

**COMMUNITY HIGH SCHOOL DISTRICT NO. 128  
ASSISTANT PRINCIPAL CONTRACT**

**THIS AGREEMENT** is made this 23<sup>rd</sup> day of August, 2010, by and between the BOARD OF EDUCATION, COMMUNITY HIGH SCHOOL DISTRICT NO. 128, LAKE COUNTY, ILLINOIS (hereinafter the "BOARD"), and Jean Aucutt, Assistant Principal (hereinafter the "Assistant Principal").

**IT IS AGREED:**

1. **EMPLOYMENT** – **Jean Aucutt** is hereby hired and retained from JULY 1, 2010 through and including JUNE 30, 2015, and, as it may be later agreed to by the parties, thereafter, as **Assistant Principal**.

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

3. **COMPENSATION** –In consideration of the annual base salary of One Hundred Thirty Thousand Nine Hundred Nineteen Dollars (\$130,919) for the 2010-11 contract year, and for each remaining contract year (2011-2012, 2012-2013, 2013-2014 and 2014-2015) the Assistant Principal's base salary shall increase by six percent (6%) over the prior contract year's base salary, resulting in the following base salaries: 2011-12 (\$138,774); 2012-13 (\$147,100); 2013-14 (\$155,926); and 2014-15 (\$165,281), the Assistant Principal 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 Principal. 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 Principal 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 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 Assistant Principal 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 Assistant Principal's immediate supervisor and the Associate Superintendent and appended to this contract by October 1, 2010.

5. **DEFERRED COMPENSATION** - The Assistant Principal 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 Principal agree that during each year of this Agreement, on or before June 30, 2011, and each June 30 thereafter, there shall be an evaluation of the Assistant Principal'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 Principal 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 Principal, 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 Principal gives the BOARD at least ninety (90) school days written notice of the proposed resignation.
- D. Disability of the Assistant Principal. Should the Assistant Principal 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 Principal'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 Principal shall be entitled to appear before the BOARD to discuss such causes. If the Assistant Principal 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 Principal.

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

9. **PROFESSIONAL ACTIVITIES** - The Assistant Principal 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 Principal shall receive vacation days annually (July 1-June 30) exclusive of weekends and legal holidays in accordance with Addendum A. 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 Principal in accordance with Addendum "A", provided the Assistant Principal 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 Principal shall be provided with fifteen (15) days of sick leave per year. Unused sick leave shall accumulate without limitation. In addition, the Assistant Principal 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 shall expire on June 30 of each contract years and shall not accumulate or convert to sick leave. Upon written application to the Superintendent or designee, the BOARD shall grant the Assistant Principal a leave of absence without loss of pay for up to three (3) days during per year for the purpose of observing a recognized religious holiday of the Assistant Principal'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 Assistant Principals. The BOARD shall also provide medical and hospitalization coverage for the Assistant Principal and her family and dental insurance coverage for the Assistant Principal in accordance with its policy which is presently or may later be applicable to its other Assistant Principals. The Assistant Principal will have the option to purchase additional dental coverage for her family. In addition, the BOARD will reimburse the Assistant Principal 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 Principal during the term of this Agreement in the face amount of two times (2X) the Assistant Principal'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 Principal, 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 Principal, 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 Principal 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 Principal by the BOARD as expressed in Section 3, the BOARD shall pick up and pay on the Assistant Principal's behalf, the Assistant Principal'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 Principal's behalf as employer payments pursuant to Section 414(h) of the Internal Revenue Code of 1986, as amended. The Assistant Principal 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 Principal 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 Principal'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 Principal three-fourths of one percent (3/4 of 1%) of their 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 Principal's taxable income pursuant to a private letter ruling issued to the IEA-NEA on April 8, 1996.

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

16. **RETIREMENT** – Provided the Assistant Principal 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 2014-2015 fiscal year upon attaining thirty-five (35) years of total TRS service credit, the Assistant Principal shall be entitled to the following post-retirement severance payment equal to twenty-five percent (25%) of the 2014-2015 base salary set forth in Section 3 above. This payment shall not be due, owing, or payable until after the Assistant Principal 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 Principal's retirement date, and the remaining one-half (1/2) in the January following the Assistant Principal's retirement date.

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

The retirement benefits stipulated in this section are available to the Assistant Principal, if all four of the following conditions are met:

- A. There is no Early Retirement Option (ERO) penalty, and
- B. The Assistant Principal gives an irrevocable written notice to retire, and
- C. The Assistant Principal gives notice by February 1 in the fifth fiscal year prior to retirement and the Assistant Principal remains employed by the Board as an Assistant Principal for an additional four (4) fiscal years following the fiscal year in which the notice is given.
- D. Nothing about the Assistant Principal's participation in this retirement plan or the Assistant Principal'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 Assistant Principal will receive the following benefits:

- A. The Assistant Principal'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. The amounts of these increases are reflected in Section 3, above.
- B. If the Assistant Principal successfully completes all four years of employment, the Assistant Principal will be provided with a post-retirement severance payment equal to twenty-five percent (25%) of the Assistant Principal's final base salary. This severance payment will not be due, owing or payable until after the Assistant Principal has retired under TRS rules and regulations and the Assistant Principal 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 Assistant Principal 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 Assistant Principal.
- D. In no event will the Assistant Principal's increase in total TRS creditable earnings exceed six percent (6%) of their total TRS creditable earnings from the previous fiscal year.

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

17. **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 Assistant Principal, to:*

Jean Aucutt, Assistant Principal  
COMMUNITY HIGH SCHOOL DISTRICT NO. 128  
50 Lakeview Parkway, Suite 101  
Vernon Hills, IL 60061

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

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

19. **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.

20. **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 Principal, 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 Principal:**

\_\_\_\_\_  
Jean Aucutt

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

ATTEST:

\_\_\_\_\_  
Secretary

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

## ADDENDUM "A"

This addendum is intended to more fully set forth the benefits that the Assistant Principal 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.

### Earned Vacation Days and Redemption of Vacation Days

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

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

<u>Years of Service as Assistant Principal 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 Principal's final four (4) years of employment, the Assistant Principal may not redeem vacation days in excess of the number redeemed by the Assistant Principal in the previous year of employment.