

**COMMUNITY HIGH SCHOOL DISTRICT NO. 128  
ASSISTANT SUPERINTENDENT FOR CURRICULUM AND  
INSTRUCTION ASSISTANT SUPERINTENDENT FOR CURRICULUM AND  
INSTRUCTION CONTRACT**

**THIS CONTRACT** is made this 28<sup>th</sup> day of June, 2010, by and between the BOARD OF EDUCATION, COMMUNITY HIGH SCHOOL DISTRICT NO. 128, LAKE COUNTY, ILLINOIS (hereinafter the "BOARD"), and Deborah Larson, Assistant Superintendent for Curriculum and Instruction (hereinafter the "Assistant Superintendent for Curriculum and Instruction").

**IT IS AGREED:**

1. **EMPLOYMENT - Deborah Larson** is hereby hired and retained from JULY 1, 2010 through and including JUNE 30, 2014, and, as it may be later agreed to by the parties, thereafter, as **Assistant Superintendent for Curriculum and Instruction**.

2. **DUTIES** - The duties and responsibilities of the Assistant Superintendent for Curriculum and Instruction shall be those incidental to the office of the **Assistant Superintendent for Curriculum and Instruction Assistant**, 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 Assistant Superintendent for Curriculum and Instruction, and to perform other professional duties customarily performed by an **Assistant Superintendent for Curriculum and Instruction** as from time to time may be assigned to the Assistant Superintendent for Curriculum and Instruction by the BOARD or the Superintendent. The BOARD reserves the right to reassign the Assistant Superintendent for Curriculum and Instruction to different administrative duties from time to time during the term of this Contract, without a loss of pay.

3. **SALARY** - For the 2010-2011 Contract Year, in consideration of the annual salary of One Hundred Forty Eight Thousand Seven Hundred Eleven Dollars (\$148,711), and for the 2011-2012 Contract Year, in consideration of the annual salary of One Hundred Fifty Seven Thousand Six Hundred Thirty Three Dollars (\$157,633), and for the 2012-2013 Contract Year, in consideration of the annual salary of One Hundred Sixty Seven Thousand Ninety Dollars (\$167,090), and for the 2013-14 Contract Year, in consideration of the annual salary of One Hundred Seventy Seven One Hundred Fifteen Dollars (\$177,115) the Assistant Superintendent for Curriculum and Instruction agrees to devote such time, skill, labor and attention to her employment, during the term of this Contract, in order to faithfully perform the duties of Assistant Superintendent for Curriculum and Instruction. 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 Contract, and other amounts required by law.

In addition, the Assistant Superintendent for Curriculum and Instruction shall receive, separate and apart from, and not to be included in her base salary, and 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 PERFORMANCE GOALS**

This Contract is a performance-based contract. The Assistant Superintendent for Curriculum and Instruction shall address and fulfill the student performance and academic improvement goals which are appended to this Contract and made a part hereof. Once the student performance and academic improvement goals have been attained, this Contract may be extended. The goals shall be approved by the Assistant Superintendent for Curriculum and Instruction's immediate supervisor and by the Assistant Superintendent and appended to this contract by October 1, 2010.

**5. DEFERRED COMPENSATION** - The Assistant Superintendent for Curriculum and Instruction may, at her option, elect to take a reduction in her current salary, or forego a portion of any increase to the compensation paid to her under this Contract, and have those amount(s) contributed by the BOARD on her behalf to a tax sheltered annuity qualified under Section 403(b) of the *Internal Revenue Code of 1986* (the "Code"), as amended. 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 Assistant Superintendent for Curriculum and Instruction agree that during each year of this Contract, before February 1, 2011, and before each February 1 thereafter, there shall be an evaluation of the Assistant Superintendent for Curriculum and Instruction's performance under this Contract 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 Contract.

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

**8. TERMINATION OF CONTRACT** - This Contract may be terminated prior to its expiration by:

- A. Mutual agreement of the parties.
- B. Retirement.
- C. Resignation, provided, however, the Assistant Superintendent for Curriculum and Instruction gives the BOARD at least ninety (90) school days written notice of the proposed resignation.
- D. Disability of the Assistant Superintendent for Curriculum and Instruction. Should the Assistant Superintendent for Curriculum and Instruction be

unable to perform the duties and obligations of this Contract, by reason of illness, accident, or other causes, and such disability exists for a period of more than 180 calendar days or until the Assistant Superintendent for Curriculum and Instruction's accumulated sick and vacation leave is exhausted, whichever is later, the BOARD, at its option, may terminate this Contract, 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 Contract.

