

**COMMUNITY HIGH SCHOOL DISTRICT NO. 128  
ASSOCIATE SUPERINTENDENT CONTRACT**

**THIS AGREEMENT** is made this 26<sup>th</sup> day of May, 2009, by and between the BOARD OF EDUCATION, COMMUNITY HIGH SCHOOL DISTRICT NO. 128, LAKE COUNTY, ILLINOIS (hereinafter the "BOARD"), and Alfred Fleming, Associate Superintendent (hereinafter the "Associate Superintendent").

**IT IS AGREED:**

1. **EMPLOYMENT** – **Alfred Fleming** is hereby hired and retained from JULY 1, 2009 through and including JUNE 30, 2012, and, as it may be later agreed to by the parties, thereafter, as **Associate Superintendent**.

2. **DUTIES** - The duties and responsibilities of the Associate Superintendent shall be those incidental to the office of the Associate Superintendent, those set forth in the job description (or, those duties contained in Board Policy, as adopted, and which may be amended from time to time), those obligations imposed by the laws of the State of Illinois upon the Associate Superintendent, and to perform other professional duties customarily performed by an Associate Superintendent as from time to time may be assigned to the Associate Superintendent by the BOARD or the Superintendent. The BOARD reserves the right to reassign the Associate Superintendent to different administrative duties from time to time during the term of this Agreement, without a loss of pay.

3. **COMPENSATION** – For the 2009-2010 Contract Year, in consideration of the annual compensation of One Hundred Sixty Eight Thousand Three Hundred Eighty Six Dollars (**\$168,386**), and increased by 3.63% (\$174,498) over the previous year's base salary for the 2010-2011 contract year, and increased by 4.13% (\$181,704) over the previous year's base salary for the 2011-12 years, the Associate Superintendent agrees to devote such time, skill, labor and attention to his employment, during the term of this Agreement, in order to faithfully perform the duties of Associate Superintendent. Compensation 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.

In addition, the Associate Superintendent shall receive, separate and apart from, and not to be included in his base salary, an annual payment of Three Hundred Fifty Dollars (\$350) to be paid by the BOARD in two equal installments on December 1<sup>st</sup> and June 1<sup>st</sup> of each contract year.

4. **ACADEMIC IMPROVEMENT and STUDENT IMPROVEMENT GOALS**  
This agreement is a performance-based contract. The Associate Superintendent shall address and fulfill the student performance and academic improvement goals which are appended to this Agreement and made a part hereof. Once the student performance and academic improvement

goals have been attained, the Agreement may be extended. The goals shall be approved by the Superintendent and appended to this contract by October 1, 2009.

5. **DEFERRED COMPENSATION** - The Associate Superintendent may, at his option, elect to take a reduction in his current salary, or forego a portion of any increase to the compensation paid to him under this Agreement, and have those amount(s) contributed by the BOARD on his behalf to a tax sheltered annuity qualified under Section 403(b) of the *Internal Revenue Code of 1986* (the "Code"), as amended, and/or contributed to an eligible deferred compensation plan pursuant to Code Section 457. The amount contributed by the BOARD shall not exceed an amount equal to the maximum allowable contribution under the Code. This provision is intended to be a Salary Reduction Agreement as defined by the Code.

6. **EVALUATION** - The BOARD and the Associate Superintendent agree that during each year of this Agreement, on or before June 30, 2010, and each June 30 thereafter, there shall be an evaluation of the Associate Superintendent's performance under this Agreement in accordance with the *Illinois School Code* as clarified by the established administrative evaluation plan of the BOARD. Failure of the BOARD to complete an evaluation does not preclude dismissal or nonrenewal of this Agreement.

7. **CERTIFICATE** - The Associate Superintendent shall furnish to the BOARD, at the start of this Agreement and during the term of this Agreement, a valid, appropriate, and properly registered certificate to act as **Associate Superintendent**, in accordance with the laws of the State of Illinois and as directed by the BOARD.

8. **TERMINATION OF AGREEMENT** - This Agreement may be terminated by:
- A. Mutual agreement of the parties.
  - B. Retirement.
  - C. Resignation, provided, however, the Associate Superintendent gives the BOARD at least ninety (90) school days written notice of the proposed resignation.
  - D. Disability of the Associate Superintendent. Should the Associate Superintendent be unable to perform the duties and obligations of this Agreement, by reason of illness, accident, or other causes, and such disability exists for a period of more than 180 calendar days or until the Associate Superintendent's accumulated sick and vacation leave is exhausted, whichever is later, the BOARD, at its option, may terminate this Agreement, whereupon the respective rights, duties, and obligations of the parties shall thereby terminate. This provision shall not in any way derogate from any long-term disability benefits that apply by operation of other provisions of this Agreement.
  - E. Discharge for Cause. Discharge for cause shall constitute conduct which is prejudicial to the School District; including but not limited to neglect of duty or breach of contract. Reasons for a proposed discharge for cause shall be given in writing and the Associate Superintendent shall be entitled to appear before the BOARD to discuss such causes. If the Associate Superintendent chooses to be accompanied by legal counsel at such meeting, he shall bear any costs involved. Such meeting shall be

conducted in closed session. Failure to comply with the terms and conditions of this Agreement shall constitute cause for discharge. The BOARD will not arbitrarily or capriciously call for the dismissal of the Associate Superintendent.

