

## ADMINISTRATOR'S EMPLOYMENT CONTRACT

Agreement Made this 11<sup>th</sup> day of August, 2009, between the BOARD OF EDUCATION, Decatur School District No. 61, Macon County, Illinois, hereinafter referred to as the "Board" and Rochelle Bell, hereinafter referred to as the "Administrator".

### **WITNESSETH:**

#### **A. EMPLOYMENT AND COMPENSATION**

1. The Board hereby employs the Administrator for one (1) year, commencing, August 7, 2009, and terminating on June 21, 2010 with such responsibilities and duties in that connection as may be fixed by the Board in this Contract, and in its policies, rules, regulations, and job description.
2. The Board shall pay to the Administrator an annual salary during the term of this Contract of \$66,099.28 (TRS Included) in equal installments in accordance with the rules governing payments of other administrative staff members in the District. (Base \$66,251/215 x 207 days= \$63,785.84 + 2,313.44 (3.5 % TRS))
3. Any salary or other 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, nor an extension of the termination date of this Contract.
4. At the time of signing and during the term of this Contract, the Administrator shall hold a valid and properly registered certificate issued by the State of Illinois Teachers' Certification Board qualifying (him) (her) to act as an Administrator of the School District.

#### **B. DUTIES**

1. The Administrator shall also assume administrative responsibilities and instructional leadership, 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, and job description.
2. The Administrator, if responsible, shall submit recommendations, as requested, to the Superintendent concerning appointment, retention, promotion and assignment of all personnel assigned to (his) (her) attendance center(s) and shall keep such other registers and records and make such other reports as may be directed by the Superintendent and the Board or required by law.

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3. The Administrator agrees to devote (his) (her) best efforts to the educational process of the School District and shall not undertake or accept other employment or responsibilities, which will conflict with (his) (her) assigned duties.

C. BENEFITS

1. The Board shall provide benefits as found in District 61 Administrative and Support Staff Compensation and Benefits Policy.

D. RECLASSIFICATION, TERMINATION, AND RENEWAL

1. Termination of the Administrator as a teacher shall be in accordance with the requirements of Sections 24-11 through 24-16 of The School Code.

2. The Administrator may be reclassified at the end of any school year. Such reclassification may be for any conduct, act, or failure to act by the Administrator, which is detrimental to the best interests of the School District. Reason for reclassification shall be given to the Administrator in writing. The Administrator may request a meeting with the Board regarding such reclassification to discuss the reasons. If the Administrator chooses to be accompanied by legal counsel, he/she shall bear any costs involved therein. The Board meeting shall be conducted in executive session.

3. Unless the Board reclassifies or dismisses the Administrator as provided in Paragraphs 1 or 2 above, this Contract is automatically renewed for one (1) additional year.

E. NOTICE

All notices under this Contract shall be deemed sufficient if given in writing and served upon the Administrator and the President of the Board personally or by certified mail, return receipt requested, addressed to the party as set forth in this Contract, or at such other address as may be hereinafter furnished by the Administrator in writing.

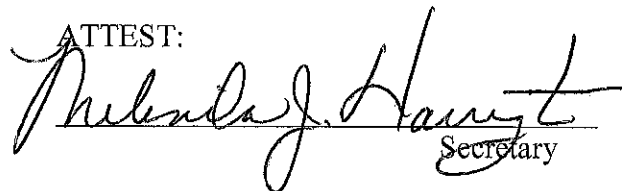
IN WITNESS WHEREOF, the parties have executed this Contract the date and year first above written.

ADMINISTRATOR



BOARD OF EDUCATION, DECATUR  
PUBLIC SCHOOL DISTRICT 61,  
COUNTY OF MACON, STATE OF  
ILLINOIS

By:   
President

ATTEST:  
  
Secretary

## ADMINISTRATOR'S EMPLOYMENT CONTRACT

Agreement made this 1st day of September, 2010 between the BOARD OF EDUCATION, Decatur School District No. 61, Macon County, Illinois, hereinafter referred to as the "Board" and Rochelle Clark, hereinafter referred to as the "Administrator".

