

SUPERINTENDENT'S CONTRACT

THIS CONTRACT made this **15th** day of **September, 2011**, by and between the **Board of Education**, Prairie Central Community Unit School District No. 8, ("Board"), and **John Capasso** ("Superintendent"), ratified by a resolution adopted at the regular meeting of the Board held on **September 15, 2011**, and as found in the minutes of that meeting.

IT IS AGREED:

Employment. John Capasso is hereby hired and retained from **July 1, 2011**, to **June 30, 2016** as the Superintendent of Schools in and for Prairie Central Community Unit School District No. 8.

Work Year. The Superintendent's work year shall include work days Monday through Friday, twelve (12) months per year, for each year of this contract, except as otherwise provided herein and except that the Superintendent's employment shall not require him to work on school holidays and recognized school vacation periods during the school year, and on national holidays during the summer months when school is not in session.

Duties. The duties and responsibilities of a Superintendent in and for this school district shall be all those duties incident to the office of the Superintendent as set forth in the Prairie Central Community Unit School District No 8 Policy Manual, those obligations imposed by the law of the state of Illinois upon superintendents, and such other duties normally performed by a superintendent which from time to time may be assigned to the Superintendent by the Board.

Salary. In consideration of a salary of **One Hundred and One Thousand One Hundred and 00/100 Dollars (\$101,100)** per annum for the period of **July 1, 2011 to June 30, 2012**, and salaries to be negotiated for the contract years **2012-2013, 2013-2014, 2014-2015, and 2015-2016** but in no case less than the salary negotiated for the preceding contract year, the Superintendent hereby agrees to devote such time, skill, labor, and attention to his employment during the term of this contract, except as otherwise provided in this contract, and to perform faithfully the duties of the Superintendent for this District as set forth in this contract.

Pension. In addition to the Superintendent's salary, the Board shall pay on behalf of the Superintendent a sum equal to **.1037530, or its successor, times the Superintendent's salary** as set forth hereinabove to the Teachers' Retirement System (TRS) in the form of an employer paid pension contribution pursuant to 40 ILCS 5/16-152, *et seq.* The purpose of such direct payment shall be to defer the federal income taxation of such amount consistent with the provisions of the Internal Revenue Code Section 414(h)(2) and tax rulings 81-35 and 81-36.

T.H.I.S. In addition to the Superintendent's salary, the Board shall pay such amount on behalf of the Superintendent to the Teacher Health Insurance Security (T.H.I.S.) Fund as may be required to fund such payment as may be required of the Superintendent and/or of the Board. The Board shall shelter from federal income taxation such payment to the extent permitted by law.

Performance Provisions. The parties recognize that a multi-year contract cannot be executed as a matter of law (105 ILCS 5/10-23.8) unless the contract contains performance goals and objectives. The parties have met, discussed, and agreed upon the following performance goals and objectives:

1. The Superintendent will suggest strategies designed to enhance student performance and academic improvement of the schools within the District.

The Superintendent shall present the Board with an analysis of state and local student testing results and other assessment data, comparing that data to previous years' data. With the support of the

professional staff, the Superintendent shall provide the leadership to discuss such data, identifying areas of strength and weakness in the curriculum; and shall develop strategies for the improvement of instruction. The Superintendent shall present the Board with comprehensive reports on the findings and recommendations resulting from such findings.

- a. The Superintendent shall cause the evaluation of textbooks and other instructional materials for the purpose of keeping, or making, such materials current and appropriate.
 - b. The Superintendent shall involve staff, parents, and community in the improvement of instruction. The Superintendent may recommend professional development activities and parent strategies designed to enhance student achievement.
2. The Superintendent shall implement a planning process to address the District's goals and objectives.

Annually, the Superintendent shall schedule a Board retreat, the agenda of which will be to evaluate the District's goals and objectives. The Superintendent shall present the Board with progress and status reports of the District's achievement of the current goals and objectives and make recommendations, if necessary, for changes or modifications.

