

**COMMUNITY HIGH SCHOOL DISTRICT NO. 128
ASSISTANT SUPERINTENDENT FOR BUSINESS EMPLOYMENT AGREEMENT**

THIS AGREEMENT is made this 29th day of May, 2007, by and between the BOARD OF EDUCATION, COMMUNITY HIGH SCHOOL DISTRICT NO. 128, LAKE COUNTY, ILLINOIS (hereinafter the "BOARD"), and Yasmine Dada, Assistant Superintendent for Business (hereinafter the "Assistant Superintendent for Business").

IT IS AGREED:

1. **EMPLOYMENT** – Yasmine Dada is hereby hired and retained from JULY 1, 2007 through and including JUNE 30, 2012, and, as it may be later agreed to by the parties, thereafter, as the Assistant Superintendent for Business.

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

3. **COMPENSATION** – For the 2007-2008 Contract Year, in consideration of the annual compensation of One Hundred Seventy One Thousand Six Hundred Seventy Seven Dollars (\$171,677) and for each contract year thereafter, an increase of six percent (6%) over each previous years' base salary, the Assistant Superintendent for Business 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 Assistant Superintendent for Business. 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 Assistant Superintendent for Business 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. **ACADEMIC IMPROVEMENT and STUDENT PERFORMANCE GOALS** – This Agreement is a performance-based contract. The Assistant Superintendent for Business 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, this Agreement may be extended. The goals shall be approved by the

Assistant Superintendent for Business' immediate supervisor and by the Associate Superintendent and appended to this contract by October 1, 2007.

5. **DEFERRED COMPENSATION** - The Assistant Superintendent for Business 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.

6. **EVALUATION** - The BOARD and the Assistant Superintendent for Business agree that during each year of this Agreement, on or before June 30, 2008, and each June 30 thereafter, there shall be an evaluation of the Assistant Superintendent for Business'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 Assistant Superintendent for Business 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 Assistant Superintendent for Business, 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 Assistant Superintendent for Business gives the BOARD at least ninety (90) school days written notice of the proposed resignation.
- D. Disability of the Assistant Superintendent for Business. Should the Assistant Superintendent for Business 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 Assistant Superintendent for Business'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 Assistant Superintendent for Business shall be entitled to appear before the BOARD to discuss such causes. If the Assistant Superintendent for Business 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 Assistant Superintendent for Business.

Nothing shall prohibit the BOARD from suspending the Assistant Superintendent for Business 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 Business shall not be entitled to further payments of compensation of any kind under this Agreement, except that the Assistant Superintendent for Business 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 Business 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 Business 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 1/217th salary by the Assistant Superintendent for Business in accordance with Addendum "A," provided the Assistant Superintendent for Business 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.

The Assistant Superintendent for Business shall be provided with eighteen (18) days of sick leave per year, of which no more than fifteen (15) days of unused sick leave may be carried into June of that year so that the maximum number of sick days that can be accumulated each year for future use is fifteen (15) days and matches the teachers' collective bargaining agreement. Unused sick leave as of June 30th of each year shall accumulate without limitation. In addition, the Assistant Superintendent for Business shall be provided with two (2) days of personal leave per year for personal business matters with the prior approval of the Superintendent. On June 30, 2009, the Assistant Superintendent for Business will be credited with the same number of days of sick leave as teachers receive pursuant to the collective bargaining agreement.

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

12. **MEMBERSHIP DUES** - The Assistant Superintendent for Business, upon proper substantiation, shall be reimbursed for 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 Agreement, the Assistant Superintendent for Business 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 Assistant Superintendent for Business by the BOARD as expressed in Section 3, the BOARD shall pick up and pay on the Assistant Superintendent for Business's behalf, the Assistant Superintendent for Business'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 Business's behalf as employer payments pursuant to Section 414(h) of the Internal Revenue Code of 1986, as amended. The Assistant Superintendent for Business 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 Business 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 Business'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 Business 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 Business'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 Business's make no commitment or guarantee that the BOARD'S payment of the contribution limit will continue to be excludable from the Assistant Superintendent for Business'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 Business 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

Business'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 Business 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 Business owes more taxes, she has *no* right to seek additional sums from the BOARD.

