

EMPLOYMENT CONTRACT

(2025 - 2026)

AGREEMENT made this 4th day of March, 2025, between the **BOARD OF EDUCATION OF TOWNSHIP HIGH SCHOOL DISTRICT NO. 113, LAKE COUNTY, ILLINOIS**, hereinafter referred to as the "Board," and **MARC PECHTER**, hereinafter referred to as the "Department Chair," and hereinafter collectively referred to as the "Parties."

A. EMPLOYMENT AND COMPENSATION

1. Salary and Term of Employment. The Board hereby employs the Department Chair for one (1) year, commencing on July 1, 2025, and terminating on June 30, 2026, at an annual base salary of Two Hundred Two Thousand Six Hundred Forty-Seven Dollars and No Cents (\$202,647.00). The Department Chair's salary shall be payable in equal installments in accordance with the rules of the Board governing payments of the Licensed Staff Members ("LSMs") in the District.

The term "Contract Year" shall refer to the period of July 1 through June 30. The Department Chair's work days within the Contract Year shall align with the LSM work year plus an additional 7 days as assigned by the Building Principal and/or the Superintendent in consultation with the Department Chair. The Department Chair hereby accepts employment upon the terms and conditions hereinafter set forth.

2. Retirement Incentive Bonus. Pursuant to the Agreement & Promissory Note ("Promissory Note") between the Department Chair and the Board dated January 9, 2024, the Department Chair shall be paid the retirement incentive bonus due to them for this Contract Year pursuant to the Promissory Note. The bonus amount shall be calculated and paid in accordance with the Promissory Note and paid out on or before June 30, 2026, subject to the limitation associated with any excess creditable earnings penalty to the Board, should there be one, as described in the Promissory Note.

3. Teacher's 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 Department Chair of the Department Chair's required contributions to the Teachers' Retirement System of Illinois (TRS) and the Teachers' Health Insurance Security Fund ("THIS"). The Department Chair shall not have any right or claim to said amounts contributed by the Board on the Department Chair's behalf, except as they may become available at the time of retirement or resignation from the TRS and THIS. Both Parties acknowledge that the Department Chair 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 Department Chair's future services, knowledge and experience.

4. **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 Department Chair 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. **License.** During the term of this Contract, the Department Chair shall hold and maintain a valid and properly registered license issued by the Illinois State Educator Preparation and Licensure Board qualifying the individual to act as a Department Chair in the School District.

2. **Employment Representations.** The Department Chair represents that they are not under contract with any other school district for any portion of the term covered by this Contract. The Department Chair further represents that all information provided to the District in the process of application for employment was true and complete.

3. **Medical Examination.** The Department Chair 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 Department Chair. Subject to any applicable legal requirements, the Department Chair 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 Department Chair also agrees to comply with all health requirements established by law.

4. **Murder 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 Department Chair 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 Department Chair 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 Department Chair for reasonable monthly expenses incurred in the performance of the Department Chair's duties. Substantiation of all expenses incurred pursuant to this provision

shall be made by the Department Chair in accordance with the regulations of the *Internal Revenue Code*, as amended.

2. **Insurance.** The Board will provide the Department Chair 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, in the amount of three (3) times the Department Chair's annual salary with an insurance limit cap of \$500,000.00.

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

3. **Sick Leave.** The Department Chair 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.

4. **Personal Days.** The Department Chair 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. If the Department Chair coaches a District 113 sport or sponsors a District 113 activity, the Department Chair shall receive a fourth personal day. The Department Chair's use of personal leave days is subject to the approval of the Superintendent. One personal day may be used as a floating holiday without restriction on its use, subject to prior notice to the Building Principal. The Department Chair may not take four (4) consecutive personal days. Any unused personal days at the end of the Contract Year shall convert into accumulated sick leave.

5. **PARC Tuition Reimbursement.** The Department Chair shall be required to adhere to the rules and requirements for professional advancement pursuant to the LSM Collective Bargaining Agreement. The Board shall reimburse the Department Chair for tuition and other expenses associated with such professional advancement in accordance with the terms set forth in the LSM Collective Bargaining Agreement.