3. The Superintendent shall provide leadership to enhance communication between the school district and the community.

The Superintendent shall evaluate the District's effort at community outreach and communication. The Superintendent shall make suggestions to enhance these outreach and communication activities. In addition, and with Board support, the Superintendent shall become active in community activities, such as the Rotary Club, and shall further promote the District and its activities through these venues.

4. The Superintendent shall cause the review of rules and regulations governing student conduct.

The Superintendent shall form a parent/teacher advisory committee and guide its work on student disciplinary issues, as prescribed by law. In addition, the Superintendent shall evaluate District policies and practices regarding student discipline and present to the Board an annual report detailing student disciplinary actions taken, changes and modifications in the law, and recommendations necessary to appropriately update the District's practices and procedures.

5. The Superintendent shall annually cause the assessment of student and staff technology needs and provide comprehensive reports and recommendations to the Board on the results of such an assessment.

<p>The Board's inability to philosophically or financially support the Superintendent's suggestions or recommendations relative to the aforementioned articles shall not be deemed a failure by the Superintendent to achieve goals.</p>
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Pay Dates. The Superintendent's annual salary shall be paid in equal installments in accordance with the policies, rules, and regulations of the Board governing payment of salary to other certificated members of the professional staff.

Salary Adjustments. The Board retains the right to adjust the annual salary of the Superintendent during the term of this contract, provided any salary adjustment does not reduce the annual salary below the figure stated in this contract during the time periods herein set forth. Any adjustment in salary made during the life of this contract shall be in the form of a written amendment and shall become a part of this contract. It is provided, however, that, by so doing, it shall not be considered that the Board has entered into a new contract with the Superintendent nor that the termination date of this contract has been in any way extended.

Background Investigation. Pursuant to 105 ILCS 5/10-21.9, boards of education are prohibited from knowingly employing a person who has been convicted of committing or attempting to commit the named crimes therein. If the criminal background investigation required by Illinois law is not completed at the time this contract is signed, and the subsequent investigation report reveals there has been such a conviction; this contract shall immediately become null and void.

Certificate. The Superintendent shall furnish to the Board during the term of this contract, a valid and appropriate certificate to act as Superintendent in accordance with the laws of the State of Illinois and as directed by the Board.

Other Work. With the prior approval of the Board, the Superintendent may undertake consultative work, speaking engagements, writing, lecturing, or other professional duties and obligations.

Professional Activities. The Superintendent shall be encouraged to attend appropriate professional meetings at the local and state levels. Within budget constraints and after presentation of vouchered expenses, such costs of attendance shall be paid by the Board pursuant to its policies, rules, and regulations.

Membership Dues. The Board shall pay the cost of the Superintendent's annual membership dues in the following organizations:

- Illinois Association of School Administrators
- American Association of School Administrators

The Board, at its sole and exclusive discretion, may elect to pay on behalf of the Superintendent the dues of such other organizations as the Superintendent may request.

Vacation. The Superintendent shall be entitled to twenty (20) working days of vacation annually, in each year of this contract, exclusive of legal holidays. Unused vacation days may accumulate for a period of eighteen (18) months and thereafter shall be lost.

Sick Leave. The Superintendent shall be entitled to fourteen (14) days of sick leave annually. Earned sick leave shall be cumulative pursuant to Board policy, the same as for other certified staff of the District, and shall be subject to such other provisions as may be contained in District policies, rules, and regulations.

Personal Leave. The Superintendent shall be entitled to two (2) days of personal leave annually. Earned personal leave shall not be cumulative, and shall be subject to such other provisions as may be contained in District policies, rules, and regulations.

Physical Examination. By not later than September 1 of the Superintendent's initial year of employment, the Superintendent shall furnish to the Board a report concluding that the Superintendent is physically capable of the performance of his assigned duties. The physical examination of the Superintendent underlying the foregoing report shall have been conducted within twelve (12) calendar months of the Superintendent's initial employment in the District and shall have been performed by a physician licensed in Illinois to practice medicine in all its branches.

