

**SUPERINTENDENT CONTRACT**  
**Fiscal Year 2023-2026**

This Contract made and entered into this 25<sup>th</sup> day of April, 2023, by and between the Board of Education of Decatur Public School District No. 61, Decatur, Illinois (hereinafter "the Board" or "the District") and Dr. Rochelle Clark (hereinafter "the Superintendent"), ratified at the meeting of the Board held on April 25, 2023, as found in the minutes of that meeting.

**IT IS AGREED:**

This performance-based Contract replaces the employment contract currently in effect between the Board and Superintendent as of the commencement date of this Contract in Paragraph 1. In accordance with 105 ILCS 5/10-23.8, the Superintendent and Board confirm that the Superintendent met the goals and indicators of student performance and academic improvement in the previous contract.

**1. Employment.** The Superintendent is hereby hired and retained from July 1, 2023, to June 30, 2026, as Superintendent of the District.

**2. Duties.** The duties and responsibilities of the Superintendent shall be all those duties incident to the office of the Superintendent as set forth in the job description, a copy of which is attached as Exhibit A; those obligations imposed by the law of the State of Illinois upon an Superintendent; and to perform such other duties normally performed by a Superintendent as from time to time may be assigned to the Superintendent by the Board. The work day, work year, contract year, holidays and holiday pay for the Superintendent shall be as provided in the document entitled Administrator and Administrative Support Staff Compensation and Benefits (July 12, 2022 ).

**3. Salary.** The Board shall set the Superintendent's salary. For the period from April 12, 2023 through June 30, 2023 inclusive, the superintendent's annual salary shall be increased to Two Hundred Six Thousand Six Hundred and 83/100 (\$206,600.83). For the 2023-2024 school year (July 1, 2023 to June 30, 2024) the amount of the Superintendent's salary shall be Two Hundred Twelve Thousand Seven Hundred Ninety-Eight and 85/100 Dollars (\$212,798.85) and for the 2024-2025 school year (July 1, 2024-June 30, 2025) the amount of the Superintendent's salary shall be Two Hundred Nineteen Thousand One Hundred Eighty-Two and 82/100 Dollars (\$219,182.82). For the periods extending from July 1, 2025 to June 30, 2026 the amount of the Superintendent's salary shall be Two Hundred Twenty-Five Thousand Seven Hundred Fifty-Eight and 31/100 (\$225,758.31). The Superintendent hereby agrees to devote such time, skill, labor and attention to her employment during the term of this Contract, except as otherwise provided in this Contract, and to perform faithfully the duties of Superintendent for the school district and the Board as set forth in this Contract. The annual salary shall be paid in substantially equal installments in accordance with the policy of the Board governing payment of salary to other licensed members of the professional staff. Any adjustment in salary made during the life of this Contract shall be in the form of an approved 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, unless so stated in the Board approved motion.

**4. Pension.** In addition to the salary of the Superintendent as set forth hereinabove in paragraph 3, the Board shall pay 9.8901% of the salary set forth in paragraph 3 (or 9.0% deducted

from the resulting gross). The resulting gross shall be computed by adding the salary in paragraph 3 to 9.8901% of the salary in paragraph 3 as an employer paid pension contribution consistent with the provisions of Internal Revenue Code section 414-h(2) and Tax Opinions 81-35 and 81-36. Such payments shall be consideration for this Contract, shall be creditable earnings for purposes of Teacher Retirement System pension calculations and Superintendent did not have the option of choosing to receive such amount directly instead of having such contribution paid by the employer to the Teacher Retirement System of the State of Illinois.

**5. T.H.I.S.** From and out of the salary and pension payments of the Superintendent, as set forth hereinabove in paragraphs 3 and 4, the Board shall withhold any such amount as may be required by law, on behalf of the Superintendent to the Teacher Health Insurance Security Fund.

**6. Evaluation.** Annually, but no later than March 1<sup>st</sup> of each year, the Board shall review with the Superintendent progress toward established goals and working relationships among the Superintendent, the District leadership team, principals, the faculty, the staff and the community. A summary of the evaluation will be provided to the Superintendent in writing within thirty (30) days following the evaluation, pursuant to the District's evaluation plan for administrators.

**7. Academic Improvement and Student Performance Goals.** This contract is a performance-based contract linked to student performance and academic improvement of the District. The Superintendent shall strive to meet the goals during the term of this Contract. The parties agree the goals and indicators are linked to student performance and academic improvement of the District.

Annually, the Superintendent, with the assistance of her administrative team, shall:

(a) foster academic achievement among all learners in a student-centered learning environment;

(b) establish a collaborative culture District-wide that improves the climate for learning in all schools; and

(c) align organizational structure and resources to improve efficiency, effectiveness, and the financial health of the School District.

In addition, the parties agree that in the initial three and one-half (3 ½) months of the first full year of this Contract, July 1, 2023 through October 15, 2023, the Superintendent shall develop goals to enhance District-wide student performance and academic achievement as well as the indicators to measure same. The goals and indicators will be submitted to the Board not later than the October 2023 Board meeting for discussion and approval.

**8. License.** The Superintendent shall furnish to the Board, during the term of this Contract, a valid and appropriate license to act as Superintendent in accordance with the laws of the State of Illinois and as directed by the Superintendent and Board.