- E. Discharge for Cause. Discharge for cause shall constitute conduct which is prejudicial to 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 Assistant Superintendent for Curriculum and Instruction shall be entitled to appear before the BOARD to discuss such causes. If the Assistant Superintendent for Curriculum and Instruction chooses to be accompanied by legal counsel at such meeting, she shall bear any costs involved. Such meeting shall be conducted in closed session. Failure to comply with the terms and conditions of this Contract shall constitute cause for discharge. The BOARD will not arbitrarily or capriciously call for the dismissal of the Assistant Superintendent for Curriculum and Instruction.

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

9. **PROFESSIONAL ACTIVITIES** - The Assistant Superintendent for Curriculum and Instruction 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 Assistant Superintendent for Curriculum and Instruction shall receive vacation days annually (July 1-June 30) in accordance with Addendum "A", attached hereto and made a part hereof by this reference, 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 Assistant Superintendent for Curriculum and Instruction in accordance with Addendum "A", provided the Assistant Superintendent for Curriculum and Instruction provides the BOARD 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. Vacation days may not be redeemed to the extent that such redemption would cause the Assistant Superintendent for

Curriculum and Instruction to experience a total TRS creditable earnings increase from one contract year to the next of more than six percent (6%).

The Assistant Superintendent for Curriculum and Instruction shall be provided with fifteen (15) days of sick leave per year. Unused sick leave shall accumulate without limitation. In addition, the Assistant Superintendent for Curriculum and Instruction shall receive two (2) days of personal leave per year for personal business matters with the prior approval of the Superintendent. Unused personal leave shall expire on June 30 of each contract year and shall not accumulate or convert to sick leave.

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 administrators. The BOARD shall also provide medical and hospitalization coverage for the Assistant Superintendent for Curriculum and Instruction and her eligible dependents and dental insurance coverage for the Assistant Superintendent for Curriculum and Instruction in accordance with its policy which is presently or may later be applicable to its other administrators. The Assistant Superintendent for Curriculum and Instruction will have the option to purchase additional dental coverage for her eligible dependents. In addition, the BOARD will reimburse the Assistant Superintendent for Curriculum and Instruction 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 Assistant Superintendent for Curriculum and Instruction during the term of this Contract in the face amount of two times (2X) the Assistant Superintendent for Curriculum and Instruction'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 Assistant Superintendent for Curriculum and Instruction, and upon termination of this Contract shall allow that owner to continue the life insurance policy at its (or her) own expense.

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

13. **WAIVER OF TENURE** - By accepting the terms of this Contract, the Assistant Superintendent for Curriculum and Instruction waives all rights of tenure granted under the *Illinois School Code* during the term of this Contract.

14. **TEACHERS' RETIREMENT SYSTEM CONTRIBUTION** - In addition to the base salary paid to the Assistant Superintendent for Curriculum and Instruction by the BOARD as expressed in Section 3, the BOARD shall pick up and pay on the Assistant Superintendent for Curriculum and Instruction's behalf, the Assistant Superintendent for Curriculum and Instruction'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 Assistant Superintendent for Curriculum and Instruction's behalf as employer

payments pursuant to Section 414(h) of the Internal Revenue Code of 1986, as amended. The Assistant Superintendent for Curriculum and Instruction 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 Assistant Superintendent for Curriculum and Instruction 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 Assistant Superintendent for Curriculum and Instruction's employment for her future service, knowledge and experience.

**15. TEACHERS' HEALTH INSURANCE SECURITY FUND CONTRIBUTION** - The BOARD shall pick up and pay on behalf of the Assistant Superintendent for Curriculum & Instruction 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 Assistant Superintendent for Curriculum & Instruction's taxable income pursuant to a private letter ruling issued to the IEA-NEA on April 8, 1996.

The BOARD and the Assistant Superintendent for Curriculum and Instruction make no commitment or guarantee that the BOARD'S payment of the contribution limit will continue to be excludable from the Assistant Superintendent for Curriculum and Instruction'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 Assistant Superintendent for Curriculum and Instruction should have paid taxes on any portion of the contribution limit for which she did not pay taxes, the interest and penalties are the Assistant Superintendent for Curriculum and Instruction'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 Assistant Superintendent for Curriculum and Instruction 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 Assistant Superintendent for Curriculum and Instruction owes more taxes, she has *no* right to seek additional sums from the BOARD.

