

**ASSISTANT SUPERINTENDENT
EMPLOYMENT CONTRACT
(2023 - 2026)**

THIS AGREEMENT is made on March 2, 2023, between the **Board of Education of Lincolnwood School District No. 74, Cook County, Illinois** (the “Board”), and **Dr. Dominick Lupo** (the “Administrator”) (collectively, the “parties”).

A. EMPLOYMENT AND COMPENSATION

1. **Salary and Term of Employment.** The Board employs the Administrator for a multi-year period commencing July 1, 2023, through and including June 30, 2026. The Administrator shall be paid an annual salary payable in 26 equal installments in accordance with the rules of the Board governing payments of other administrative staff members in the District, in the following amounts:
 - For July 1, 2023, through June 30, 2024, the salary shall be \$176,800;
 - For July 1, 2024, through June 30, 2025, the salary shall be \$183,872; and
 - For July 1, 2025, through June 30, 2026, the salary shall be \$191,226.

The Contract will consist of 260 workdays for a Contract Year. The Administrator acknowledges that he will work on a schedule set by the Superintendent and agrees that the 260-workday provision is intended solely for the purposes of calculating compensation and/or benefits on a per-diem basis and is not intended to establish or limit the number of days the Administrator may be required to work during a Contract Year.

The Administrator hereby accepts employment upon the terms and conditions hereinafter set forth.

2. **Teachers’ Retirement System and Health Insurance Security Fund.** In addition to the annual salary stated in paragraph A.1 of this Contract, the Board shall pay on behalf of the Administrator to the Teachers’ Retirement System of the State of Illinois (hereafter “TRS”) and the Teachers Health Insurance Security Fund (hereafter “THIS”) the Administrator’s required member contributions to such pension system and health fund. The Administrator shall not have any right or claim to said amounts, except as they may become available at the time of retirement or resignation from TRS and THIS. Both parties acknowledge that the Administrator did not have the option of choosing to receive the contributed amounts directly, instead of having such contributions paid by the Board to the TRS and THIS, and further acknowledge that such contributions are made as a condition of employment to secure the Administrator’s future services, knowledge, and experience. The Administrator does not have the right to receive payment for any amounts that would have been contributed to TRS or THIS by the Board on his behalf had the Administrator’s required contributions not been limited by such retirement system and fund due to the application of an established limit for contributions to the

pension plan, or to a refund of an overpayment of such contributions due to a decrease in the applicable member rate, if any.

3. **Creditable Earnings.** The parties agree that the Board makes no representations regarding the creditable earnings status with respect to any compensation received by the Administrator pursuant to the terms of this Contract. Any and all determinations regarding creditable earnings, creditable service, and related TRS issues shall be made by TRS and, where applicable, a court of competent jurisdiction.

B. CONDITIONS OF EMPLOYMENT

1. **License.** During the term of this Contract, the Administrator shall hold a valid and properly registered license with necessary endorsement as issued by the Illinois State Educator Preparation and Licensure Board qualifying him to serve in District 74 in the position of Superintendent. The Administrator shall also keep current his attendance at required state Administrator Academy workshops and shall satisfy other license renewal and prequalification requirements necessary to enable him to legally evaluate staff.
2. **Medical Examination.** Pursuant to paragraph 24-5 of the *School Code*, the Administrator shall submit, at Board expense, to a physical or mental examination by a physician licensed in Illinois to practice medicine and surgery in all its branches whenever the Board deems such examination necessary and in accordance with applicable law. As a condition of employment, the Administrator also agrees to comply with all health requirements established by law.
3. **Cell Phone.** The Administrator is required to purchase and maintain a cell phone at his own expense and provide the cell phone number to District administrators and Board members for daily communication.
4. **Tenure and Related Rights.** The Administrator acknowledges that, pursuant to the *School Code*, and by accepting the terms of a multi-year contract, the Administrator waives all tenure and other rights granted under Sections 24-11 through 24-16 of the *School Code* only for the term of the multi-year contract and any multi-year extension thereof; however, the Administrator shall not lose any previously acquired tenure credit with the District, if any.
5. **Employment Representations.** The Administrator represents that he is not under contract with any other employer, including but not limited to school districts or cooperatives, for any portion of the term covered by this Contract. The Administrator further represents that all information provided to the District in the process of application for employment was true and complete.