### **WITNESSETH:**

#### **A. EMPLOYMENT AND COMPENSATION**

1. The Board hereby employs the Administrator for one (1) year, commencing, July 1, 2010, and terminating on June 30, 2011 with such responsibilities and duties in that connection as may be fixed by the Board in this Contract, and in its policies, rules, regulations, and job description.

2. The Board shall pay to the Administrator an annual salary during the term of this Contract of \$ 73,563.7 (TRSIncluded) in equal installments in accordance with the rules governing payments of other administrative staff members in the District. ((Base) \$ 70,989. + \$2574.7 (TRS))

3. Any salary or other 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, nor an extension of the termination date of this Contract.

4. At the time of signing and during the term of this Contract, the Administrator shall hold a valid and properly registered certificate issued by the State of Illinois Teachers' Certification Board qualifying (him) (her) to act as an Administrator of the School District.

#### **B. DUTIES**

1. The Administrator shall also assume administrative responsibilities and instructional leadership, 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, and job description.

2. The Administrator, if responsible, shall submit recommendations, as requested, to the Superintendent concerning appointment, retention, promotion and assignment of all personnel assigned to (his) (her) attendance center(s) and shall keep such other registers and records and make such other reports as may be directed by the Superintendent and the Board or required by law.

3. The Administrator agrees to devote (his) (her) best efforts to the educational process of the School District and shall not undertake or accept other employment or responsibilities, which will conflict with (his) (her) assigned duties.

#### **C. BENEFITS**

1. The Board shall provide benefits as found in District 61 Administrative and Support Staff Compensation and Benefits Policy.

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D. RECLASSIFICATION, TERMINATION, AND RENEWAL

1. Termination of the Administrator as a teacher shall be in accordance with the requirements of Sections 24-11 through 24-16 of The School Code.

2. The Administrator may be reclassified at the end of any school year. Such reclassification may be for any conduct, act, or failure to act by the Administrator, which is detrimental to the best interests of the School District. Reason for reclassification shall be given to the Administrator in writing. The Administrator may request a meeting with the Board regarding such reclassification to discuss the reasons. If the Administrator chooses to be accompanied by legal counsel, he/she shall bear any costs involved therein. The Board meeting shall be conducted in executive session.


3. Unless the Board reclassifies or dismisses the Administrator as provided in Paragraphs 1 or 2 above, this Contract is automatically renewed for one (1) additional year.

E. NOTICE

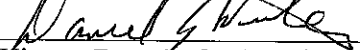
All notices under this Contract shall be deemed sufficient if given in writing and served upon the Administrator and the President of the Board personally or by certified mail, return receipt requested, addressed to the party as set forth in this Contract, or at such other address as may be hereinafter furnished by the Administrator in writing.

IN WITNESS WHEREOF, the parties have executed this Contract the date and year first above written.

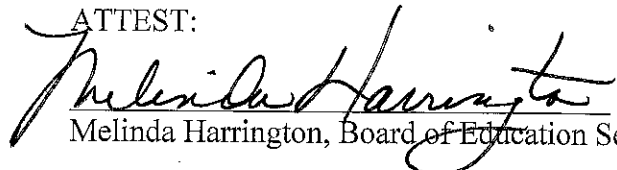
ADMINISTRATOR

  
\_\_\_\_\_  
Rochelle Clark

BOARD OF EDUCATION, DECATUR  
PUBLIC SCHOOL DISTRICT 61,  
COUNTY OF MACON, STATE OF  
ILLINOIS

By:   
\_\_\_\_\_  
Dan Winter, Board of Education President

ATTEST:

  
\_\_\_\_\_  
Melinda Harrington, Board of Education Secretary

## ADMINISTRATOR'S EMPLOYMENT CONTRACT

Agreement made this 26<sup>th</sup> day of June between the BOARD OF EDUCATION, Decatur School District No. 61, Macon County, Illinois, hereinafter referred to as the "Board" and Dr. Rochelle Clark hereinafter referred to as the "Administrator".

### **WITNESSETH:**

#### **A. EMPLOYMENT AND COMPENSATION**

1. The Board hereby employs the Administrator, commencing, July 1, 2012 and terminating on June 30, 2013 with such responsibilities and duties in that connection as may be fixed by the Board in this Contract, and in its policies, rules, regulations, and job description.

