

## **INTERIM SUPERINTENDENT'S EMPLOYMENT AGREEMENT**

This Interim Superintendent's Employment Agreement ("Agreement") is made by and between the BOARD OF EDUCATION OF THORNTON FRACTIONAL HIGH SCHOOL DISTRICT NO. 215, COOK COUNTY, ILLINOIS (the "BOARD"), and MR. RAYMOND WILLIAMS ("INTERIM SUPERINTENDENT"). In consideration of the mutual covenants and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **EMPLOYMENT/TERM** – The INTERIM SUPERINTENDENT is hereby hired and retained from August 27, 2025 through and including June 30, 2026.
2. **SALARY** – For the term of this Agreement, the BOARD shall pay the INTERIM SUPERINTENDENT Two-Hundred One-Thousand Two-Hundred Forty-Five Dollars (\$201,245.00) as salary. Salary shall be paid in equal installments in accordance with the BOARD policy governing payment of salary to other certificated members of the professional staff, less such amounts as provided for in this Agreement, and other amounts required by law.
3. **DEFERRED COMPENSATION** – From the annual salary stated in paragraph 2 of this Agreement, the INTERIM SUPERINTENDENT 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 and/or (2) authorize a salary reduction in order that the BOARD may purchase a 403(b) eligible product for the INTERIM SUPERINTENDENT as described in Section 403(b) of the Internal Revenue Code, in accordance with the Board's 403(b) Plan.
4. **DUTIES** – The duties and responsibilities of the INTERIM SUPERINTENDENT shall be all those duties incidental to the office of the INTERIM SUPERINTENDENT of Schools, those set forth in the job description contained in the Board Policies (which may be amended from time to time), those obligations imposed by the laws of the State of Illinois upon the INTERIM SUPERINTENDENT, and those other duties as from time to time may be assigned to the INTERIM SUPERINTENDENT by the BOARD that are incidental to the office of INTERIM SUPERINTENDENT. The INTERIM SUPERINTENDENT shall have charge of the administration of the School District under the policies of the BOARD. The INTERIM SUPERINTENDENT shall from time to time suggest regulations, rules and procedures deemed necessary for the well-ordering of the School District. The BOARD reserves the right to reassign the INTERIM SUPERINTENDENT to different duties offices and/or positions covered by the Teacher's Retirement System ("TRS") from time to time during the term of this Agreement, without loss of all pay, compensation, privileges, and benefits provided in this Agreement. The INTERIM SUPERINTENDENT acknowledges and agrees that he shall have no property interest in any specific job duties or office titles and may be transferred to other duties, offices and/or positions covered by the Teacher's Retirement System ("TRS") during the term of this Agreement without loss of all pay, compensation, privileges, and benefits provided in this Agreement. The INTERIM SUPERINTENDENT agrees to devote such time, skill, labor and attention to employment, during the term of this Agreement, as needed in order to faithfully perform the duties assigned.
5. **EVALUATION** – The BOARD and INTERIM SUPERINTENDENT agree that there shall be an annual evaluation of the INTERIM SUPERINTENDENT'S performance by the Board of Education under this Agreement. The evaluation shall consider, but not be limited to, an examination of the INTERIM SUPERINTENDENT'S administration of School Board policies, stewardship of the assets of the District, establishment and maintenance of educational goals, administration of personnel, and rapport with the

School Board. Nothing herein prevents the BOARD from evaluating the INTERIM SUPERINTENDENT more frequently than annually.

6. **LICENSE** – The INTERIM SUPERINTENDENT shall at all times during the term of this Agreement and any extensions hereof maintain all necessary credentials required, including but not limited to, a valid and properly registered license to act as INTERIM SUPERINTENDENT of Schools, in accordance with the laws of the State of Illinois. The INTERIM SUPERINTENDENT shall further acquire and maintain any necessary qualifications required by law in order to conduct performance evaluations of teachers and principals at all times during the term of this Agreement.

7. **OTHER WORK** – The INTERIM SUPERINTENDENT may undertake consultative work, speaking engagements, writing, lecturing or other professional duties and obligations, provided that those activities do not interfere with the effective performance of the INTERIM SUPERINTENDENT’s duties and responsibilities as provided herein.