16. **MEDICARE REIMBURSEMENT** – As agreed to at the time of her employment the District will reimburse the Assistant Superintendent for Business for contributions made to Medicare.

17. **RETIREMENT INSURANCE** – If during the term of this Agreement the Assistant Superintendent for Business gives irrevocable written notice of intent to retire, and the Assistant Superintendent for Business remains employed by the BOARD as an Administrator for the entire five (5) year duration of this contract, the Assistant Superintendent for Business will receive during retirement, until age 65, the BOARD paid health insurance provisions found in Section 11 of this contract including medical and hospitalization coverage for her and her family and dental coverage for her. The Assistant Superintendent for Business will have the option to purchase family dental coverage. In lieu of BOARD paid insurance coverage, the Assistant Superintendent for Business will have the option to receive the cash equivalent to purchase her own insurance coverage.

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

19. **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 North Lakeview Parkway
Vernon Hills, Illinois 60061

*If to the Assistant
Superintendent for Business, to:*

Yasmine Dada
Assistant Superintendent for Business
COMMUNITY HIGH SCHOOL DISTRICT NO. 128
50 North Lakeview Parkway
Vernon Hills, Illinois 60061

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

20. **BUSINESS EXPENSES** - It is anticipated and agreed that the Assistant Superintendent for Business 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 Business for any such expenses, incurred by her on behalf of the BOARD, subject, however, to the Assistant Superintendent for Business's substantiation, prior approval by the Superintendent and the BOARD'S approval of such expenses.

21. **TRANSPORTATION EXPENSE** – As a condition of employment, the Assistant Superintendent for Business will be required to furnish a personally owned automobile or other vehicle for business purposes. It is recognized that the Assistant Superintendent for Business will incur certain expenses of a business nature for the use of said vehicle. The BOARD shall reimburse the Assistant Superintendent for Business the annual sum of Two Thousand Six Hundred Ninety One Dollars (\$2,691.00) 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 Assistant Superintendent for Business shall keep records of substantiated automobile expenses and to the extent the allowance is unsubstantiated it shall be included in the Assistant Superintendent for Business's taxable income. For business miles outside of the local area the Assistant Superintendent for Business will be reimbursed at the approved district mileage rate.

22. **CONTRIBUTION TO A QUALIFIED PLAN** – The Assistant Superintendent for Business 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 Business's choice. Annual payment options will be mutually agreed upon between the Assistant Superintendent for Business and the Superintendent. Annual contributions by the BOARD will be Six Thousand Fifty Dollars (\$6,050.00) for 2007-2008 and will increase by 6% for each remaining year of the contract.

23. **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.

24. **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 Assistant Superintendent for Business, 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.

ASSISTANT SUPERINTENDENT FOR BUSINESS:

Yasmine Dada

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 Business 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 Assistant Superintendent for Business 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 Assistant Superintendent for Business's final four (4) years of employment, the Assistant Superintendent for Business may not redeem vacation days in excess of the number redeemed by the Assistant Superintendent for Business in the previous year of employment.

ADDENDUM “B”

This addendum sets forth additional conditions and benefits that the Assistant Superintendent for Business will receive during the term of the contract to which this addendum is attached.

1. **BOARD TREASURER** – The base salary stated on the attached contract includes a stipend of Eight Thousand Five Hundred Dollars (\$8,500) for the Assistant Superintendent for Business serving as the Treasurer of the School District. This stipend amount will increase annually by the same percentage that the base salary increases.

2. **MEDICARE** - The Board shall pay on behalf of the Assistant Superintendent for Business the contribution for Medicare.

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