2. The Board shall pay to the Administrator an annual salary during the term of this Contract of \$96,759.55 (including TRS) in equal installments in accordance with the rules governing payments of other administrative staff members in the District. *(Based on \$91,204.00 + \$4,800.25 (.052632 TRS)*

3. Any salary or other 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, nor an extension of the termination date of this Contract.

4. At the time of signing and during the term of this Contract, the Administrator shall hold a valid and properly registered certificate issued by the State of Illinois Teachers' Certification Board qualifying (him) (her) to act as an Administrator of the School District.

#### **B. DUTIES**

1. The Administrator shall also assume administrative responsibilities and instructional leadership, 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, and job description.

2. The Administrator, if responsible, shall submit recommendations, as requested, to the Superintendent concerning appointment, retention, promotion and assignment of all personnel assigned to (his) (her) attendance center(s) and shall keep such other registers and records and make such other reports as may be directed by the Superintendent and the Board or required by law.

3. The Administrator agrees to devote (his) (her) best efforts to the educational process of the School District and shall not undertake or accept other employment or responsibilities, which will conflict with (his) (her) assigned duties.

#### **C. BENEFITS**

1. The Board shall provide benefits as found in District 61 Administrative and Support Staff Compensation and Benefits Policy.

D. RECLASSIFICATION, TERMINATION, AND RENEWAL

1. Termination of the Administrator as a teacher shall be in accordance with the requirements of Sections 24-11 through 24-16 of The School Code.

2. The Administrator may be reclassified at the end of any school year. Such reclassification may be for any conduct, act, or failure to act by the Administrator, which is detrimental to the best interests of the School District. Reason for reclassification shall be given to the Administrator in writing. The Administrator may request a meeting with the Board regarding such reclassification to discuss the reasons. If the Administrator chooses to be accompanied by legal counsel, he/she shall bear any costs involved therein. The Board meeting shall be conducted in executive session.

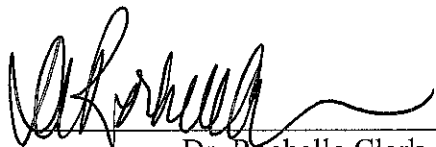
3. Unless the Board reclassifies or dismisses the Administrator as provided in Paragraphs 1 or 2 above, this Contract is automatically renewed for one (1) additional year.

E. NOTICE

All notices under this Contract shall be deemed sufficient if given in writing and served upon the Administrator and the President of the Board personally or by certified mail, return receipt requested, addressed to the party as set forth in this Contract, or at such other address as may be hereinafter furnished by the Administrator in writing.

IN WITNESS WHEREOF, the parties have executed this Contract the date and year first above written.

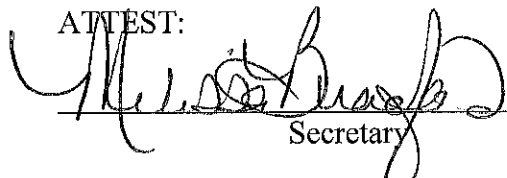
ADMINISTRATOR

  
\_\_\_\_\_  
Dr. Rochelle Clark

BOARD OF EDUCATION, DECATUR  
PUBLIC SCHOOL DISTRICT 61,  
COUNTY OF MACON, STATE OF  
ILLINOIS

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

ATTEST:

  
\_\_\_\_\_  
Secretary

## **CERTIFIED ADMINISTRATOR'S EMPLOYMENT CONTRACT**

Agreement made this 1<sup>st</sup> day of July, 2013 between the BOARD OF EDUCATION, Decatur School District No. 61, Macon County, Illinois, hereinafter referred to as the "Board" and **Rochelle Clark**, hereinafter referred to as the "Administrator".

### **WITNESSETH:**

#### **A. EMPLOYMENT AND COMPENSATION**

1. The Board hereby employs the Administrator, commencing July 1, 2013, and terminating on June 30, 2014 with such responsibilities and duties in that connection as may be fixed by the Board in this Contract, and in its policies, rules, regulations, and job description.

