COMMUNITY HIGH SCHOOL DISTRICT NO. 128
COUNSELING SUPERVISOR CONTRACT
Multi-Year Contract

THIS AGREEMENT is made this 28th day of June, 2010, by and between the BOARD OF EDUCATION, COMMUNITY HIGH SCHOOL DISTRICT NO. 128, LAKE COUNTY, ILLINOIS (hereinafter the "BOARD"), and SUE BUTLER, Counseling Supervisor (hereinafter the "Counseling Supervisor").

IT IS AGREED:

1. **EMPLOYMENT** – SUE BUTLER 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 Counseling Supervisor. The Counseling Supervisor is employed to work the teacher work year plus an additional fifteen (15) days to be determined by the Superintendent or designee.

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

3. **SALARY** – For the 2010-2011 Contract Year, in consideration of the annual salary of One Hundred Seven Thousand Two Hundred Four Dollars ($107,204), and for the 2011-2012 Contract Year, in consideration of the annual salary of One Hundred Thirteen Thousand Six Hundred Thirty Six Dollars ($113,636), and for the 2012-2013 Contract Year, in consideration of the annual salary of One Hundred Twenty Thousand Four Hundred Fifty Four Dollars ($120,454), and for the 2013-2014 Contract Year, in consideration of the annual salary of One Hundred Twenty Seven Thousand Six Hundred Eighty One Dollars ($127,681) the Counseling Supervisor agrees to devote such time, skill, labor and attention to her employment, during the term of this Agreement, in order to faithfully perform the duties of Counseling Supervisor. 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.

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

4. **DEFERRED COMPENSATION** - The Counseling Supervisor 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 Agreement, 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, 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.

5. **EVALUATION** - The BOARD and the Counseling Supervisor 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 Counseling Supervisor'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.

6. **CERTIFICATE** - The Counseling Supervisor 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 Counseling Supervisor**,** in accordance with the laws of the State of Illinois and as directed by the BOARD.

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

A. Mutual agreement of the parties.
B. Retirement.
C. Resignation, provided, however, the Counseling Supervisor gives the BOARD at least ninety (90) school days written notice of the proposed resignation.
D. Disability of the Counseling Supervisor. Should the Counseling Supervisor 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 Counseling Supervisor'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 Counseling Supervisor shall be entitled to appear before the BOARD to discuss such causes. If the Counseling Supervisor 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 Agreement shall constitute cause for discharge. The BOARD will not arbitrarily or capriciously call for the dismissal of the Counseling Supervisor.

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

8. **PROFESSIONAL ACTIVITIES** - The Counseling Supervisor shall be encouraged to attend appropriate professional meetings and to attend one national level conference annually, as approved by the Superintendent or designee. Within budget constraints, as approved by the BOARD, the costs of attendance shall be paid by the BOARD.

9. **PERSONAL AND SICK LEAVE** - The Counseling Supervisor shall be provided with fifteen (15) days of sick leave per year. Unused sick leave shall accumulate without limitation. In addition, the Counseling Supervisor 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 the year and will not accumulate. Upon written application to the Superintendent or designee, the BOARD shall grant the Counseling Supervisor a leave of absence without loss of pay for up to three (3) days during each school term for the purpose of observing a recognized religious holiday of the Counseling Supervisor's faith. This leave shall not be applicable to any religious observance which does not compel absence from employment.

10. **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 Counseling Supervisors. The BOARD shall provide medical and hospitalization coverage for the Counseling Supervisor and her family and dental insurance coverage for the Counseling Supervisor in accordance with its policy which is presently or may later be applicable to its teachers. The Counseling Supervisor will have the option to purchase additional dental coverage for her family.

The BOARD shall also provide and pay the premiums for a term life insurance policy for the Counseling Supervisor during the term of this Agreement in the face amount of $100,000. The BOARD shall assign the ownership of the term life insurance policy to a person or trust

designated by the Counseling Supervisor and upon termination of this Agreement shall allow that owner to continue the life insurance policy at her own expense.

11. **MEMBERSHIP DUES** - The Counseling Supervisor, upon proper substantiation, shall be reimbursed for dues and membership fees for those appropriate professional organizations to which she belongs with prior approval of Superintendent or designee.

12. **TEACHERS' RETIREMENT SYSTEM CONTRIBUTION** - In addition to the gross compensation paid to the Counseling Supervisor by the BOARD as expressed in Section 3, the BOARD shall pick up and pay on the Counseling Supervisor's behalf, the Counseling Supervisor's contribution to the Illinois Teachers' Retirement System pursuant to the *Illinois Pension Code*, to a maximum of ten percent (10%) of the Counseling Supervisor's creditable earnings. If the TRS employee contribution rate exceeds ten percent (10%), the amount exceeding ten percent (10%) will be deducted from the Counseling Supervisor's pay and remitted to TRS.