**9. Other Work.** The Superintendent may undertake consultative work, speaking engagements, writing, lecturing, college or university teaching, and other professional duties and obligations provided that these activities do not interfere with the effective performance of her duties as Superintendent. The Superintendent shall have the responsibility to inform the Board of such outside activity in a timely fashion.

**10. Discharge for Good Cause.** Throughout the term of this Contract, the Superintendent shall be subject to discharge for good cause provided, however, that the Board shall not arbitrarily or capriciously call for dismissal and that 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 a hearing, all such personal expenses shall be paid by the Superintendent. Failure to comply with the terms and conditions of this Contract after notice and a reasonable opportunity to correct, when appropriate, shall also be sufficient cause for purposes of discharge, as provided in this Contract.

**11. Termination by Contract.** During the term of this Contract, the Board and Superintendent may mutually agree, in writing, to terminate this Contract.

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

**13. Professional Activities.** The Superintendent shall be encouraged to attend appropriate professional meetings at the local, state, and national levels. Within budget constraints, such costs of attendance shall be paid by the Board upon receipt of a full, itemized account of such costs.

**14. Allowance for Use of Personal Car.** The Board shall pay Six Hundred Dollars and No/100 (\$600.00) per month to the Superintendent for mileage expenses incurred by the Superintendent while using the Superintendent's personal vehicle for the conduct of approved District business. The allowance shall be pursuant to the District's policies, rules and regulations.

**15. Membership Dues.** The Board shall pay the cost of Superintendent's annual membership dues as provided in the document entitled Administrator and Administrative Support Staff Compensation and Benefits (July 12, 2022).

**16. Medical Insurance.** Superintendent shall be provided with medical insurance and medical insurance options as provided in the document entitled Administrator and Administrative Support Staff Compensation and Benefits (July 12, 2022).

**17. Life Insurance.** Superintendent shall be provided with life insurance as provided in the document entitled Administrator and Administrative Support Staff Compensation and Benefits (July 12, 2022 ).

**18. Vacation.** Superintendent shall be provided with vacation days as provided in the document entitled Administrator and Administrative Support Staff Compensation and Benefits (July 12, 2022).

**19. Sick Leave and Personal Leave.** Superintendent shall be provided with sick leave and personal leave days as provided in the document entitled Administrator and Administrative Support Staff Compensation and Benefits (July 12, 2022).

**20. Disability.** Should the Superintendent be unable to perform the duties and obligations of this Contract, by reason of illness, accident or other cause beyond the Superintendent's control and such disability exists after the exhaustion of accumulated leave days and vacation days during any school year, the Board, in its discretion, may make a proportionate deduction from the salary stipulated. If such disability continues for sixty (60) days after the exhaustion of accumulated leave days (including FMLA) and vacation days during any school year, or if such disability is permanent, irreparable or of such nature as to make the performance of the Superintendent's duties impossible, the Board, at its option, may terminate this Contract, whereupon the respective duties, rights and obligations of the parties shall terminate. The Superintendent shall provide medical evidence of her ability to perform the essential functions of her job to the Board President upon request.

**21. Criminal Records Check.** 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 fingerprint-based criminal records check required by Illinois law is not completed at the time this Contract is signed, and any subsequent investigation or report reveals there has been such a conviction, this Contract shall immediately become null and void.

**22. Contract Extension.** At the end of any year of this Contract, the Board and the Superintendent may mutually agree to extend the employment of the Superintendent for a multi-year period of up to five (5) years. In such event, the Board shall take specific action to discontinue this Contract and enter into a multi-year Contract of Employment as allowed by law. Notwithstanding the foregoing, prior to April 1 of the year in which this Contract expires, the Board shall take action to extend or not to extend the terms of this Contract for one additional year, and shall notify the Superintendent in writing of such action. Failure of the Board to take such action shall extend this Contract for one (1) additional year.

**23. Notice.** Any notice required under this Contract shall be in writing and shall become effective on the day of mailing thereof by first class, registered or certified mail, postage prepaid, addressed:

To the Board:  
President, Board of Education  
Decatur School District No. 61  
Keil Administrative Center  
101 W. Cerro Gordo Street  
Decatur, Illinois 62523

To the Superintendent:  
Rochelle Clark  
(address on file)

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



**25. Copies of Contract.** This Contract 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.

**26. Severability.** It is understood and agreed by the parties that if any part, term, or provision of this Contract is held by the courts to be illegal or in conflict with any law of the State of Illinois, the validity of remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular part, term, or provision held to be invalid.

**27. Jurisdiction.** This Contract has been executed in the State of Illinois, and shall be governed in accordance with the laws of the State of Illinois in every respect.

**28. 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, whether oral or written.

**29. Relevant Law.** This Contract is authorized under the provisions of 105 ILCS 5/10-23.8.

**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 and attested to by its Secretary, on the day and year first above written.

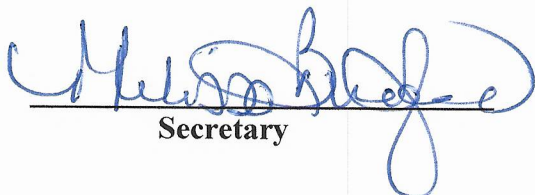
  
\_\_\_\_\_  
**Superintendent**

**Board of Education  
Decatur Public School District No. 61**

By: \_\_\_\_\_

  
\_\_\_\_\_  
**President**

**ATTEST:**

  
\_\_\_\_\_  
**Secretary**