C. BENEFITS

1. **Reimbursement of Business Expenses.** The Board shall reimburse the Administrator in accordance with District procedures for monthly expenses incurred in the performance of his duties. The Administrator shall itemize and substantiate all expenses incurred, in accordance with applicable Board policy and procedures.
2. **Insurance.** The Board will provide the Administrator with the following insurance benefits:
 - a. Pursuant to the Administrator's benefit election, single or family hospitalization/medical insurance and dental insurance, as provided under any group program effective in the District. If, at any time during the term of this Contract, the Board's payment of insurance premiums is deemed to constitute a discriminatory or otherwise impermissible benefit under law or regulation or other official guidance, subjecting the Board or Administrator to potential penalties, civil fines, benefit plan disqualification, or increased tax payments, including excise taxes, the Board may, in its discretion, determine to decrease or eliminate its payment for such insurance and may, in its discretion, make a corresponding increase in another form of compensation to offset the cash value of the reduction in such insurance premium benefit. The parties acknowledge that the action to modify the benefit set forth in this paragraph of this Contract shall be in implementation of this provision of this Contract and shall not constitute or require an amendment to this Contract.
 - b. Long-term disability insurance, as provided under any group program effective in the District.
 - c. Single or family coverage vision service plan, as provided under any group program effective in the District.
 - d. Group term life and AD&D insurance, in the amount of \$150,000, subject to all eligibility conditions of the District's group program carrier. The Board will pay the premiums, and the Administrator is entitled to designate any and all beneficiaries.
3. **Vacation.** In a full Contract Year, the Administrator shall be entitled to a paid vacation of twenty (20) working days annually, exclusive of legal holidays. Vacation shall be taken, subject to the approval of the Superintendent, within the twelve (12) month period of a Contract Year; however, at the end of a Contract Year, unused vacation days will be converted into accumulated sick days for the following Contract Year with the Superintendent's approval. However, upon separation of employment, any unused vacation days shall be paid to the

Administrator at the Administrator's current per diem pursuant to the Illinois Wage Payment and Collection Act (820 ILCS 115/1 *et seq.*).

4. **Sick Leave.** The Administrator shall be granted sick leave, as defined in Section 24-6 of the *School Code*, of seventeen (17) working days annually or, to the extent it differs, the same amount as the normal annual allotment provided to District 74 teachers, which may be accumulated to a maximum of 340 days.
5. **Personal Leave.** The Administrator shall be granted personal leave of four (4) working days annually, or, to the extent it differs, in the same amount and pursuant to the same terms of use and accumulation as such days are provided to District 74 teachers.
6. **Professional Organizations.** Upon the Superintendent's approval of the appropriateness of the Administrator's involvement in state or national organization(s) or professional membership(s), the Board shall pay the reasonable professional dues for such organizations or memberships for the Administrator.
7. **Attendance at Professional Meetings.** The Administrator is expected to attend appropriate professional meetings or conferences at the local and state levels and, subject to prior Superintendent approval, at one national-level conference. Expenses incurred shall be reimbursed by the Board in accordance with applicable Board policy and procedures.
8. **Annuities and Deferred Compensation.** From the annual salary stated in paragraph A.1 of this Contract, the Administrator may (1) annually defer compensation pursuant to and in accordance with the terms of an eligible deferred compensation plan as described in Section 457(b) of the *Internal Revenue Code*, if adopted by the Board, and/or (2) authorize a salary reduction in order that the Board may purchase a 403(b)-eligible product for the Administrator as described in Section 403(b) of the *Internal Revenue Code*, in accordance with the Board's 403(b) Plan if offered, and provided that the Administrator confirms that any such deferrals and/or reductions are within *Internal Revenue Code* limitations.

D. POWERS AND DUTIES

1. **Duties.** The duties of the Administrator shall be those incidental to the office of an Assistant Superintendent for Curriculum and Instruction as contained in the job description or as may be directed by the Board of Education or Superintendent. The Administrator also shall assume any additional administrative responsibilities and duties as may be assigned, under the supervision and direction of the Superintendent and in accordance with the laws of the State of Illinois and the policies, rules, and regulations of the Board, which have been, or may hereafter be adopted, for the planning, operation, and evaluation of the educational program of the District. Additionally, the Administrator shall keep such records and make such reports as are now or hereafter may be required by law or by the Board.

