

**BOARD OF EDUCATION OF PROVISO TOWNSHIP HIGH SCHOOLS DISTRICT 209  
COOK COUNTY, ILLINOIS**

**ADMINISTRATOR EMPLOYMENT AGREEMENT**

**THIS AGREEMENT** is made this 16<sup>th</sup> day of June 2020 between the Board of Education of Proviso Township High Schools District 209, Cook County, Illinois (“Board”) and William Breisch (“Administrator”).

**WHEREAS**, the Board and the Administrator desire to enter into a mutually binding and mutually beneficial agreement by which William Breisch shall serve and act as an Administrator for Proviso Township High Schools District 209 pursuant to the terms, conditions and mutual considerations identified below; and

**WHEREAS**, the terms of this Employment Agreement were approved in open session of the June 16, 2020 meeting of the Board of Education, and are maintained in the personnel file of the Administrator in the form of this Agreement;

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

**1. EMPLOYMENT** The Board hereby employs William Breisch for the period of July 1, 2020 through June 30, 2022 as an Administrator assigned as Principal. The Board may, by specific action and with the consent of the Administrator, extend the termination date of this Agreement to the fullest extent permitted by State law.

**2. DUTIES**

a. The duties and responsibilities of the Administrator while employed shall be those incidental to the position of Principal as set forth in the job description contained in Board Policy as amended from time to time, the job description attached hereto as Exhibit A as

amended from time to time, those obligations imposed by federal or State law upon the Superintendent or designee, and such other professional duties customarily performed by an Administrator or as from time to time may be assigned to the Administrator by the Superintendent, Assistant Superintendents, or the Board of Education. It is understood and agreed that the Board of Education retains the right to transfer the Administrator to any other position within the District for which the Administrator is qualified unilaterally and without cause provided that the term, salary, and benefits set forth within this Agreement are not diminished.

b. The Administrator shall devote the Administrator's time, attention and energy to the business of the School District and as is necessary in order to perform faithfully the duties set forth herein. However, the Administrator may serve as a consultant to other districts or educational agencies, lecture, engage in writing activities, speaking engagements, and engage in other activities that are of a short-term duration and with the approval of the Superintendent. Any work performed for individuals and/or entities outside of the School District by the Administrator must not interfere with the Administrator's performance of the duties as required under this Agreement. If such outside work is deemed to interfere with the Administrator's performance of duties under this Agreement, the Superintendent shall notify the Administrator that the outside work must be terminated immediately.

c. The Administrator understands and agrees that as an employee of the Board, the Administrator is expected to act at all times in a manner of high integrity, within the bounds of the law and board policy, in a manner that does not endanger the safety of the

students, faculty, or other administrators of the School District, and in a manner that does not bring the reputation of the School District into disrepute.

### **3. COMPENSATION**

a. The Administrator shall receive an annual salary of ONE HUNDRED FORTY-NINE THOUSAND DOLLARS (\$149,000.00). This annual salary shall be based upon a contractual year of July 1 through June 30.

From the salary set forth above, the Administrator may elect to reduce and contribute from the Administrator's salary to a tax-sheltered annuity pursuant to Section 403(b) of the Internal Revenue Code of 1986 (the "Code") as amended. It is understood and agreed that the cost of any 403(b) contributions, which are from a salary withholding agreement, shall be deducted from the Administrator's annual salary and shall not require an expenditure of funds by the Board above the compensation paid to the Administrator in the form of salary.

b. The Board shall pay the entire required contribution on behalf of the Administrator to the Teachers' Retirement System ("TRS") of the State of Illinois by deducting it from the salary provided in Section 3(a) of this Agreement and remitting it to the TRS of the State of Illinois. The Administrator shall not have any right or claim to said amounts paid on her behalf by the Board to the TRS, except as it may become available at the time of retirement, resignation, or otherwise permitted from the TRS. Both parties acknowledge that the Administrator did not have the option of choosing to receive the contributed amounts directly instead of having such contribution paid by the School District to the TRS, and further acknowledge that such contributions are made as a

condition of employment to secure the Administrator future services, knowledge and experience.

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

**4. EVALUATION** The Board and Administrator agree that during each year of this Agreement, but typically no later than March 1, there shall be an evaluation of the Administrator's performance under this Agreement by the Superintendent. The evaluation shall be based on a set of goals and objectives mutually agreed upon and developed by the Superintendent and the Administrator and other criteria typically utilized to evaluate the performance of administrative personnel in the District. Such goals should address, but not be limited to, an examination of the establishment and maintenance of educational goals, administration of personnel, rapport with School Board, and other factors of appraisal that may be established by the parties. The performance of the Administrator shall be appraised by the Superintendent and a written evaluation of that performance given to the Assistant Superintendent of Human Resources. Failure of the Principal and/or Board of Education to evaluate the Administrator as set forth in this paragraph shall not be constructed as a breach of this contract and shall not serve to extend this Agreement in any fashion whatsoever.

