxes, social security taxes, disability insurance, worker's compensation, and unemployment insurance.

**8. NO BENEFITS:** WINNEGA does hereby waive and release any and all claims to any and all benefits which are provided to other professional staff members employed by the BOARD including, but not limited to, sick, personal and vacation leave; hospitalization/major medical/dental insurance; term life insurance; and unpaid leaves of absence of any type or kind.

**9. TENURE:** WINNEGA specifically acknowledges and agrees that she shall not acquire tenure in the District by virtue of services rendered under this Contract nor shall be entitled to any notice of dismissal or non-renewal of this Contract pursuant to Sections 10-23.5, 24-11, or 24-12 of the *Illinois School Code*.

**10. RETIREMENT SYSTEM CONTRIBUTION:** The BOARD will not contribute to the Illinois Teachers' Retirement System or the Illinois Municipal Retirement Fund on the behalf of WINNEGA. WINNEGA, on behalf of herself and her heirs, successors and assigns, does hereby waive and release any claims, demands or causes of action, at law or in equity, that she may have or acquire against the BOARD, and covenants not to sue the BOARD and its members, officers, employees and agents, for the recovery of any loss she may suffer due in whole or in part as a result of the failure of the BOARD to withhold any sums from the payments made to her under the Contract and for the nonpayment of any sums not withheld to TRS and/ or IMRF.

**11. NOTICE:** Any notice or communication permitted or required under this Contract 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: Norridge School District 80  
c / o Superintendent of Schools  
8151 West Lawrence Avenue  
Norridge, Illinois 60706

If to Winnega, to: MARREA WINNEGA

(or at WINNEGA's last address contained in the BOARD's official records).

**12. RENEWAL OF CONTRACT:** The parties expressly acknowledge and agree that this Contract shall not be renewed or extended for any period of time beyond June 30, 2019, without further written agreement between the parties.

**13. BACKGROUND INVESTIGATION:** The BOARD is prohibited from knowingly employing a person who has been convicted of committing or attempting to commit certain criminal offenses. If the required criminal background investigation is not completed at the time this Contract is signed, and the subsequent investigation report reveals that there has been a prohibited conviction, this Contract shall immediately become null and void.

**14. EQUIPMENT:** Materials and supplies will be provided by the District to WINNEGA for the Services and deemed necessary by the District.

**15. SCHOOL STUDENT RECORDS:** All of our school student records maintained by the District that are used by WINNEGA in connection with the provision of the Services shall be and remain the property of the District. WINNEGA shall have the right to use school student records as may be permitted by law. Each party to this Agreement shall make available to the other party to this Agreement school student records and other information, as may be permitted by law, for defense of any claim. WINNEGA shall adhere to the provision of the *Family Educational Rights and Privacy Act*, the *Illinois School Student Records Act*, the *Illinois Mental Health and Development Disabilities Confidentiality Act*, and the *Health Insurance Portability and Accountability Act of 1996*, and their respective regulations, regarding student records and the information contained therein.

**16. MISCELLANEOUS:**

A. This Contract has been executed in Illinois, and shall be governed in accordance with the laws of the state of Illinois in every respect.

**B.** Section heading 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.

**C.** 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.

**D.** 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.

**E.** This Contract shall be binding upon and inure to the benefit of WINNEGA, her successors, assigns, heirs, executors, and personal representatives, and shall be binding upon, and inure to the benefit of the BOARD, its successors and assigns.

**F.** Both parties have had the opportunity to see the advice of counsel.

**G.** Except as may otherwise be provided, no subsequent alteration, amendment, change or addition to this Contract shall be binding upon the parties unless reduced to writing and duly authorized and signed by each of them.

**H.** The BOARD retains the right to appeal, change or modify any policies or regulations which it has adopted or may hereafter adopt, subject however, to restrictions contained in the *Illinois School Code* and other applicable law.

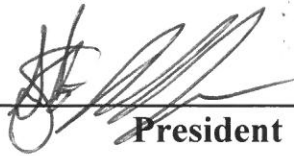
**I.** If any section, provision, paragraph, phrase, clause or word contained herein is held to be void, invalid or contrary to law by a court of competent jurisdiction, it shall be deemed removed herefrom, and the remainder of this Contract shall continue to have its intended full force and effect.

IN WITNESS WHEREOF, the parties have cause this Contract to be executed in their respective names and in the case of the BOARD, by its President and Secretary on the latter date written below.

Board of Education of Norridge  
School District No. 80  
Cook County, Illinois

MARREA WINNEGA

By: \_\_\_\_\_

  
President

  
Signature

Attest: \_\_\_\_\_

  
Secretary

6-20-18  
Date

Date: \_\_\_\_\_

6-19-18

6/18/2018