6. **PhD Stipend.** If applicable, the Board shall pay the Department Chair an annual stipend in the amount equivalent to that paid to the LSMs due to the attainment of a PhD or the equivalent degree.

7. **Annuities and Deferred Compensation.** From the annual salary stated in paragraph A.1 of this Contract, the Department Chair 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 Department Chair confirms that any such deferrals and/or reductions are within *Internal Revenue Code* limitations.

8. **Other Benefits.** The Parties acknowledge and agree that the benefits set forth in this Contract constitute the entire benefits package provided to the Department Chair 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 AND DUTIES AND EVALUATION

1. **Responsibilities and Duties.** The Department Chair shall be responsible for all those duties and obligations set forth in the official job description for the Department Chair. The Department Chair shall also assume any additional administrative responsibilities and duties as may be assigned, under the supervision and direction of the Superintendent and 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 Building Principal, in its sole discretion, may assign the Department Chair to teach up to one class during the term of this Contract.

2. **Internal Subbing.** As part of the Department Chair's responsibilities, the Principal may assign the Department Chair to substitute for a LSM within their department provided the Principal is unable to secure an external or internal substitute. In such event, the Department Chair will be paid in accordance with the internal substitute pay rate set forth in the LSM Collective Bargaining Agreement.

3. **Policies, Rules and Regulations.** The Department Chair shall be responsible for and deemed to have knowledge of, all of the policies and rules and regulations established by the Board and shall comply with their requirements.

4. **Extent of Service.** The Department Chair shall devote their entire time, attention, and energy to the business of the School District and related professional activities. With the prior written approval of the Superintendent, the Department Chair may engage in other professional or employment activities. The Department Chair may not jeopardize the functioning of the School District by any lengthy and conspicuous absence for such professional activities.

5. **Evaluation.** During the term of this Contract, the Department Chair shall be evaluated by the Principal or designee in accordance with the District's evaluation plan applicable to Department Chairs. One copy of the written evaluation shall be included in the Department Chair's personnel file and one copy shall be provided to the Department Chair. 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 Department Chair. The Superintendent or designee will report to the Board the results of the evaluation process.

E. RENEWAL AND AMENDMENT OF CONTRACT

1. **Renewal.** At the end of this Contract, the Board and Department Chair may mutually agree to renew the employment of the Department Chair upon such terms and conditions as they may mutually agree. In such event, the Board shall take specific action to enter into a new contract of employment with the Department Chair.

2. **Non-Renewal.** In the event the Board determines not to extend the employment of the Department Chair, this Contract shall expire on the termination date set forth in paragraph A.1. The Department Chair shall receive notice of intent not to renew the Department Chair's employment in accordance with the requirements of the *School Code*.

3. **Request for Transfer.** Should the Department Chair wish to transfer back into a classroom teaching position, such request must be made by February 15th of the Contract Year. It is within the Board's sole discretion to grant or deny such request. The Board's action to grant or deny such request shall not preclude the Board from non-renewing the Department Chair's employment contract in accordance with paragraph 2 above.

4. **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 Department Chair or as an extension of the termination date of this Contract.

F. 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 Department Chair which is detrimental to the best interests of the School District. Reasons for discharge for cause shall be given in writing to the Department Chair, who shall be entitled to notice and a hearing before the Board to discuss such causes. If the Department Chair chooses to be accompanied by legal counsel, the Department Chair shall bear any costs therein involved. The Board hearing shall be conducted in executive session. Nothing shall prohibit the Board from suspending the Department Chair, with or without pay, pending the completion of the requirements of this paragraph.

G. 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 Department Chair or the President of the Board at the administrative offices of the District.

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. **Paragraph 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, with the exception of the Promissory Note between the Department Chair and the Board dated January 9, 2024.

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 the Contract shall continue to have its intended full force and effect.

SIGNATURE PAGE FOLLOWS

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

DEPARTMENT CHAIR

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

Marc Pechter

By: _____
President

ATTEST:

Secretary

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