**5. CERTIFICATE/LICENSE** The Administrator shall furnish to and maintain for the Board a valid and appropriate certificate/license to act as school Administrator in accordance with the laws of the State of Illinois and as directed by the Board. The

Administrator will further acquire and maintain any and all necessary credentials required by law or the Illinois State Board of Education in order to evaluate the performance of principals, other administrators, and teachers during the term of this Agreement. The parties expressly acknowledge and agree that this Agreement is contingent upon the Administrator maintaining the foregoing certifications, credentials, and licenses as specified in this Section and the Administrator's failure to maintain these certifications renders this Agreement void.

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

- A. Mutual agreement of the parties;
- B. Resignation provided the Administrator gives the Board at least sixty (60) 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 for it to determine whether such cause exists. If the Administrator chooses to be accompanied by legal counsel, the Administrator shall bear any costs therein involved. The Board hearing shall be conducted in closed session.

The Administrator may be suspended without pay between the time that the causes in writing are provided and up through the pendency of the 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. If the Board of Education determines that there are not sufficient grounds to discharge the Administrator, any and all salary withheld during the period of suspension without pay shall be paid to the Administrator within fourteen days;

- D. Disability which is established through either a written statement from a licensed physician setting forth that the Administrator has a disability which precludes the Administrator from performing the material functions of the Administrator's position with or without accommodation for a period of time of three (3) months or more in excess of the Administrator's accumulated sick and vacation leave time. This determination will not be made until a meeting has been held between the Administrator and the Board of Education to discuss alternative accommodations which may

permit the Administrator to perform the material functions of the position. It is understood and agreed upon by the parties, however, that the regular on-site attendance of the Administrator on the grounds of the District and at District-related functions, including meetings of the Board of Education, is a material function of the Administrator's position;

- E. Failure to comply with the terms and conditions of this Agreement after notification and a reasonable opportunity to correct, where appropriate;
- F. Failure to obtain or maintain the certificate/license as set forth in Section 5 of this Agreement; or,
- G. Death of the Administrator.

**7. VACATION** The Administrator shall receive twenty (20) work days of vacation annually based upon an employment year of July 1 through June 30. All vacation dates shall be approved by the Superintendent in advance of the Administrator taking vacation. The Administrator shall also be entitled to compensated days off on all school holidays. Spring, summer, and winter non-student attendance periods shall constitute work days unless specifically scheduled and credited toward the vacation listed above. Any vacation days not used during each year between July 1 and June 30 shall be deemed forfeited and will not be available to be rolled over or paid. If vacation days remain accrued at the conclusion of the Administrator's employment with the Board, these days will be paid in conformity with Illinois law based upon a per diem (1/260) rate of pay. It is understood and agreed, however, that should this payment create a creditable earnings increase in excess of six percent (6%) for the Administrator (or otherwise require a penalty to be paid by the Teachers' Retirement System), the parties agree that the payment due shall be considered a post-severance payment which shall be made thirty (30) days after the Administrator's last day of service for the Board of Education (or any other type of payment that would not result in a penalty to be paid to the Teachers' Retirement System).

**8. SICK LEAVE** The Administrator shall be entitled to fourteen (14) days per year of sick leave with a maximum accumulation of unused sick leave days permitted by Illinois law. In addition, the Administrator shall be entitled to three (3) days per year for personal business, religious holidays, or unforeseen emergencies, which cannot be attended to before or after school hours, or on Saturdays, Sundays or holidays. Notice of such absence, within reason, shall be given, when possible, at least a day in advance. Unused personal leave days shall be added to the Administrator's accumulated sick leave under this contract.

**9. HOSPITALIZATION/MAJOR MEDICAL INSURANCE** The Board shall provide and pay the entire premiums for hospitalization, major medical and dental insurance for the Administrator, the Administrator's spouse, and the dependent members (as defined by the contract of insurance then in effect) of the Administrator's immediate family during the term of this Agreement. The benefits of such coverage shall be in accordance with the basic insurance coverage provided to certified staff pursuant to the collective bargaining agreement between the Board of Education and the Proviso Teachers Union Local 571 as amended from time to time. Should the Board, during the term of this Agreement, no longer provide insurance coverage for the certificated/licensed staff and/or be subject to an excise tax or penalties, this paragraph shall become null and void and the Board shall immediately meet with the Administrator to determine a monetary equivalent for this benefit or to provide an alternative benefit that does not incur an excise tax or penalty.