2. **Extent of Service.** The Administrator shall devote his time, skill, labor, and attention to the business of the School District and related professional activities so as to faithfully perform the duties of Assistant Superintendent for Curriculum and Instruction, as set forth in the job description attached as Exhibit A and incorporated in this Contract by reference. With the permission of the Superintendent, the Administrator may attend university courses, seminars, or other professional growth activities; serve as a consultant to another district or educational agency for a short-term duration without loss of salary; or lecture and engage in writing activities and speaking engagements. The Administrator may not jeopardize the functioning of the School District by engaging in or by any lengthy and conspicuous absence for such professional activities.
3. **Compliance with Policies.** The Administrator is responsible for and deemed to have knowledge of all policies, rules, and regulations established by the Board or the District administration and shall comply with their requirements.

E. PERFORMANCE GOALS AND EVALUATIONS

1. **Student Performance and Academic Improvement.** The Administrator acknowledges that, pursuant to Section 10-23.8a of the School Code (105 ILCS 5/10-23.8a), this multi-year agreement is subject to performance-based goals and indicators. The Parties agree the goals and indicators are linked to student performance and academic improvement of the schools within the District.

The Administrator, with the assistance of his administrative team, shall assist the Superintendent to (a) evaluate student performance, which shall include but not be limited to student performance on standardized tests, completion of the curriculum, attendance, and withdrawal rates; (b) review the curriculum and instructional services of the District; and (c) report to the Board his findings as to (i) student performance and (ii) recommendations, if any, for curriculum or instructional changes as a result of his evaluation of student performance. The presentation of the report shall constitute the achievement of the goals and indicators of student performance and academic improvement as required by this Agreement and Section 23.8a of the School Code.

In addition to the above, the Parties may establish additional annual performance objectives which shall be reduced to writing, attached hereto as Exhibit B and included as part of this Agreement.

2. **Evaluation.** The Administrator shall be evaluated by March 1 during the term of the Contract by the Superintendent. One copy of the evaluation shall be included in the Administrator's personnel file and one copy of the evaluation shall be provided to the Administrator. Except as provided by statute, failure of the Superintendent or designee to complete an evaluation does not preclude termination or non-renewal of this Contract.

F. RENEWAL OR AMENDMENT OF CONTRACT

1. **Non-Renewal.** In the event the Board determines not to renew or extend the employment of the Administrator, this Contract shall expire on the last day of the term stated above in paragraph A.1 of this Contract. Notice of intent not to renew this Contract shall be given in accordance with applicable requirements of the Illinois *School Code*, if any.
2. **Renewal.** Before the end of this Contract, the Board and Administrator may renew or extend the Administrator's employment upon such terms and conditions as they may mutually agree, provided the goals and indicators of student performance and academic improvement referenced in paragraph E.1 of this Contract have been met. In such event, the Board and Administrator shall take specific action to enter into a new contract of employment to take effect after the expiration of this Contract.
3. **Amendment.** Any adjustment or modification made during the life of this Contract shall be in the form of a written amendment and shall become a part of this Contract, but such adjustment or modification shall not be construed as a new contract with the Administrator or as an extension of the termination date of this Contract.
4. **Reclassification.** Throughout the term of this Contract, or any extension hereof, the Administrator shall be subject to reclassification, by demotion or reduction in rank, in accordance with the terms, provisions and procedures of the Illinois School Code. Nothing, however, shall be construed so as to limit the authority of the Board to order the lateral transfer of the Administrator to a position of similar rank and equal salary during the term of this Contract.

G. TERMINATION

1. **Grounds for Termination.** This Contract may be terminated during its term:
 - a. By mutual agreement, in writing;
 - b. Upon the Administrator's permanent disability (inability to perform essential job functions with or without accommodation) (The Administrator shall be considered permanently disabled: (i) after any absence due to "permanent illness or incapacity" in accordance with the terms of the Board Policy on Temporary Illness or Incapacity; (ii) if he presents to the Board a physician's statement certifying that he is permanently disabled or incapacitated; or (iii) if the Board deems the Administrator permanently disabled after a Board-required physical or mental examination. Before a termination for permanent disability, the Administrator may request a hearing before the Board. If the Administrator chooses to be accompanied by legal counsel, he shall bear any related costs. The Board hearing shall be conducted in executive session.);
 - c. Via discharge for cause;

- d. Upon elimination of the Administrator's position; or
 - e. Upon the death of the Administrator.
2. **Cause.** Discharge for cause during the term of this Contract shall be for any conduct, act, or failure to act by the Administrator that, in the discretion of the Board, is detrimental to the best interests of the School District. Reasons for discharge for cause shall be given in writing to the Administrator, who will be entitled to notice and a hearing before the Board to discuss such causes. If the Administrator chooses to be accompanied by legal counsel, he shall bear any costs involved. The Board hearing shall be conducted in closed session. The decision of the Board will be final.