2. The Board shall pay to the Administrator an annual salary during the term of this Contract of \$99,336.66 (Includes Board Paid Retirement Contribution) in equal installments in accordance with the rules governing payments of other administrative staff members in the District. (Based on \$89,998.99 Base Salary + \$9,337.67 Retirement Contribution)

3. Any salary or other 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, nor an extension of the termination date of this Contract.

4. At the time of signing and during the term of this Contract, the Administrator shall hold a valid and properly registered certificate issued by the State of Illinois Teachers' Certification Board qualifying (him) (her) to act as an Administrator of the School District.

#### **B. DUTIES**

1. The Administrator shall also assume administrative responsibilities and instructional leadership, 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, and job description.

2. The Administrator, if responsible, shall submit recommendations, as requested, to the Superintendent concerning appointment, retention, promotion and assignment of all personnel assigned to (his) (her) attendance center(s) and shall keep such other registers and records and make such other reports as may be directed by the Superintendent and the Board or required by law.

3. The Administrator agrees to devote (his) (her) best efforts to the educational process of the School District and shall not undertake or accept other employment or responsibilities, which will conflict with (his) (her) assigned duties.

#### **C. BENEFITS**

1. The Board shall provide benefits as found in District 61 Administrative and Support Staff Compensation and Benefits Policy.

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D. RECLASSIFICATION, TERMINATION, AND RENEWAL

1. Termination of the Administrator as a teacher shall be in accordance with the requirements of Sections 24-11 through 24-16 of The School Code.

2. The Administrator may be reclassified at the end of any school year. Such reclassification may be for any conduct, act, or failure to act by the Administrator, which is detrimental to the best interests of the School District. Reason for reclassification shall be given to the Administrator in writing. The Administrator may request a meeting with the Board regarding such reclassification to discuss the reasons. If the Administrator chooses to be accompanied by legal counsel, he/she shall bear any costs involved therein. The Board meeting shall be conducted in executive session.


3. Unless the Board reclassifies or dismisses the Administrator as provided in Paragraphs 1 or 2 above, this Contract is automatically renewed for one (1) additional year.

E. NOTICE

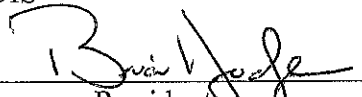
All notices under this Contract shall be deemed sufficient if given in writing and served upon the Administrator and the President of the Board personally or by certified mail, return receipt requested, addressed to the party as set forth in this Contract, or at such other address as may be hereinafter furnished by the Administrator in writing.

IN WITNESS WHEREOF, the parties have executed this Contract the date and year first above written.

ADMINISTRATOR

  
Rochelle Clark

BOARD OF EDUCATION, DECATUR  
PUBLIC SCHOOL DISTRICT 61,  
COUNTY OF MACON, STATE OF  
ILLINOIS

By:   
President

ATTEST:

  
Secretary



## **CERTIFIED ADMINISTRATOR'S EMPLOYMENT CONTRACT**

Agreement made this 27<sup>th</sup> day of May, 2014 between the BOARD OF EDUCATION, Decatur School District No. 61, Macon County, Illinois, hereinafter referred to as the "Board" and Rochelle Clark hereinafter referred to as the "Administrator".

### **WITNESSETH:**

#### **A. EMPLOYMENT AND COMPENSATION**

1. The Board hereby employs the Administrator, commencing July 1, 2014, and terminating on June 30, 2015, with such responsibilities and duties in that connection as may be fixed by the Board in this Contract, and in its policies, rules, regulations, and job description.

2. The Board shall pay to the Administrator an annual base salary during the term of this Contract of \$92,490.00 in equal installments in accordance with the rules governing payments of other administrative staff members in the District.

3. In addition to the annual salary stated in Paragraph 2 of this contract, the Board shall make a contribution on behalf of the Administrator to the State of Illinois Teachers' Retirement System up to 9.4% of the Administrator's required contribution to said Teachers' Retirement System. The Administrator does not have any right or claim to said amount contributed by the Board on her behalf except as it may become available at the time of retirement or resignation from the State of Illinois Teachers' Retirement System. 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 State of Illinois Teachers' Retirement System, and that such contributions are made as a condition of employment to secure the Administrator's future services, knowledge and experience.