**10. TERM LIFE INSURANCE** The Board shall provide and pay the premiums for a term life insurance policy for the Administrator during the term of this Agreement in the

amount of One Hundred Thousand Dollars (\$100,000.00). The Board shall assign the ownership of the term life insurance policy to a person or trust designated by the Administrator, and upon termination of this Agreement shall allow the owner to continue the life insurance at the Administrator's own expense, provided the assignment is permitted by the insurance carrier. It is understood and agreed that the Administrator is not entitled to obtain the cash equivalent of this policy in lieu of receiving the policy.

**11. TRANSPORTATION EXPENSE** The Administrator shall be required, as a condition of employment, to use an automobile to visit the sites of schools, attend 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 and in conformity with Board Policy.

**12. RENEWAL** The Board shall notify the Administrator of its intent to renew this Agreement no later than April 1, 2022. In the event that such notice is not sent to the Administrator by this date, it shall be deemed that the School District has renewed this Agreement for a period of one (1) school year extending the termination date set forth herein, but leaving any and all other benefits at the same level as the previous year.

**13. TUITION REIMBURSEMENT** The Administrator shall be entitled to tuition reimbursement under the terms set forth herein. Eligibility for tuition reimbursement shall be contingent on prior approval of the class or education program (i.e., Masters of Special Education) by the Superintendent and when said class or program is in the field of



education and provides a benefit to the services provided to the District. The reimbursement amount shall be 75% of the tuition cost when a grade of "A" is earned by the Administrator and 50% of the tuition cost when a grade of "B" is earned by the Administrator ("Reimbursement Rates"). There shall be no reimbursement for any uncompleted class and no reimbursement for any class where a grade lower than a "B" was earned by the Administrator. Tuition reimbursement requests shall be submitted within sixty (60) days of receipt of a final grade and shall be accompanied by an official record or records indicating the course taken, the grade received and the cost of said course.

In order to be eligible for tuition reimbursement, the Administrator agrees to not voluntarily resign employment with the Board for a period within three (3) years of the conclusion of any school year in which a tuition reimbursement is received. The Administrator will execute a separate addendum to this effect upon request for reimbursement. In addition, the Administrator agrees to voluntarily execute any and all documents necessary to withhold any amounts due from the Administrator's final paycheck which become due as a result of the Administrator's voluntary resignation within the three (3) year period described in this paragraph. Should the Administrator refuse to execute such a withholding agreement and/or otherwise fail to repay the District for any reimbursement owed to it by way of this paragraph, the Administrator shall be liable for any and all costs, including reasonable attorneys' fees, incurred by the District in instituting any action to recover the amount due hereunder.

The reimbursement amount for approved and eligible coursework shall be paid at 100% of the Reimbursement Rate for classes taken within the last school year, 66% of the

Reimbursement Rate for classes taken within the last two (2) school years and 33% of the Reimbursement Rate for classes taken within the last three (3) school years.

**14. 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 mail, or certified mail, postage prepaid, addressed:

If to the BOARD, to:

BOARD OF EDUCATION  
8601 Roosevelt Rd.  
Forest Park, IL 60130

If to the Administrator, to:

William Breisch  
(at the last address of the  
Administrator contained in official  
records of the Board)

**15. 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 the Administrator's individual capacity, or in the Administrator's official capacity as agent and employee of the District provided the incident arose while the Administrator was acting within the scope of employment and excluding criminal litigation. Except that, in no case, will individual Board members be considered personally liable for indemnifying the Administrator against such demands, claims, suits, actions, and legal proceedings.

**16. 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. The parties agree that any dispute arising under this Agreement shall be brought in the Circuit Court of Cook County, Illinois or the United States District Court for the Northern District of Illinois regardless of the residences of any parties at the time of any dispute arising based upon the employment relationship expressed herein.

- 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 of 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 Administrator, the Administrator'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. If the Administrator decides to act without the advice of counsel or against the advice of the Administrator's counsel, the Administrator's conduct was voluntary and without threat or coercion.
- G. Except as may otherwise be provided, no subsequent alteration, 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 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 here from, and the remainder of this Agreement shall continue to have its intended full force and effect.

[SIGNATURE PAGE TO FOLLOW]

**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 16<sup>th</sup> day of June 2020.

Administrator

\_\_\_\_\_  
William Breisch

BOARD OF EDUCATION OF PROVISIO  
TOWNSHIP HIGH SCHOOLS DISTRICT 209

BY:

\_\_\_\_\_  
President, Board of Education

ATTEST:

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

**PROVISO TOWNSHIP HIGH SCHOOLS DISTRICT 209  
POSITION JOB DESCRIPTION**

**Position Title:** High School Principal  
**Reports To:** Superintendent  
Assistant Superintendents  
**Category:** Exempt/Administration/12 Months  
**Range:** Level 1

**SUMMARY**

The Principal provides transformational leadership in planning, launching, and managing a comprehensive, high-needs, and challenging high school. This includes implementing the district's strategies which focus on high student achievement, building a positive school climate that supports the whole student, leveraging research and data to drive initiatives and instruction, and working diligently to build a high-performing staff and leadership team to achieve the school's vision and goals. The principal collaborates with parents, community members, district administrators, as well as other internal/external clients and stakeholders to implement new educational programs, capital improvements, systems, tools, and other resources to accelerate student achievement and prepare students to serve as productive citizens in a dynamic global society.