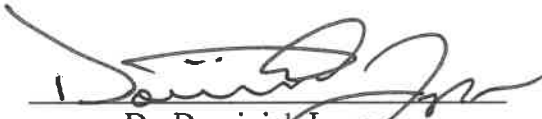
H. MISCELLANEOUS

1. **Notices.** Any notice required to be given under this Contract shall be deemed sufficient if it is in writing and sent by first class mail or certified mail, postage prepaid, to the last known residence of the Administrator or the President of the Board at the administrative offices of the District.
2. **Governing Law and Venue.** This Contract has been executed in Illinois and shall be governed in accordance with the laws of the State of Illinois in every respect. The parties agree that venue for all actions between the parties shall lie solely in the state court having jurisdiction over Cook County, Illinois, and the Administrator hereby submits to the jurisdiction of the same.
3. **Headings.** Paragraph headings and numbers have been inserted for convenience of reference only and, if there is any conflict between such headings or numbers and the text of this Contract, the text shall control.
4. **Counterparts.** This Contract may be executed in multiple counterparts, and a set of counterparts bearing the signatures of both parties constitutes the Contract as if the parties had signed a single document.
5. **Complete Understanding.** 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.
6. **Effect of Agreement.** This Contract shall inure to the benefit of and be binding upon the Board and its successors and assigns. If any portion of this Contract is deemed to be illegal or unenforceable, the remainder shall remain in full force and effect.

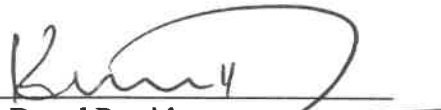
IN WITNESS WHEREOF, the parties have executed this Contract on the date written above, upon formal approval by the Board at a duly convened meeting.

ADMINISTRATOR

**BOARD OF EDUCATION OF
LINCOLNWOOD SCHOOL DISTRICT
NO. 74, COOK COUNTY, ILLINOIS**




Dr. Dominick Lupo

By: 

Board President
Date: 3/2/2023

Date: 3-2-23

ATTEST

By: 

Board Secretary
Date: 3/2/2023

EXHIBIT A

**JOB DESCRIPTION – ASSISTANT SUPERINTENDENT
FOR CURRICULUM AND INSTRUCTION**

	GOAL	Date:	Benchmark/ Measure/ Vehicle/Progress
1) Curriculum:			
	<i>Core Student Education</i>		
	A Aggressively seek academic growth and improvement in all groups	Ongoing	Provide annual data
	B Reinforcement of core curriculum foundation		Provide a report of annual core curriculum improvements and or changes
	i. Pre-K-HS articulation and alignment	Ongoing	Engage District faculty and high school administration on issues of vertical articulation
	ii. Evaluate need to develop priority standards in core curriculum	Ongoing	Provide a report of core curriculum priority standards
	iii. Oversee implementation of curricular adoptions	Ongoing	Facilitate opportunities for training and support in roll-out of new curricular programs: ReadyGen Literacy, MyMath, iScience, and Mystery Science
	iv. Continue expansion of Instructional Tech Coach footprint	Ongoing	Identify ways that Instructional Tech Coaches can improve teaching, learning and student achievement beyond technology integration
	C Utilize data to evaluate progress/success of various initiatives	Ongoing	MAP data, Instructional Tech Coaches
	D Identify and provide an enrichment program for low/high students	Fall 2023	Provide annual numbers of participants in low/high programs with appropriate sub categories
	i. For low achieving students, explore in class room assistance	Ongoing	List what programs/opportunities were created: Ongoing work with the RtI Leadership Team to update and implement the RtI manual; continue to refine programming for EL students and expand opportunities for math intervention
	ii. Seek scheduling protocols allowing students maximum access to enrichment programs	Ongoing	Collaborate with building administration to design schedule minimizing disruptions to core instruction and provide "in addition to" minutes for enrichment experiences
	ii. For high achieving students, explore accelerated offsite learning and/or advance curriculum program	Ongoing	List what programs/opportunities were created: Project GATE implementation Reading/Math; oversee implementation of 8th Grade Honors Geometry offering
	E Implementation of a phased in STEM program for the District	Fall 2023	Provide opportunities for vertical articulation in STEM curriculum to expand opportunities for topic exploration and skill development
	F Analyze, report, and adjust the assessment program throughout the District as needed.	Ongoing	MAP/PARCC
	G Develop a professional growth calendar that meets the District needs and is within the parameters provided by the Board of Education	Annually	Institute Days, School Improvement Days, Targeted pull out PD, Instructional Tech Coaches
	H Develop a series of Instructional Leadership Team meeting sessions	Ongoing	Collaborate with building administration to develop agenda on matters of teaching, learning and student achievement on a monthly basis
2) Strategic Plan			
	A Assist with the implementation of the 5 year Strategic Plan, following the agreed upon timelines and benchmarks within the document		
	i. Actively seek new opportunities for extracurricular activities	Ongoing	Oversee Stipend Committee to approve new opportunities and identify resources to support growth of extracurricular programming
	ii. Create an environment that fosters development of learning experiences that promote creativity and advance rigor	Ongoing	Support teacher professional growth through targeted workshops and adult learning
3) Professional Growth Requirements			
	A Did the Asst. Supt. maintain required certifications?		yes/no
	B Did the Asst. Supt. participate in regional and state training programs and learning opportunities on behalf of the District?		yes/no and/or specific events or courses listed:
Reviewed by Superintendent	Date: February 2023		



