

ADMINISTRATOR’S CONTRACT (TRS)
One Year Term

THIS CONTRACT is made this 19th day of September 2023, by and between the BOARD OF EDUCATION OF WILL COUNTY SCHOOL DISTRICT NO. 92, WILL COUNTY, ILLINOIS (the “BOARD”), and William Witkowsky (“ADMINISTRATOR”), and has been approved at the meeting of the BOARD held on September 19, 2023.

IT IS AGREED:

1. **EMPLOYMENT** - The ADMINISTRATOR is hereby hired and retained from July 1, 2023, through and including June 30, 2024, as Director of Technology for Will County School District 92, Will County, Illinois.

2. **DUTIES** - The duties and responsibilities of the ADMINISTRATOR shall be those incidental to the office of Director of Technology, those set forth in the job description contained in Board Policy, as adopted, and which may be amended from time to time, those obligations imposed by the laws of the State of Illinois upon the ADMINISTRATOR, and to perform other professional duties customarily performed by a Director of Technology as from time to time may be assigned to the ADMINISTRATOR by the BOARD or the Superintendent. The BOARD reserves the right to reassign the ADMINISTRATOR to different duties from time to time during the term of this Contract, without notice, a hearing or loss of pay.

3. **SALARY** - In consideration of an annual salary of One Hundred Eighteen Thousand Nine Hundred Sixty-Five dollars (\$118,965) for the 2023-2024 contract year, the ADMINISTRATOR agrees to devote such time, skill, labor and attention to his employment during the term of this Contract in order to faithfully perform the duties of Director of Technology. Salary shall be paid in equal installments in accordance with the BOARD policy governing payment of salary to other licensed members of the professional staff, less such

amounts as provided for in this Contract, and other amounts required by law. The BOARD retains the right to adjust the annual salary of the ADMINISTRATOR during the term of this Contract, provided that any salary adjustment(s) shall not be lower than the annual salary paid by the BOARD as stated in this Contract. Any adjustment in salary made during the life of this Contract shall be or presently is in the form of an amendment and shall become a part of this Contract; provided, however, that it shall not be considered that the BOARD has entered into a new agreement with the ADMINISTRATOR nor that the termination date of his Contract has been in any way extended.

4. **EVALUATION** - At least annually, but not later than March 1, the Superintendent, or designee, shall review the ADMINISTRATOR'S job performance, progress toward established goals and working relationships with the BOARD, the total staff and the community and shall provide the ADMINISTRATOR with a written summary of that review. Failure by the Superintendent or designee to complete an evaluation does not preclude the ADMINISTRATOR'S dismissal, or nonrenewal of this Contract.

5. **LICENSE** - The ADMINISTRATOR shall furnish to the BOARD, during the term of this Contract, a valid, appropriate, and properly registered license to act as a Director of Technology, in accordance with the laws of the State of Illinois and as directed by the BOARD.

6. **OTHER WORK** – Only with the prior written agreement of the Superintendent, the ADMINISTRATOR may undertake consultation work, speaking engagements, writing, teaching a college or university course, lecturing, or other professional duties and obligations. Provided, however, that this other work shall not interfere in a material and substantial manner with the ADMINISTRATOR’S obligations set forth in this Contract.

7. **TERMINATION OF CONTRACT** - This Contract may be terminated prior to its expiration date by:

- A. Mutual agreement of the parties.
- B. Retirement.
- C. Resignation, provided, however, the ADMINISTRATOR gives the BOARD at least ninety (90) days written notice of the proposed resignation.
- D. Discharge for any conduct, act, or failure to act by the ADMINISTRATOR which is detrimental to the best interests of the District. Reasons for discharge will be given in writing to the ADMINISTRATOR, who shall be entitled to notice and a hearing before the BOARD to discuss those causes. If the ADMINISTRATOR chooses to be accompanied by legal counsel, he shall bear any costs therein involved. The BOARD hearing shall be conducted in closed session.
- E. Failure to comply with the terms and conditions of this Contract.
- F. The ADMINISTRATOR'S permanent disability or incapacity, at any time after the ADMINISTRATOR has exhausted accumulated sick and vacation leave and either has been absent from employment for a continuous period of three (3) months or presents to the BOARD a physician's statement certifying permanent disability or incapacity. All obligations of the BOARD shall cease upon written notice of termination for permanent disability or incapacity, provided that the ADMINISTRATOR shall be entitled to a hearing before the BOARD if he

so requests. The BOARD reserves the right to require the ADMINISTRATOR to submit to a medical examination, either physical or mental, whenever the BOARD deems the ADMINISTRATOR disabled. Such examination shall be performed by a physician licensed to practice medicine in all its branches, who is selected and paid for by the BOARD.

Nothing herein will prohibit the BOARD from suspending the ADMINISTRATOR without pay when the performance of the ADMINISTRATOR is justifiably questioned, pending the outcome of any inquiry.

8. **FRINGE BENEFITS** – The ADMINISTRATOR will receive those benefits set forth in the Will County School District No. 92 Administrator Benefits Plan, as amended from time to time.

9. **TEACHERS' RETIREMENT SYSTEM CONTRIBUTION** - In addition to the salary paid to the ADMINISTRATOR by the BOARD as expressed in Section 3, the BOARD shall pick up and pay on the ADMINISTRATOR'S behalf, the ADMINISTRATOR'S entire contribution to the Illinois Teachers' Retirement System (“TRS”) pursuant to the *Illinois Pension Code*.

It is the intention of the parties to qualify all such payments picked up and paid by the BOARD on the ADMINISTRATOR'S behalf as employer payments pursuant to Section 414(h) of the *Internal Revenue Code of 1986*, as amended. The ADMINISTRATOR shall have no right or claim to the funds so remitted except as they may subsequently become available upon retirement or resignation from TRS. The ADMINISTRATOR does not have the option of choosing to receive the contributed amounts directly instead of having those contributions paid

by the BOARD to TRS. These contributions are made as a condition of the ADMINISTRATOR'S employment for the ADMINISTRATOR'S future service, knowledge and experience.

10. **TEACHERS' HEALTH INSURANCE SECURITY FUND CONTRIBUTION** - The BOARD shall pick up and pay on behalf of the ADMINISTRATOR the ADMINISTRATOR'S entire contribution to the Teachers' Health Insurance Security ("THIS") fund. The BOARD shall remit this contribution to TRS as the fund's collection agent. Payments made by the BOARD to TRS under this section shall not be reportable to TRS as creditable earnings. The parties further agree that said payments shall be excluded from the ADMINISTRATOR'S taxable income.

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:

BOARD OF EDUCATION
Will County School District No. 92
708 N. State Street
Lockport, IL 60441

If to the ADMINISTRATOR, to:

(or at the last address of the ADMINISTRATOR contained in official Business Office records of the BOARD).

12. **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.

13. **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 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.
- 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 the ADMINISTRATOR 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 seek 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 repeal, 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 caused this Contract to be executed in their respective names and in the case of the BOARD, by its President and Secretary on the day and year first above written.

ADMINISTRATOR

BOARD OF EDUCATION OF
WILL COUNTY SCHOOL DISTRICT
NO. 92, WILL COUNTY, ILLINOIS

William Witkowsky

By: _____
President

ATTEST:

Secretary