8. **TERMINATION OF AGREEMENT** – This Agreement may be terminated by:

- A. Mutual agreement of the parties.
- B. Retirement.
- C. Resignation provided, however, the INTERIM SUPERINTENDENT gives the BOARD at least ninety (90) days written notice of the proposed resignation.
- D. Discharge for cause. “For cause” shall mean any conduct, act, or failure to act by the INTERIM SUPERINTENDENT which is detrimental to the school district. Reasons for discharge for cause shall be given in writing to the INTERIM SUPERINTENDENT, who shall be entitled to notice and a hearing before the BOARD to determine whether such cause exists. If the INTERIM SUPERINTENDENT chooses to be accompanied by legal counsel at this hearing, the INTERIM SUPERINTENDENT shall bear any costs therein involved. The BOARD hearing shall be conducted in closed session.
- E. The INTERIM SUPERINTENDENT’S permanent disability or incapacity, at any time after the INTERIM SUPERINTENDENT has exhausted his accumulated sick and vacation leave and 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 incapacity, provided that the INTERIM SUPERINTENDENT shall be entitled to a hearing before the BOARD if he so requests. The BOARD reserves the right to require the INTERIM SUPERINTENDENT to submit to a medical examination, either physical or mental, in accordance with applicable law. Such examination shall be performed by a physician licensed to practice medicine in all its branches, which is selected and paid for by the BOARD in accordance with applicable law.
- F. Death of the INTERIM SUPERINTENDENT.
- G. Expiration of the term of this Agreement.

9. **PROFESSIONAL ACTIVITIES** –Subject to prior approval of the Board, the Board shall pay the annual dues and/or memberships fees for INTERIM SUPERINTENDENT in appropriate professional organizations.

10. **FRINGE BENEFITS** – The INTERIM SUPERINTENDENT shall receive the fringe benefits as outlined in the most recent version of the collective bargaining agreement between the Board and Local 683 (American Federation of Teachers), except for those benefits specifically set-forth in the Agreement.

11. **TERM LIFE INSURANCE** – The BOARD shall provide and pay the premiums for a term life insurance policy for the INTERIM SUPERINTENDENT during the term of this Agreement in the face amount of Two-Hundred Thousand Dollars (\$200,000), subject to all eligibility conditions of the District's group program carrier, and upon termination of this Agreement shall allow the INTERIM SUPERINTENDENT to continue life insurance policy at his own expense, if permitted by the insurance carrier. The parties agree, however, that should the INTERIM SUPERINTENDENT not qualify for coverage from a life insurance carrier, he is not entitled to the cash equivalent cost as a benefit.

12. **PHYSICAL EXAMINATION** - At least once during the term of this Agreement, the INTERIM SUPERINTENDENT may be required to obtain a comprehensive medical examination at the cost of the Board. A copy of the examination or a certificate of the physician certifying the physical competency of the INTERIM SUPERINTENDENT to perform his essential job functions shall be given to the President of the Board, who shall treat the information as confidential. The physician performing the medical examination shall be one licensed to practice medicine in all of its branches in the State of Illinois.

13. **DISTRICT ISSUED TECHNOLOGY** - The District will issue to the INTERIM SUPERINTENDENT the following technology: office desktop computer, laptop, and district issued cellular telephone for the purpose of conducting district business. All items to be returned immediately upon completion of this Agreement.

14. **NON-RENEWAL** – In the event of a non-renewal of this Agreement, the BOARD shall take action to non-renew this Agreement and shall notify the INTERIM SUPERINTENDENT in writing of such action along with the reasons therefore by April 1<sup>st</sup> of the final year of this Agreement. Failure of the BOARD to take such action by April 1<sup>st</sup> of the final year of this Agreement shall extend this Agreement for one (1) additional year.

15. **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:*

**Board of Education  
Thornton Fractional High School District No. 215  
18601 Torrence Avenue  
Lansing, IL 60438**

**With a Copy to:**

**Christopher L. Petrarca, Esq.  
Petrarca, Gleason, Boyle & Izzo, LLC  
1415 West 22<sup>nd</sup> Street – Suite 200  
Oak Brook, IL 60523  
[cpetrarca@petrarcagleason.com](mailto:cpetrarca@petrarcagleason.com)**

***If to the INTERIM SUPERINTENDENT to:* Mr. Raymond Williams  
[at the last address of the INTERIM SUPERINTENDENT  
contained in official Business Office]**

**records of the BOARD.]**

16. **BUSINESS EXPENSES** – It is anticipated and agreed that the INTERIM SUPERINTENDENT shall be required to incur certain personal expenses for the official business of the BOARD. The BOARD agrees to reimburse the INTERIM SUPERINTENDENT for any such expenses, incurred by or on behalf of the BOARD, subject, however, to the INTERIM SUPERINTENDENT’S substantiation and the BOARD’S approval of such expenses.