16. **RETIREMENT** - Provided the Assistant Superintendent for Curriculum and Instruction has at least ten (10) consecutive years of full-time service in the District and gives, or has given the BOARD irrevocable written notice of her intent to retire at the conclusion of the 2013-2014 fiscal year upon attaining thirty-five (35) years of total TRS service credit, the Assistant Superintendent for Curriculum and Instruction shall be entitled to the following benefits. The BOARD will pay the Assistant Superintendent for Curriculum and Instruction a post-retirement severance payment equal to thirty percent (30%) of her 2013-2014 base salary set forth in Section 3 above. This payment shall not be due, owing, or payable until after the Assistant Superintendent for Curriculum and Instruction has retired and until after she has received her final paycheck for regular earnings. It is the intent of the parties that this post-retirement severance payment will not constitute TRS creditable earnings and will be paid one-half (1/2) in lump sum approximately thirty (30) days following the Assistant Superintendent for Curriculum and Instruction's retirement date, and the remaining one-half (1/2) in the January following the Assistant Superintendent for Curriculum and Instruction's retirement date.

Provided, however, none of the benefits set forth in this Section shall be available if the Assistant Superintendent for Curriculum and Instruction fails to begin drawing TRS benefits upon retirement from the District or if she retires or otherwise leaves the District to accept a similar administrative position in the State of Illinois.

In addition to the benefits set forth above, the BOARD may, in its sole discretion, provide the Assistant Superintendent for Curriculum and Instruction with any or all of the retirement benefits in the teachers' collective bargaining agreement.

17. **NOTICE** - Any notice or communication permitted or required under this Contract 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, Illinois 60061

*If to the Assistant Superintendent for Curriculum and Instruction to:*

Deborah Larson, Assistant Superintendent for Curriculum  
and Instruction  
COMMUNITY HIGH SCHOOL DISTRICT NO. 128  
50 Lakeview Parkway, Suite 101  
Vernon Hills, Illinois 60061

(or at the last address of the Assistant Superintendent for Curriculum and Instruction contained in official Business Office records of the BOARD).

18. **BUSINESS EXPENSES** - It is anticipated and agreed that the Assistant Superintendent for Curriculum and Instruction shall be required to incur certain personal expenses for the official business of the BOARD. As such, the BOARD agrees to reimburse the Assistant Superintendent for Curriculum and Instruction for any such expenses, incurred by her

on behalf of the BOARD, subject, however, to the Assistant Superintendent for Curriculum and Instruction's substantiation and the BOARD'S approval of such expenses.

19. **TRANSPORTATION EXPENSE** – As a condition of employment, the Assistant Superintendent of Curriculum & Instruction will be required to furnish a personally owned automobile or other vehicle for business purposes. It is recognized that the Assistant Superintendent of Curriculum & Instruction will incur certain expenses of a business nature for the use of said vehicle. The Board shall reimburse the Assistant Superintendent of Curriculum & Instruction the annual sum of \$2,340 payable monthly for the business use of the automobile for trips within the local area. The Assistant Superintendent of Curriculum & Instruction shall keep records of substantiated automobile expenses and to the extent the allowance is unsubstantiated it shall be included in the Assistant Superintendent of Curriculum & Instruction's taxable income. For business miles outside of the local area the Assistant Superintendent of Curriculum & Instruction will be reimbursed at the approved district mileage rate.

20. **CONTRIBUTION TO A QUALIFIED PLAN** - The Assistant Superintendent for Curriculum & Instruction 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 Assistant Superintendent for Curriculum & Instruction choice. Annual payment options will be mutually agreed upon between the Assistant Superintendent for Curriculum & Instruction and the Superintendent. Annual contributions by the BOARD will be Six Thousand Dollars (\$6,490.00) in 2010-2011. For the balance of the contract, the annuity will increase annually at the same percentage as the Assistant Superintendent for Curriculum & Instruction's salary increase.

21. **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 Contract is signed, and the subsequent investigation report reveals that there has been a prohibited conviction, this contract shall immediately become null and void.

22. **MISCELLANEOUS**

- A. This Contract 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 Contract, the text shall control.
- C. 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.
- D. 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 concerning such subject matter, whether oral or written.

- E. This Contract shall be binding upon and inure to the benefit of the Assistant Superintendent for Curriculum and Instruction, her 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 Contract 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 Contract shall continue to have its intended full force and effect.

**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 Secretary on the day and year first above written.

**Assistant Superintendent for Curriculum and Instruction:**

\_\_\_\_\_  
Deborah Larson

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

By: \_\_\_\_\_  
President

ATTEST:

\_\_\_\_\_  
Secretary

## ADDENDUM "A"

This addendum is intended to more fully set forth the benefits that the Assistant Superintendent for Curriculum and Instruction 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.

### 1. Vacation and Vacation Redemption

Vacation shall be earned and unused days shall be available for redemption annually as follows:

<u>Years of Service as Administrator in District 128</u>	<u>Vacation Days</u>
Years 1-2	20
Years 3-4	21
Years 5-6	22
Years 7-8	23
Years 9-10	24
Years 11 +	25

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