3. Any salary or other 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, nor an extension of the termination date of this Contract.

4. At the time of signing and during the term of this Contract, the Administrator shall hold a valid and properly registered license issued by the State of Illinois Educator Preparation and Licensure Board qualifying her to act as an Administrator of the School District.

#### **B. DUTIES**

1. The Administrator shall also assume administrative responsibilities and instructional leadership, 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, and job description.

2. The Administrator, if responsible, shall submit recommendations, as requested, to the Superintendent concerning appointment, retention, promotion and assignment of all personnel assigned to her attendance center(s) and shall keep such other registers and records and make such other reports as may be directed by the Superintendent and the Board or required by law.

3. The Administrator agrees to devote her best efforts to the educational process of the School District and shall not undertake or accept other employment or responsibilities, which will conflict with her assigned duties.

C. BENEFITS

1. The Board shall provide benefits as found in District 61 Administrative and Support Staff Compensation and Benefits Policy.

D. RECLASSIFICATION, TERMINATION, AND RENEWAL

1. Termination of the Administrator as a teacher shall be in accordance with the requirements of Sections 24-11 through 24-16 of The School Code.

2. The Administrator may be reclassified at the end of any school year. Such reclassification may be for reorganization or economic reasons or for any conduct, act, or failure to act by the Administrator, which is detrimental to the best interests of the School District. Reason for reclassification shall be given to the Administrator in writing. The Administrator may request a meeting with the Board regarding such reclassification to discuss the reasons. If the Administrator chooses to be accompanied by legal counsel, she shall bear any costs involved therein. The Board meeting shall be conducted in executive session.

3. Unless the Board reclassifies or dismisses the Administrator as provided in Paragraphs 1 or 2 above, this Contract is automatically renewed for one (1) additional year.

E. NOTICE

All notices under this Contract shall be deemed sufficient if given in writing and served upon the Administrator and the President of the Board personally or by certified mail, return receipt requested, addressed to the party as set forth in this Contract, or at such other address as may be hereinafter furnished by the Administrator in writing.

IN WITNESS WHEREOF, the parties have executed this Contract the date and year first above written.

ADMINISTRATOR

  
Rochelle Clark

BOARD OF EDUCATION, DECATUR  
PUBLIC SCHOOL DISTRICT 61,  
COUNTY OF MACON, STATE OF  
ILLINOIS

By: 

President

ATTEST: 

Secretary

**DIRECTOR'S CONTRACT** 102 8 0 N01  
**Fiscal Year 2015-16**

This Contract made and entered into this 14<sup>th</sup> day of April, 2015 by and between the Board of Education of Decatur Public School District No.61, Decatur, Illinois (hereinafter "the Board") and **Rochelle Clark**, (hereinafter "the Director"), ratified at the meeting of the Board held on April 14, 2015 as found in the minutes of that meeting.

**IT IS AGREED:**

1. **Employment.** The Director is hereby hired and retained from July 1, 2015 to June 30, 2016, as Director of Student Services for Central Administration.

2. **Duties.** The duties and responsibilities of the Director shall be all those duties incident to the office of the Director 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 a(n) Director of Student Services; and to perform such other duties normally performed by a(n) Director as from time to time may be assigned to the Director by the Superintendent of Schools or the Board. The work day, work year, contract year and holidays and holiday pay for the Director shall be as provided in the document entitled Administrator and Administrative Support Staff Compensation and Benefits (April 14, 2015).

3. **Salary.** The Board shall set the Director's salary. For the 2015-2016 year the amount of the Director's salary shall be not less than Ninety-Five Thousand Two Hundred Forty-Five Dollars and no/100 (**\$95,245.00**) per annum. The Director 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 Director 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 certified 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 motion 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 Director, nor that the termination date of this Contract has been in any way extended unless so stated in the Board motion.

4. **Pension.** In addition to the salary of the Director as set forth hereinabove in paragraph 3, the Board shall pay 10.3753% of the salary set forth in paragraph 3 (or 9.4% deducted from the resulting gross. The resulting gross shall be computed by adding the salary in paragraph 3 to 10.3753% of the salary 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 Director 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 Director 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 Director to the Teacher Health Insurance Security Fund.

