

DIRECTOR OF TECHNOLOGY CONTRACT
2025-2027

This Contract is made and entered into on this ____ day of _____, 2025, by and between the Board of Education of New Berlin Community Unit School District No. 16 (hereinafter “the Board” or “the District”) and Kevin Cummins (hereinafter “DIRECTOR”), approved by the Board at its meeting held on September 18, 2025, in consideration of the mutual covenants and promises contained herein.

IT IS AGREED:

1. Employment and Term. Kevin Cummins is hereby hired and retained from July 1, 2025, to June 30, 2027, as DIRECTOR OF TECHNOLOGY in and for the District.

2. Duties. The DIRECTOR shall have such duties and responsibilities as are set forth in the job description to be adopted by the Board as may be amended from time to time, and those obligations which may be imposed by the law of the State of Illinois upon DIRECTOR. Duties shall be performed from the months of July through June, and per diem shall be calculated based upon a 250-day work year. Schedules are to be set with DIRECTOR’s supervisor and approved by the Superintendent.

3. Salary. For the 2025-2026 contract year, the DIRECTOR’s salary shall be \$101,042.80 per annum and for each subsequent year of the contract an amount to be determined before the beginning of each subsequent contract year, but in no case less than the salary negotiated for the preceding contract year. Any adjustment in salary made during the life of this Contract shall be in the form of a Board-approved amendment and shall become a part of this Contract. It is provided, however, that by so doing, it shall not be considered that the Board has entered into a new Contract with DIRECTOR, nor that the termination date of this Contract has been in any way extended, unless so stated in the written amendment.

4. Contract Extension. Prior to April 1 of the year in which this Contract expires, the Board shall take action to extend or not to extend the term of this Contract and shall notify DIRECTOR in writing of such action. Failure of the Board to take such action shall extend this Contract for one (1) additional year. Should the DIRECTOR decide to not seek an extension of his Contract with the District, he will provide notice to the Board not later than 60 days before the end of the Contract term.

5. Pension. From and out of the salary of the DIRECTOR, the Board shall withhold and pay such amount as may be required by law, on behalf of the DIRECTOR to the Illinois Municipal Retirement Fund. The purpose of such direct employer payment shall be to defer federal income taxation of such amount, consistent with the provisions of Internal Revenue Code section 414-h(2) and Tax Opinions 81-35 and 81-36.

6. Qualifications. DIRECTOR shall furnish to the Board, during the term of this Contract, valid and appropriate licensure, qualification, or certification as may be necessary to

act as DIRECTOR in accordance with the laws of the State of Illinois and as directed by the Superintendent and Board.

7. Applicability of Support Staff Handbook. DIRECTOR shall be subject to the same expectations, rules, policies, requirements, and obligations applicable to full-time support staff in the District, which may be found in the Support Staff Handbook, Board Policy, and/or federal, State, or local laws, regulations, and rules. Unless otherwise described herein, DIRECTOR shall receive the same employment benefits applicable to full-time support staff in the District, which may be described in the Support Staff Handbook, including but not limited to paid leave, medical insurance, and/or life insurance. If this Contract conflicts with the Support Staff Handbook, the provisions of this Contract shall prevail to the extent permitted by law.

8. Discharge for Cause. Throughout the term of this Contract, DIRECTOR shall be subject to discharge for cause provided, however, that the Board shall not arbitrarily or capriciously call for dismissal and that DIRECTOR shall have the right to service of written charges, notice of hearing, and a hearing before the Board. If DIRECTOR chooses to be accompanied by counsel at such a hearing, all such personal expenses shall be paid by DIRECTOR. Failure to comply with the terms and conditions of this Contract, and those terms and conditions incorporated by reference, shall also be sufficient cause for purposes of discharge, as provided in this Contract.

9. Termination by Agreement. During the term of this Contract, the Board and DIRECTOR may mutually agree, in writing, to terminate this Contract.

10. Disability. Should DIRECTOR be unable to perform the duties and obligations of this Contract, by reason of illness, accident, or other cause beyond DIRECTOR's control and such disability exists after the exhaustion of accumulated leave days and vacation days during any school year, the Board, in its discretion, may make a proportionate deduction from the salary stipulated. If such disability continues for sixty (60) calendar days after the exhaustion of accumulated leave days (including any applicable FMLA) and vacation days during any school year, or if such disability is permanent, irreparable, or of such nature as to make the performance of DIRECTOR's duties impossible, the Board, at its option, may terminate this Contract, whereupon the respective duties, rights, and obligations of the parties shall terminate. DIRECTOR shall provide medical evidence of his ability to perform the essential functions of his job to the Superintendent upon request.

11. Criminal Records Check. Pursuant to 105 ILCS 5/10-21.9, Boards of Education are prohibited from knowingly employing a person who has been convicted of committing or attempting to commit the named crimes therein. If the fingerprint-based criminal records check required by Illinois law is not completed at the time this Contract is signed, and any subsequent investigation or report reveals there has been such a conviction, this Contract shall immediately become null and void.

12. Notice. Any notice required under this Contract shall be in writing and shall become effective on the day of mailing thereof by first class, registered, or certified mail, postage prepaid, addressed:

To the Board:
President, Board of Education
New Berlin CUSD 16
600 Cedar St.
New Berlin, IL 62670

To the DIRECTOR:
Kevin Cummins
Address on File in District Office

13. Headings. Paragraph headings and numbers have been inserted for convenience of reference only, and if there shall be any conflict between any such headings or numbers and the text of this Contract, the text shall control.

14. 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.

15. Severability. It is understood and agreed by the parties that if any part, term, or provision of this Contract is held by the courts to be illegal or in conflict with any law of the State of Illinois, the validity of remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular part, term, or provision held to be invalid.

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

17. Complete Understanding. 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, whether oral or written. All amendments to this Contract must be in writing and approved by the Board of Education.

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 attested to by its Secretary, on the day and year first above written.

Kevin Cummins, Director of Technology

**Board of Education
New Berlin CUSD 16**

By: _____
President

ATTEST:

Secretary