It is the intention of the parties to qualify all such payments picked up and paid by the BOARD on the Counseling Supervisor's behalf as employer payments pursuant to Section 414(h) of the Internal Revenue Code of 1986, as amended. The Counseling Supervisor 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 Counseling Supervisor 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 Counseling Supervisor's employment for her future service, knowledge and experience.

13. **TEACHERS' HEALTH INSURANCE SECURITY FUND CONTRIBUTION** The BOARD shall pick up and pay on behalf of the Counseling Supervisor an amount up to three-fourths of one percent (3/4 of 1%) of the gross compensation stated in Section 3 (the "contribution limit") 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. The parties further expressly acknowledge and agree that the BOARD'S obligation under this section shall not exceed the contribution limit. If the amount of contribution exceeds the contribution limit, then the Counseling Supervisor shall be solely responsible for the difference between her contribution and the contribution limit. If the amount of the Counseling Supervisor's contribution is below the contribution limit, then the BOARD'S obligation shall be limited to the actual contribution amount. 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 Counseling Supervisor's taxable income pursuant to a private letter ruling issued to the IEA-NEA on April 8, 1996.

The BOARD and the Counseling Supervisor make no commitment or guarantee that the BOARD'S payment of the contribution limit will continue to be excludable from the Counseling

Supervisor'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 Counseling Supervisor should have paid taxes on any portion of the contribution limit for which she did not pay taxes, the interest and penalties are the Counseling Supervisor'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 Counseling Supervisor 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 Counseling Supervisor owes more taxes, she has *no* right to seek additional sums from the BOARD.

14. **RETIREMENT** – The retirement benefits stipulated in this section are available to the Counseling Supervisor, if all four of the following conditions are met:

A. There is no Early Retirement Option (ERO) penalty, and

B. The Counseling Supervisor gives an irrevocable written notice to retire, and

C. The Counseling Supervisor gives notice by February 1 in the fifth fiscal year prior to retirement and the Counseling Supervisor remains employed by the Board as an Counseling Supervisor for an additional four (4) fiscal years following the fiscal year in which the notice is given.

D. Nothing about the Counseling Supervisor’s participation in this retirement plan or the Counseling Supervisor’s retirement into the TRS retirement plan requires the Board to pay a penalty or contribution of any kind to TRS.

If all of these conditions are met, the Counseling Supervisor will receive the following benefits:

A. The Counseling Supervisor’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. If the Counseling Supervisor received any additional TRS-creditable compensation in the year notice is given, the Counseling Supervisor must continue, for each remaining year of employment, to perform the duties that resulted in the additional TRS-creditable compensation in order to be eligible to receive the full six percent increase. If the Counseling Supervisor resigns or is removed from such duties in any of the remaining years of employment, the amount of compensation

that had been received for those duties will be subtracted, resulting in an annual increase of less than six percent.

B. If the Counseling Supervisor successfully completes all four years of employment, the Counseling Supervisor will be provided with a post-retirement severance payment equal to twenty-five percent (25%) of the Counseling Supervisor's final base salary. This severance payment will not be due, owing or payable until after the Counseling Supervisor has retired under TRS rules and regulations and the Counseling Supervisor has received her final paycheck for regular earnings. It is the intent of the parties that this severance payment will not constitute TRS creditable earnings.

C. The Counseling Supervisor 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 Counseling Supervisor.

D. In no event will the Counseling Supervisor's increase in total TRS creditable earnings exceed six percent (6%) of their total TRS creditable earnings from the previous fiscal year. <u>This limitation applies even if the Counseling Supervisor elects to take additional duties while participating in this plan.</u>

Provided, however, none of the benefits set forth in this Section shall be available to any Counseling Supervisor 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 Counseling Supervisor's post-retirement severance payment will be reduced by the amount of the Board's contribution or penalty.

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, to:

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

If to the Counseling Supervisor to:

Sue Butler, Counseling Supervisor
COMMUNITY HIGH SCHOOL

DISTRICT NO. 128
50 Lakeview Parkway, Suite 101
Vernon Hills, IL 60061

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

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

17. **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.

18. **ACADEMIC IMPROVEMENT and STUDENT PERFORMANCE GOALS** – This Agreement is a performance-based contract. The Counseling Supervisor shall address and fulfill the student performance and academic improvement goals which are appended to this Agreement and made a part hereof. The goals shall be approved by the Counseling Supervisor's immediate supervisor and the Superintendent and appended to this contract by October 1, 2010.

19. **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 Counseling Supervisor, 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 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.

Counseling Supervisor

_____
Sue Butler

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

By: _____
President

ATTEST:

_____
Secretary