Nothing shall prohibit the BOARD from suspending the Associate Superintendent with or without pay pending completion of the requirements of paragraph E of this section. After the effective date of dismissal the Associate Superintendent shall not be entitled to further payments of compensation of any kind under this Agreement, except that the Associate Superintendent shall be entitled to any vested benefits payable under the terms and provisions of the Illinois Teachers' Retirement System.

9. **PROFESSIONAL ACTIVITIES** - The Associate Superintendent shall be encouraged to attend appropriate professional meetings and continuing education at the local, state and national levels, as approved by the Superintendent. Within budget constraints, as approved by the BOARD, the costs of attendance shall be paid by the BOARD.

10. **VACATION, PERSONAL AND SICK LEAVE** - The Associate Superintendent shall receive 25 vacation days annually (July 1-June 30) exclusive of weekends and legal holidays. Vacation shall be taken within six (6) months of the year in which it is earned and shall not be cumulative. Vacation days may be redeemed at the rate of 1/217<sup>th</sup> salary by the Associate Superintendent in accordance with Addendum "A", provided the Associate Superintendent provides the SUPERINTENDENT with written notice of intent to redeem vacation days no later than May 15 of the year in which the days are to be redeemed.

Effective with the first day of employment in the District the Associate Superintendent will be credited with 68 days of sick leave (*50 days from previous service plus the 18 days allotted annually*). The Associate Superintendent shall be provided with eighteen (18) days of sick leave in each subsequent year. Unused sick leave shall accumulate without limitation. In addition, the Associate Superintendent shall be provided with two (2) days of personal leave per year for personal business matters with the prior approval of the Superintendent or designee. Unused personal days will expire at the end of each year and will not accumulate. Upon written application to the Superintendent or designee, the BOARD shall grant the Associate Superintendent a leave of absence without loss of pay for up to three (3) days per year for the purpose of observing a recognized religious holiday of the Associate Superintendent's faith. This leave shall not be applicable to any religious observance which does not compel absence from employment.

11. **INSURANCE** - The BOARD shall provide long-term disability coverage in accordance with its policy which is presently or may later be applicable to its other Associate Superintendents. The BOARD shall also provide medical and hospitalization coverage for the Associate Superintendent and his family and dental insurance coverage for the Associate Superintendent in accordance with its policy which is presently or may later be applicable to its other Associate Superintendents. The Associate Superintendent will have the option to purchase additional dental coverage for his family. In addition, the BOARD will reimburse the Associate Superintendent up to Three Hundred Dollars (\$300) annually for the cost of a comprehensive medical exam.

The BOARD shall also provide and pay the premiums for a term life insurance policy for the Associate Superintendent during the term of this Agreement in the face amount of two times (2X) the Associate Superintendent's base salary as expressed in Section 3. The BOARD shall assign the ownership of the term life insurance policy to a person or trust designated by the Associate Superintendent, and upon termination of this Agreement shall allow that owner to continue the life insurance policy at his own expense.

12. **MEMBERSHIP DUES** - The Associate Superintendent, upon proper substantiation, shall be reimbursed for dues and membership fees for those appropriate professional organizations to which he belongs with prior Superintendent approval.

13. **WAIVER OF TENURE** - By accepting the terms of this Agreement, the Associate Superintendent waives all rights of tenure granted under the Illinois *School Code* during the term of this agreement.

14. **TEACHERS' RETIREMENT SYSTEM CONTRIBUTION** - In addition to the gross compensation paid to the Associate Superintendent by the BOARD as expressed in Section 3, the BOARD shall pick up and pay on the Associate Superintendent's behalf, the Associate Superintendent's entire 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 Associate Superintendent's behalf as employer payments pursuant to Section 414(h) of the Internal Revenue Code of 1986, as amended. The Associate Superintendent 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 Associate Superintendent 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 Associate Superintendent's employment for his future service, knowledge and experience.

15. **TEACHERS' HEALTH INSURANCE SECURITY FUND CONTRIBUTION** - The BOARD shall pick up and pay on behalf of the Associate Superintendent the entire contribution to the Teachers' Health Insurance Security ("THIS") fund. The BOARD shall remit this contribution to the Illinois Teachers' Retirement System ("TRS") as the fund's collection agent. Payments made by the BOARD to TRS under this section shall not be reportable to TRS as creditable earnings. The parties further agree that said payments shall be excluded from the Associate Superintendent's taxable income pursuant to a private letter ruling issued to the IEA-NEA on April 8, 1996.