**QUALIFICATIONS**

*Required*

- Master's Degree in Educational Leadership or related field
- Professional Educators License (Principal Endorsement)
- Professional Educators License (Secondary Education Endorsement)
- Minimum of 5 years of successful teaching experience at the secondary level required
- Minimum of 4 years of successful experience serving as a high school principal
- A proven track record of improving student achievement with supporting data/evidence
- The ability to analyze data and implement interventions to improve student achievement
- A strong commitment to educational excellence
- Excellent written, verbal, and presentation skills
- Experience in curriculum development, curriculum mapping, renewal, and textbook adoption
- Ability to develop leadership skills in others
- Ability to work effectively with students, staff, and colleagues
- Effective interaction with community, parent organizations, student organizations, local governments, and businesses
- Ability to work within District, State, and Federal guidelines and policies
- Demonstrated ability to set and achieve realistic educational goals
- Demonstrated fiscal responsibility

- Able to analyze data, make decisions, and implement programs to increase student achievement, freshmen-on-track, and graduation rates
- Pro-active problem-solver who brings staff into decision-making processes
- Personable, sense of humor, approachable, and professional
- Exceptional managerial skills, including skills in managing building-level budgets
- Experience working with diverse student populations
- Experience working with high school scheduling
- Experience in writing teacher and staff evaluations
- Strong organizational and time management skills

*Preferred*

- Doctorate in Educational Leadership or related field

**ESSENTIAL ROLES & RESPONSIBILITIES**

*Results-Orientated*

- Sets high performance goals for themselves and others despite instability, low expectations and obstacles to success
- Creates a sense of urgency and takes immediate action to ensure early successes
- Establishes and monitors high standards for excellence with students, teachers, staff and other stakeholders
- Aligns school resources and prioritizes activities to achieve maximum results based on vision and goals
- Relentlessly focuses school activities on student achievement

*Action-Orientated*

- Effectively plans and takes action to achieve goals and objectives without direction and consistent with District expectations
- Consistently identifies potential issues and obstacles and proactively takes action to create and implement solutions
- Formulates and executes action plans despite ambiguity, obstacles or resistance

*Impact and Influence*

- Establishes a culture of learning and achievement
- Acts consistently to influence others' thinking and behavior to achieve results
- Communicates a clear vision of success and benefits to engage others
- Effectively identifies and engages stakeholders (e.g. parents, community) to establish consensus, build trust and facilitate change
- Actively anticipates and responds to stakeholder concerns
- Identifies and engages key influencers and community resources necessary for success
- Influences others to take action and demands meaningful change
- Develops and leads high performing teams

- Effectively builds and organizes adult teams to mirror vision and produce maximum results
- Understands team strengths and gaps
- Selects assignments to build team capacity
- Effectively delegates to others and engages team in decision-making
- Encourages learning and consistently provides instruction, expectations, feedback, and other developmental activities to encourage leadership and build capacity
- Consistently inspires excellence and promotes high morality

#### *Planning and Problem Solving*

- Quickly recognizes patterns and trends related to school performance
- Analyzes complex information to formulate strategic vision and develop action plans
- Identifies appropriate metrics and uses qualitative and quantitative data to assess performance and drive goals and decision making
- Recognizes correlation and causation among various instructional activities, influences, performance, and results
- Develops effective strategic and tactical plans to achieve immediate success while maintaining long-term vision of continuous improvement
- Develops effective processes to achieve desired results

#### *Confidence to Lead*

- Demonstrates appropriate judgment in balancing need for autonomy and works within District parameters
- Consistently takes on challenging situations and believes in the ability to effect change
- Demonstrates strong commitment to others and presents ideas with confidence
- Takes risks to achieve vision and goals, even if they deviate from the norm
- Takes personal responsibility for mistakes and learns from them, while consistently following up with analysis and corrective action

*Note: This job description is designed to provide guidelines and direction for accomplishing goals and objectives. It covers the essential responsibilities and activities involved in the effective execution of this position. It is not all encompassing or all exhaustive. The information contained in this job description is for compliance with the Americans with Disabilities Act (ADA) and is not an exhaustive list of the duties performed for this position. The individual currently holding this position may perform additional duties.*