BOARD OF EDUCATION
REAVIS HIGH SCHOOL DISTRICT 220
COOK COUNTY, ILLINOIS

ACTIVITIES DIRECTOR EMPLOYMENT AGREEMENT

THIS RETIREMENT AGREEMENT is made this 16th day of June, 2020 between the Board of Education of Reavis High School District 220, Cook County, Illinois ("Board") and Mr. Tom Witting ("Administrator").

WHEREAS, the Board and the Administrator desire to enter into a mutually binding and mutually beneficial agreement by which Mr. Tom Witting shall serve and act as the Activities Director pursuant to the terms, conditions and mutual considerations identified below;

WHEREAS, the parties agree that this agreement will become effective on July 1, 2020 and that, at that time, any previous agreements between the Board and Administrator shall become null and void;

NOW, THEREFORE, in consideration of the covenants set forth in this Agreement, the sufficiency of which is acknowledged by the parties hereto, the Board and Director agree as follows:

1. EMPLOYMENT. During the term beginning July 1, 2020 and running through June 30, 2024, Mr. Tom Witting shall be employed as the Activities Director. His work year shall consist of no more than one hundred ninety-five (195) days as determined by the Superintendent.

2. DUTIES. The duties and responsibilities of the Administrator while employed as Activities Director shall be those duties incidental to the operation and management in said Departments at Reavis High School. The Administrator shall also have all duties as assigned by the Superintendent. The job description adopted by the Superintendent and utilized by the Administrator for this position is incorporated by reference herein.

3. <u>COMPENSATION</u>. The Administrator shall receive a fiscal salary of:

- $156,709.00 (One Hundred Fifty-Six Thousand Seven Hundred Nine Dollars… a 5% increase from the previous year) starting July 1, 2020 through June 30, 2021.
- $161,802.00 (One Hundred Sixty-One Thousand Eight Hundred Two Dollars… a 3.25% increase from the previous year) starting July 1, 2021 through June 30, 2022.
- $167,061.00 (One Hundred Sixty-Seven Thousand Sixty-One Dollars… a 3.25% increase from the previous year) starting July 1, 2022 through June 30, 2023.
- $172,490.00 (One Hundred Seventy-Two Thousand Four Hundred Ninety Dollars… a 3.25% increase from the previous year) starting July 1, 2023 through June 30, 2024.

4. <u>STIPEND</u>

In addition, the Administrator shall receive a Ten Thousand ($10,000) Dollar Stipend starting July 1, 2020 through June 30, 2021. The Administrator shall receive a Ten Thousand Two Hundred Fifty ($10,250) Dollar Stipend starting July 1, 2021 through June 30, 2022. The Administrator shall receive a Ten Thousand Five Hundred ($10,500) Dollar Stipend starting July 1, 2022 through June 30, 2023. The Administrator shall receive a Ten Thousand Seven Hundred Fifty ($10,750) Dollar Stipend starting July 1, 2023 through June 30, 2024. The Administrator hereby agrees to devote such time, skill, labor and attention to her employment, during the term of this Agreement, as is necessary in order to perform faithfully the duties set forth herein.

Salary shall be paid in equal installments in accordance with the policy of the Board governing payment of salary to other certificated members of the professional staff, less such amounts as provided for in this Agreement, and other amounts as may be required by law.

5. <u>EVALUATION</u> – The Administrator will be evaluated by the Principal or Superintendent before May 1 of each year of this contract.

6. <u>CERTIFICATE</u> – On or before every September 1st, the Administrator shall furnish to the Superintendent a valid and appropriate certificate to act as an administrator in accordance with the laws of the State of Illinois and as directed by the Board. The parties expressly acknowledge and agree that this Agreement is contingent upon the Administrator maintaining the foregoing certification as specified in this Section.

7. <u>OTHER WORK</u> – With the prior agreement of the Board, the Administrator may undertake consultation work, speaking engagements, writing, coaching, 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 Agreement.

8. <u>TERMINATION OF AGREEMENT</u> – This Agreement may be terminated by:

A. Mutual agreement of the parties.

B. Resignation provided the Administrator gives the Board at least ninety (90) days written notice of the proposed resignation.