The BOARD and the Associate Superintendent make no commitment or guarantee that the BOARD'S payment of the contribution limit will continue to be excludable from the Associate Superintendent's gross income for federal or state income tax purposes, or that any other federal or state tax treatment will apply.

Because neither party can represent what position the IRS, or any other government entity, will take with respect to these payments and withholdings, it is mutually agreed that each side will be responsible for any miscalculations for which it is legally responsible *without*

indemnification or any other recourse from the other side. That is, if it is subsequently determined that the Associate Superintendent should have paid taxes on any portion of the contribution limit for which he did not pay taxes, the interest and penalties are the Associate Superintendent's responsibility alone. If the BOARD is penalized for failing to withhold enough taxes based on the payroll information in its possession at the time of payment of the contribution limit, those penalties are the BOARD'S responsibility alone. Both the BOARD and the Associate Superintendent expressly waive the right to seek indemnification or reimbursement from the other as the result of any government decision on the taxability of these amounts. In the event the IRS, or any other government entity, determines that the Associate Superintendent owes more taxes, he has *no* right to seek additional sums from the BOARD.

16. **RETIREMENT** – The retirement benefits stipulated in this section are available to the Associate Superintendent, if all three of the following conditions are met:

- A. There is no Early Retirement Option (ERO) penalty, and
- B. The Associate Superintendent gives an irrevocable written notice to retire, and
- C. The Associate Superintendent remains employed by the Board as an Associate Superintendent for an additional four (4) fiscal years following the fiscal year in which the notice is given.

If all of these conditions are met, the Associate Superintendent will receive the following benefits:

- A. The Associate Superintendent's base salary, as expressed in Section 3 above, will be increased by six percent (6%) for each remaining year of employment to a maximum of four (4) years.
- B. If the Associate Superintendent successfully completes all four years of employment, the Associate Superintendent will be provided with a post-retirement severance payment equal to twenty-five percent (25%) of the Associate Superintendent's final base salary. This severance payment will not be due, owing or payable until after the Associate Superintendent has retired under TRS rules and regulations and the Associate Superintendent has received his final paycheck for regular earnings. It is the intent of the parties that this severance payment will not constitute TRS creditable earnings.
- C. The Associate Superintendent will have the option of receiving the retirement severance payment in cash, or for a qualified tax shelter, for post retirement health care, or in such other manner as agreed by the Board and the Associate Superintendent.
- D. In no event will the Associate Superintendent's total compensation exceed six percent (6%) of their total compensation from the previous fiscal year.
- E. Upon written notice to retire, the current contract will expire, and it is the intent of the BOARD and Associate Superintendent to enter into a new agreement for the Associate Superintendent's final four (4) years of employment.

Provided, however, none of the benefits set forth in this Section shall be available to any Associate Superintendent who fails to begin drawing TRS or IMRF benefits upon retirement from the District or who retires or otherwise leaves the District to accept a similar administrative position in the State of Illinois. In the event any payment due under this Section will cause the

Board to have to make an additional contribution or pay a penalty to TRS, **the Board will not pay the TRS penalty, and the TRS penalty will be withheld from any benefits or compensation due the employee.**

17. **MOVING EXPENSES** – The BOARD will reimburse up to Ten Thousand Dollars (\$10,000.00) the Associate Superintendent for all substantiated moving expenses (including but not limited to, packing, storage, transit, and unpacking costs) necessitated by the Associate Superintendents’ move to a permanent residence within a reasonable distance from the District.

18. **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, to:* BOARD OF EDUCATION  
COMMUNITY HIGH SCHOOL DISTRICT NO.  
128  
50 Lakeview Parkway, Suite 101  
Vernon Hills, IL 60061

*If to the Associate Superintendent, to:* Alfred Fleming, Associate Superintendent  
COMMUNITY HIGH SCHOOL DISTRICT NO.  
128  
50 Lakeview Parkway, Suite 101  
Vernon Hills, IL 60061

(or at the last address of the Associate Superintendent contained in official Business Office records of the BOARD).

19. **BUSINESS EXPENSES** - It is anticipated and agreed that the Associate Superintendent shall be required to incur certain personal expenses for the official business of the BOARD. As such, the BOARD agrees to reimburse the Associate Superintendent for any such expenses, incurred by his on behalf of the BOARD, subject, however, to the Associate Superintendent’s substantiation, prior approval by the Superintendent and the BOARD'S approval of such expenses.