6. **Evaluation.** Annually, but no later than March 1<sup>st</sup> of each year, the Superintendent or designee shall review with the Director progress toward established goals and working relationships among the District Leadership Team, Department, principals,, the faculty, the staff and the community, and shall consider the Director's continued employment and annual salary for the next subsequent year (if

any). A summary of the evaluation will be provided to the Director in writing within 30 days following the evaluation pursuant to the district's evaluation plan for administrators.

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

8. **Other Work.** The Director 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 Director. The Director shall have the responsibility to inform the Superintendent of such outside activity in a timely fashion.

9. **Discharge for Good Cause.** Throughout the term of this Contract, the Director shall be subject to discharge for good cause provided, however, that the Board shall not arbitrarily or capriciously call for dismissal and that the Director shall have the right to service of written charges, notice of hearing and a hearing before the Board. If the Director chooses to be accompanied by counsel at such a hearing, all such personal expenses shall be paid by the Director. 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.

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

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

12. **Professional Activities.** The Director 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.

13. **Reimbursement for Use of Personal Car.** The Board shall pay the Internal Revenue Service rate to the Director for vouchered reimbursable mileage expenses incurred by the Director while using the Director's personal vehicle for the conduct of approved District business. Reimbursement shall be pursuant to the District's policies, rules and regulations.

14. **Membership Dues.** The Board shall pay the cost of Director's annual membership dues as provided in the document entitled Administrator and Administrative Support Staff Compensation and Benefits (April 14, 2015).

15. **Medical Insurance.** Director shall be provided with medical insurance and medical insurance options as provided in the document entitled Administrator and Administrative Support Staff Compensation and Benefits (April 14, 2015).

16. **Life Insurance.** Director shall be provided with life insurance as provided in the document entitled Administrator and Administrative Support Staff Compensation and Benefits (April 14, 2015).

17. **Vacation.** Director shall be provided with vacation days as provided in the document entitled Administrator and Administrative Support Staff Compensation and Benefits (April 14, 2015).

**18. Sick Leave and Personal Leave.** Director shall be provided with sick leave and personal leave days as provided in the document entitled Administrator and Administrative Support Staff Compensation and Benefits (April 14, 2015).

**19. Disability.** Should the Director be unable to perform the duties and obligations of this Contract, by reason of illness, accident or other cause beyond the Director'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 Director'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 Director shall provide medical evidence of illness to the Board President upon request.

**20. 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.

**21. 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 Director:  
Rochelle Clark  
912 HOLIDAY DRIVE  
FAIRVIEW HEIGHTS IL 62208

**22. 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.

**23. Contract Extension.** At the end of any year of this Contract, the Board and Director may mutually agree to extend the employment of the Director 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 February 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 Director in writing of such action. Failure of the Board to take such action shall extend this Contract for one (1) additional year.

**24. 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.

**25. 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

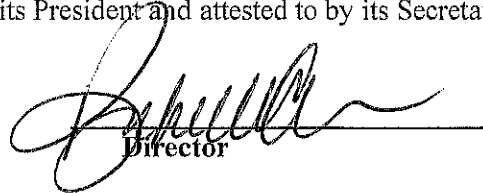
parties shall be construed and enforced as if the Contract did not contain the particular part, term, or provision held to be invalid.

**26. 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.

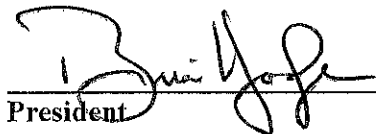
**27. Complete Understanding.** This Contract contains all the terms agreed upon by the parties with respect to the subject matter of this Contract and supersedes all prior agreements, arrangements, and communications between the parties, whether oral or written.

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

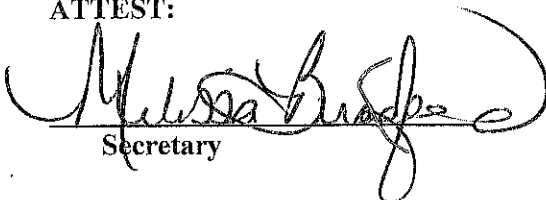
**IN WITNESS WHEREOF,** the parties have caused this Contract to be executed in their respective names; and in the case of the Board, by its President and attested to by its Secretary, on the day and year first above written.