C. Discharge for cause. "For cause" means any conduct, act, or failure to act by the Administrator which is detrimental to the best interests of the School District. Reasons for discharge for cause shall be given in writing to the Administrator, who shall be entitled to notice and a hearing before the Board to determine whether such cause exists. 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.

The Board shall continue to pay the Administrator all salary and fringe benefits under this Agreement during the pendency of termination proceedings. However, the term "termination proceedings" shall only include the period of time up to and including the hearing before the Board and does not include the period of time subsequent to the Board's decision to discharge the Administrator.

D. Permanent disability.

E. Failure to obtain or maintain certification as set forth in Section 6 of this Agreement.

F. Death of the Administrator.

G. The end of the employment term.

9. <u>EXTRA PAY</u> – It is agreed that the Administrator may be required to work an additional ten (10) days beyond his one-hundred and ninety-five day schedule at a rate of ($500.00) a day. The assignment of these additional duties shall be at the sole discretion of the Superintendent. In no manner is the Administrator entitled or required to work these additional days but, rather, it is recognized that these additional days will be approved at the sole discretion of the Superintendent and/or Board.

10. SICK LEAVE – The Administrator shall be entitled to utilize seventeen (17) days per year of sick leave which may be accumulated without limit. The Administrator is permitted to use up to two (2) years of accumulated sick days for TRS service credit upon retirement or other figure as permitted by TRS regulations.

11. PERSONAL LEAVE. The Administrator shall be entitled to three (3) days of personal leave per year, with pay, and any unused personal leave shall convert to accumulated sick leave at the end of each school year. The parties specifically agree that the Administrator is permitted to use personal days for absences related to any illness.

12. RETIREMENT. All retirement provisions and/or benefits shall minimally be those in accordance with the Reavis High School Federation of Teachers, Local 1951 American Federation of Teachers, AFL-CIO in effect at the time of Administrator's retirement.

13. HOSPITALIZATION/MAJOR MEDICAL INSURANCE – The Board shall provide and pay the entire premiums for hospitalization, major medical and dental insurance for the Administrator, his spouse and the dependent members (as defined by the contract of insurance then in effect) of his immediate family during the term of this Agreement. The benefits of such coverage shall be in accordance with the basic insurance coverage provided to certificated members of the professional staff. Pursuant to law, the Administrator shall have the option, at his sole discretion, to enroll himself, his spouse and the members of his immediate family in an HMO of his choice. The Board shall pay the HMO premiums in an amount not to exceed that which would be required to provide health benefits pursuant to this Section.

14. TRANSPORTATION EXPENSE – The Administrator may be required, as a condition of employment, to use his automobile to visit the sites of schools, attend the Board and community functions, and to attend conferences, meetings and workshops. The Administrator shall be entitled to reimbursement for any necessary automobile travel. Automobile travel expenses shall be determined at the Internal Revenue Service mileage rate. The Administrator shall submit appropriate substantiation of all expenses incurred in all business travel for which reimbursement is sought.

15. <u>BUSINESS EXPENSES</u> – It is anticipated and agreed that the Administrator shall be required to incur certain personal expenses for the official business of the Board. As such, the Board agrees to reimburse the Administrator for any such expenses, incurred by him on behalf of the Board, subject, however, to the Administrator's substantiation of the expense and the Board's approval of such expenses.

16. <u>NOTICE</u> – 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 mail, or certified mail, postage prepaid, addressed:

If to the Board, to:	BOARD OF EDUCATION Reavis High School District 220 6034 West 77th Street Burbank, Illinois 60459
If to the Administrator, to:	Mr. Tom Witting 8990 Coppergate Road Woodridge, Illinois 60517 (or at the last address of the Administrator contained in official Business Office records of the Board.)

17. <u>OTHER BENEFITS AND LEAVE</u> – The Administrator shall generally be allowed such other privileges, leaves, and fringe benefits as provided to the certified staff of the District. This specifically includes membership to a State and/or National Educational Organization. Staff Development at the Local, State, and/or National level is encouraged by the Superintendent and Board. Attendance at such Workshops, Conferences, and/or In-Services needs to have prior approval of the Superintendent and/or Board.