Medical Insurance. The Board shall pay in each month of this contract to its major medical carrier on behalf of the Superintendent the premium for single major medical insurance coverage available through the Board's group insurance carrier. The Superintendent shall also be entitled to dental, vision, and life insurance on the same basis as such coverage is extended to other administrative employees of the District. The Superintendent may opt to place medical insurance under a Flexible Benefit Plan as provided by the Board.

~~**Mileage Reimbursement.** The Board shall reimburse the Superintendent at the mileage rate established in Board policy for vouchered reimbursable mileage expenses incurred by the Superintendent while using his personal vehicle for the conduct of approved District business. Mileage shall be computed from Forrest, Illinois, or other origin of the trip, to the destination and back to Forrest.~~

Evaluation. Annually, at its January Board meeting, the Board shall review with the Superintendent his progress toward established goals and working relationships among the Superintendent, the Board, the faculty, the staff, and the community, and shall consider the Superintendent's salary for the subsequent year of the contract, provided that it shall be the affirmative duty of the Superintendent annually to notify the Board to begin the evaluation process.

Referrals to the Superintendent. The Board collectively and individually shall refer promptly to all criticisms, complaints, and suggestions called to their attention to the Superintendent for study and recommendation.

Extension at End of Term. At the time of the final annual evaluation and assessment under this contract, the Board and the Superintendent shall engage in discussions from which the parties may mutually agree to extend the employment of the Superintendent for a multi-year period not to exceed five (5) years. If the Board determines not to extend the contract, the Board shall notify the Superintendent in writing so that the Superintendent receives the notice not later than **April 1, 2016**. In the event the contract is extended, the Board and the Superintendent shall establish additional goals designed to enhance District-wide student performance and academic achievement as well as the indicators to measure same. Nothing in this paragraph shall prohibit the parties from mutually agreeing to extend the contract prior to **April 1, 2016**, if the goals are met, nor shall this paragraph prohibit the parties from entering into a new employment agreement.

Discharge for Cause. Throughout the term of this contract, the Superintendent shall be subject to discharge for just cause, provided, however, the Board shall not arbitrarily or capriciously call for dismissal; and the Superintendent shall have the right to service of written charges, notice of hearing, and a hearing before the Board. If the Superintendent chooses to be accompanied by counsel at such hearing, all expenses therefor shall be paid by the Superintendent. Failure to comply with the terms and conditions of this contract shall also be sufficient cause for purposes of discharge as provided in this contract. However, the provisions of this paragraph shall not be construed to limit in any way the Superintendent's right to review the Board's action in any applicable state or federal court or administrative tribunal.

Termination by Agreement. During the term of this contract, the Board and the Superintendent may mutually agree, in writing, to terminate this contract.

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 registered or certified mail, addressed:

If to the Board:

President, Board of Education
Prairie Central Community Unit School District No. 8
605 N. Seventh Street
Fairbury, IL 61739

If to the Superintendent:

Dr. John Capasso
503 N. Second
Fairbury, IL 61739

Applicable Law. This contract has been executed in Illinois, and shall be governed in accordance with the laws of the State of Illinois in every respect.

Paragraph Headings. Paragraph headings have been inserted for convenience and reference only, and if there shall be any conflict between and such headings and the text of this contract, the text shall control.

Duplicate Original Contracts. This contract may be executed in one (1) 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.

Superiority of Contract. This contract contains all of 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.

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, on the day and year first written above.

By: _____ Date: _____
Superintendent

**BOARD OF EDUCATION,
PRAIRIE CENTRAL COMMUNITY UNIT
SCHOOL DISTRICT NO. 8**

By: _____ Date: _____
President, Board of Education

ATTEST:

By: _____ Date: _____
Secretary, Board of Education