EXHIBIT A

Assistant Superintendent for Curriculum and Instruction

Job Category: Certified

Status: Exempt

Location: Administration Building

Reports to: Superintendent of Schools

Qualifications

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skills, and abilities required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- Illinois State Board of Education Professional Educator Licensure appropriate to assignment. General Administrative endorsement; Doctorate preferred.
- Minimum of 10 years teaching and/or administrative experience.
- Ability to demonstrate personal and professional ethical behavior.
- Ability to demonstrate leadership qualities.
- Ability to demonstrate strong communication skills, oral and written.

Job Goal

To provide leadership in the development and maintenance of curriculum areas, the instructional program and staff development with a focus on student achievement and continual improvement.

Performance Responsibilities

- Assists Superintendent in the daily operations of the School District.
- Plans, organizes and directs implementation of Board adopted curriculum.
- Provides leadership in the planning and development of a continuing program of curriculum and program revision, including curriculum materials related to new adoptions.
- Oversees an ongoing assessment system to continuously review and improve on teaching and learning for students.
- Oversees and maintains the development, implementation and evaluation of staff development programs and activities for district staff.
- Plans and implements Teacher Institute Days, including completion of the State required approvals.
- Coordinates the summer curriculum writing process including approval of all projects.
- Assists principals in their role as instructional leaders in their buildings.
- Supports and coaches school principals for the purpose of developing instructional leadership and helping them meet ambitious school performance goals.
- Oversees the Summer School program.
- Responsible for the administration of district curriculum and staff development budgets.
- Prepares and implements Federal and State Grants.
- Assists in the preparation of Board of Education reports and packets. Attends all regular Board of Education meetings.
- Serves as the district representative to the Niles Township Curriculum Coordinating Council (NTCCC).
- Assists Superintendent in building partnerships with community organizations.

- Serves as the district's English Language Learner Director.
- Serves as the district's Homeless Liaison.
- *Other essential duties and responsibilities may be assigned.*

Physical, Sensory and Environmental Demands

Physical: The employee frequently is required to stand, walk, sit, use hands and fingers; sit continuously for extended periods of time; and reach with hands and arms. The employee must have the ability to use a keyboard and equipment typically found in an administrative work setting.

Sensory: While performing the duties of this job, the employee is regularly required to talk and/or hear. Specific vision abilities required by this job include close vision, distance vision, ability to adjust focus, read and interpret documents and instruction; frequent identification of letters, numbers, and symbols in a technology environment.

Environmental: While performing the duties of this job, the employee is exposed to equipment and noise levels typical of an administrative office environment.

Evaluation:

Performance will be evaluated by the Superintendent in accordance with Board's Policy.

Terms of Employment

Twelve-month position. Salary to be determined by Board of Education.