18. <u>TEACHERS' RETIREMENT SYSTEM CONTRIBUTION</u>. In addition to the gross compensation paid to the Administrator by the Board as expressed in this Agreement, the Board shall pick up and pay on the Administrator's behalf, three percent (3%) of the Administrator's annual retirement contribution to the Illinois Teachers' Retirement System 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 the Illinois Teachers' Retirement System. 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 the Illinois Teachers' Retirement System. These contributions are made as a condition of the Administrator's employment for his future service, knowledge and experience.

18. **PROFESSIONAL LIABILITY** – The Board agrees that it shall defend, hold harmless, and indemnify the Administrator from any and all demands, claims, suits, actions and legal proceedings brought against the Administrator in his individual capacity, or in his official capacity as agent and employee of the District provided the incident arose while the Administrator was acting within the scope of his employment and excluding criminal litigation and such liability coverage as is beyond the authority of the Board to provide under state law.

19. **RETIREMENT** - All retirement provisions and/or benefits shall minimally be those in accordance with the Reavis High School Federation of Teachers, Local 1951 American Federation of Teachers, AFL-CIO in effect at the time of Administrator's retirement. Specifically, the following points:

1. A Teacher who redeems 2 years of sick time to retire early, can remain on the District's family insurance program for 2 years after retirement. The Board will pay 80% of the insurance premium and the teacher will pay 20%.

   OR

2. A Teacher who redeems 1 year of sick time to retire early, can remain on the District's family insurance for 1 year after retirement. The Board will pay 75% of the insurance premium and the teacher will pay 25%.

   OR

3. The Board shall pay fifty dollars ($50.00) per day for any remaining accumulated sick days beyond those days not being used for TRS Credit. This amount will be paid out 45 days after the teacher's final paycheck.

Other Points of Clarification on Family Insurance Options:

A. When the family insurance expires, the Board shall provide individual health/medical insurance coverage to the teacher in retirement through the Teacher's Retirement System's health insurance program until the teacher reaches Medicare eligibility.

B. The family health insurance offered to the teacher will be the same insurance provider as the current teachers in the CBA.

C. Teachers who take the family insurance option will not receive compensation for any of their unused sick days.

20. MISCELLANEOUS

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

B. This Agreement shall be binding upon and inure to the benefit of the Administrator, 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.

C. Both parties have had the opportunity to seek the advice of counsel. The Board has relied upon the advice and representation of counsel selected by it respecting the legal liabilities of the parties, if any. The Administrator has voluntarily decided to act without the advice of counsel, without threat or coercion.

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

E. 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 Agreement shall continue to have its intended full force and effect.

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 the 16th day of June, 2020.

ADMINISTRATOR

_____
Mr. Tom Witting

BOARD OF EDUCATION OF
REAVIS HIGH SCHOOL DISTRICT 220, COOK COUNTY, ILLINOIS

BY: _____
President, Board of Education

ATTEST: _____
Secretary, Board of Education

Appendix to Reavis High School Administrator's Contracts

DOCTORAL PROGRAM REIMBURSEMENT - To encourage the Administrator to complete his/her doctoral program, the BOARD shall reimburse the Administrator for the costs of coursework, which includes fees, up to 70%, with a cap of $30,000, whichever is less, and is pre-approved in writing by the Superintendent. To be eligible for reimbursement, coursework must be undertaken beginning July 1, 2016 or after. Reimbursement shall be paid to the Administrator within forty-five (45) days following the Superintendent's receipt of verification of the Administrator's successful completion of coursework with a grade of "B" or better. If the Administrator voluntarily leaves his/her employment from the DISTRICT within five (5) years of receipt of reimbursement for the costs of any coursework, the Administrator agrees to repay the DISTRICT for the amount reimbursed for such coursework. The Administrator's repayment shall be due within thirty (30) days following his/her termination of his/her employment. In the event that the Administrator fails to make timely repayment to the DISTRICT and the DISTRICT is required to file suit against the Administrator, the Administrator further agrees to pay the DISTRICT for the attorney's fees and costs necessary to recover repayment from the Administrator.