17. **TEACHERS’ RETIREMENT SYSTEM CONTRIBUTION** – In addition to the salary paid to the INTERIM SUPERINTENDENT by the BOARD as expressed in Section 2 (above, the BOARD shall pick up and pay on the INTERIM SUPERINTENDENT’S behalf, the INTERIM SUPERINTENDENT’S entire contribution to the Illinois Teachers’ Retirement System (“TRS”) pursuant to the *Illinois Pension Code*. The BOARD’s reimbursement obligation described in this paragraph shall be limited to 9.0% of the INTERIM SUPERINTENDENT’s creditable earnings. It is agreed that the INTERIM SUPERINTENDENT shall be responsible for any contribution required by TRS in excess of the 9% contribution described herein. It is the intention of the parties to qualify all such payments picked up and paid by the BOARD on the INTERIM SUPERINTENDENT’S behalf as employer payments pursuant to Section 414(h) of the *Internal Revenue Code of 1986*, as amended. The INTERIM SUPERINTENDENT 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 INTERIM SUPERINTENDENT does not have the option of choosing to receive the contributed amounts directly instead of having those contributions paid by the BOARD to TRS.

18. **TEACHERS’ HEALTH INSURANCE SECURITY FUND CONTRIBUTION** – The BOARD shall pick up and pay on behalf of the INTERIM SUPERINTENDENT the entire member contribution to the Teachers’ Health Insurance Security (“THIS”) fund. The BOARD’s reimbursement obligation described in this paragraph shall be limited to 0.92% of the INTERIM SUPERINTENDENT’s creditable earnings. It is agreed that the INTERIM SUPERINTENDENT shall be responsible for any contribution required by TRS in excess of 0.92% of the INTERIM SUPERINTENDENT’s creditable earnings. The BOARD shall remit this contribution to TRS as the fund’s collection agent.

19. **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 a criminal background investigation report conducted as required by Illinois law reveals a prohibited conviction, this Agreement shall immediately become null and void.

20. **PROFESSIONAL LIABILITY** – The BOARD agrees that it shall defend, hold harmless and indemnify the INTERIM SUPERINTENDENT from any and all demands, claims, suits, actions and legal proceedings brought against the INTERIM SUPERINTENDENT in his individual capacity, or in his official capacity as agent and employee of the BOARD provided the incident arose while the INTERIM SUPERINTENDENT was acting within the scope of employment or under the direction of the BOARD and excluding criminal litigation and such liability coverage as is beyond the authority of the BOARD to provide under state law. Except that, in no case, will individual BOARD members be considered personally liable for indemnifying the INTERIM SUPERINTENDENT against such demands, claims, suits, actions and legal proceedings.

21. **LIMIT UPON CREDITABLE EARNINGS** – Notwithstanding any other provision of this Agreement to the contrary, the INTERIM SUPERINTENDENT’S total creditable earnings, as that term is defined by TRS at this time or at any time during this Agreement, shall not increase by any amount in excess of six percent (6%) from the previous school term. The Parties hereby agree that the Board makes

no representations regarding the creditable earnings status with respect to any compensation received by the INTERIM SUPERINTENDENT pursuant to the terms of this Agreement.

22. **PRIOR AGREEMENTS** - This Agreement supersedes and replaces any and all previous and/or contemporaneous employment agreements between the parties.

23. **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. 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 Agreement, the text shall control.

C. This Agreement 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 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.

E. This Agreement shall be binding upon and inure to the benefit of the INTERIM SUPERINTENDENT, and the INTERIM SUPERINTENDENT's 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 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 INTERIM SUPERINTENDENT has relied upon the advice and representation of counsel selected by the INTERIM SUPERINTENDENT.

G. 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.

H. The BOARD retains the right to repeat, 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 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 dates set-forth below.

INTERIM SUPERINTENDENT

BOARD OF EDUCATION  
THORNTON FRACTIONAL  
HIGH SCHOOL DISTRICT 215  
COOK COUNTY, ILLINOIS

\_\_\_\_\_  
Mr. Raymond Williams

By: \_\_\_\_\_  
President, Board of Education

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

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

ATTEST:

\_\_\_\_\_  
Secretary, Board of Education

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