20. **TRANSPORTATION EXPENSE** – As a condition of employment, the Associate Superintendent will be required to furnish a personally owned automobile or other vehicle for business purposes. It is recognized that the Associate Superintendent will incur certain expenses of a business nature for the use of said vehicle. The Board shall reimburse the Associate Superintendent the annual sum of \$2,691 payable monthly for the business use of the automobile for trips within the local area. The annual sum may be modified by any BOARD approved increase for administrators based upon fuel/maintenance increases. The Associate Superintendent shall keep records of substantiated automobile expenses and to the extent the allowance is unsubstantiated it shall be included in the Associate Superintendent’s taxable income. For business miles outside of the local area the Associate Superintendent will be reimbursed at the approve district mileage rate.

21. **CONTRIBUTION TO A QUALIFIED PLAN** - The Associate Superintendent will receive contributions annually to be used to purchase 2.2 upgrade credits, previous retirement system service credit or be contributed to a qualified plan of the Associate Superintendent's choice. Annual payment options will be mutually agreed upon between the Associate Superintendent and the Superintendent. Annual contributions by the BOARD will be Five Thousand Dollars (\$5,000.00) and the annuity will increase annually at the same percentage as the associate superintendent's salary increase. Any contribution made by the BOARD is subject to and must be consistent with the IRS rulings and regulations governing Section 403(b) of the Internal Revenue Code of 1986, as amended.

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22. **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 the required criminal background investigation is not completed at the time this Agreement is signed, and the subsequent investigation report reveals that there has been a prohibited conviction, this contract shall immediately become null and void.

### 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 Associate Superintendent, 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.
- F. Both parties have had the opportunity to seek the advice of counsel.
- 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 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.

**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 day and year first above written.

**Associate Superintendent:**

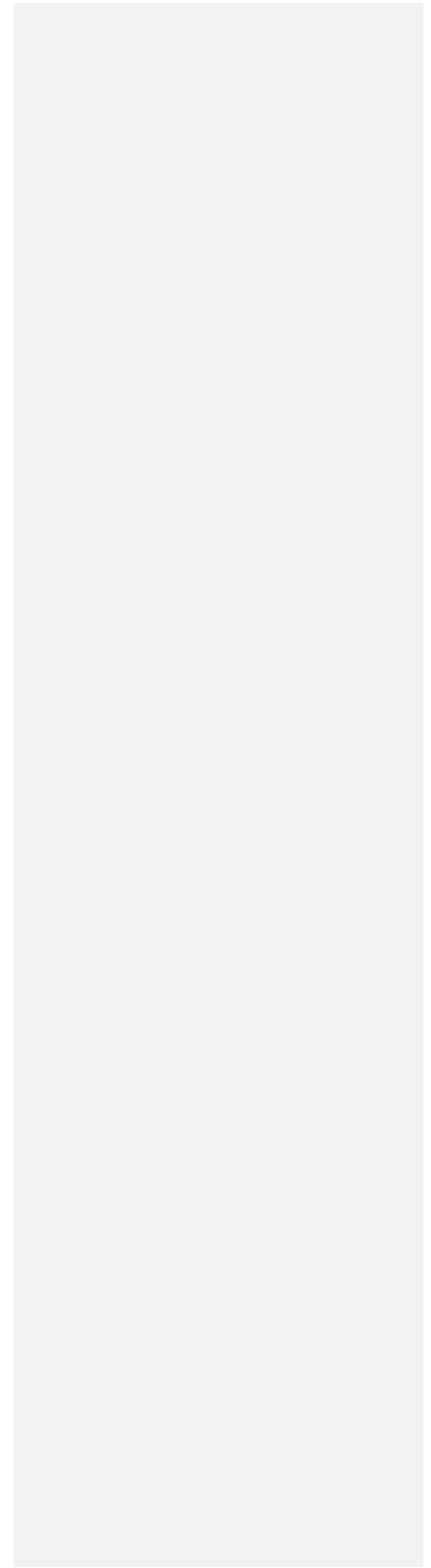
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Alfred Fleming

BOARD OF EDUCATION, COMMUNITY HIGH  
SCHOOL DISTRICT NO. 128,  
LAKE COUNTY, ILLINOIS

ATTEST:

\_\_\_\_\_  
Marsha Oberrieder, Secretary

By: \_\_\_\_\_  
Patrick Groody, President



**ADDENDUM "A"**

This addendum is intended to more fully set forth the benefits that the Administrator will receive during the term of the Contract to which this addendum is attached. This addendum is not intended to create any additional rights or obligations on either party beyond those that exist in the attached Contract.

Redemption of Vacation Days

Vacation days shall be available for redemption annually as follows:

<u>Years of Service as Administrator in District 128</u>	<u>Vacation Days Available for Redemption</u>
0-5 years	5
6 years	6
7 years	7
8 years	8
9 years	9
10 + years	10

Notwithstanding the foregoing, in the Administrator's final four (4) years of employment, the Administrator may not redeem vacation days in excess of the number redeemed by the Administrator in the previous year of employment.