  
Director

Board of Education  
Decatur Public  
School District No.61

By:   
President

**ATTEST:**

  
Secretary

**ASSISTANT SUPERINTENDENT CONTRACT**  
**Fiscal Year 2021-22**

This Contract made and entered into this 2nd day of August, 2021, by and between the Board of Education of Decatur Public School District No. 61, Decatur, Illinois (hereinafter "the Board" or "the District") and Rochelle Clark (hereinafter "the Assistant Superintendent"), ratified at the meeting of the Board held on August 02, 2021, as found in the minutes of that meeting.

**IT IS AGREED:**

1. **Employment.** The Assistant Superintendent is hereby hired and retained from August 16, 2021, to June 30, 2022, as Assistant Superintendent of the District and on June 30, 2022 her employment shall terminate. This contract is intended to be of one year's duration without extension and the motion to employ and the letter of employment to the Assistant Superintendent reflect this intent.
2. **Duties.** The duties and responsibilities of the Assistant Superintendent shall be all those duties incident to the office of the Assistant 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 Assistant Superintendent; and to perform such other duties normally performed by an Assistant Superintendent as from time to time may be assigned to the Assistant Superintendent by the Superintendent of Schools or the Board. The work day, work year, contract year, holidays and holiday pay for the Assistant Superintendent shall be as provided in the document entitled Administrator and Administrative Support Staff Compensation and Benefits (March 23, 2021 ).
3. **Salary.** The Board shall set the Assistant Superintendent's salary. For the 2021-2022 school year (August 16, 2021 to June 30, 2022) the amount of the Assistant Superintendent's salary shall be One Hundred Forty-One Thousand Five Hundred Thirty-Four and 28/100 Dollars (\$141,534.28). The Assistant 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 Assistant 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 Assistant 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 Assistant 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 Assistant 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 Assistant 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 Assistant Superintendent to the Teacher Health Insurance Security Fund.

6. **Evaluation.** Annually, but no later than March 1<sup>st</sup> of each year, the Superintendent or designee shall review with the Assistant 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 Assistant Superintendent in writing within thirty (30) days following the evaluation, pursuant to the District's evaluation plan for administrators.

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

8. **Other Work.** The Assistant 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 Assistant Superintendent. The Assistant Superintendent shall have the responsibility to inform the Superintendent of such outside activity in a timely fashion.

9. **Discharge for Good Cause.** Throughout the term of this Contract, the Assistant 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 Assistant Superintendent shall have the right to service of written charges, notice of shearing and a shearing before the Board. If the Assistant Superintendent chooses to be accompanied by counsel at such a shearing, all such personal expenses shall be paid by the Assistant 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.

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

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

12. **Professional Activities.** The Assistant 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.



13. **Reimbursement for Use of Personal Car.** The Board shall pay the Internal Revenue Service rate to the Assistant Superintendent for vouchered reimbursable mileage expenses incurred by the Assistant Superintendent while using the Assistant Superintendent's personal vehicle for the conduct of approved District business. Reimbursement shall be pursuant to the District's policies, rules and regulations.
14. **Membership Dues.** The Board shall pay the cost of Assistant Superintendent's annual membership dues as provided in the document entitled Administrator and Administrative Support Staff Compensation and Benefits (March 23, 2021).
15. **Medical Insurance.** Assistant 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 (March 23, 2021).
16. **Life Insurance.** Assistant Superintendent shall be provided with life insurance as provided in the document entitled Administrator and Administrative Support Staff Compensation and Benefits (March 23, 2021).
17. **Vacation.** Assistant Superintendent shall be provided with vacation days as provided in the document entitled Administrator and Administrative Support Staff Compensation and Benefits (March 23, 2021).
18. **Sick Leave and Personal Leave.** Assistant 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 (March 23, 2021).
19. **Disability.** Should the Assistant Superintendent be unable to perform the duties and obligations of this Contract, by reason of illness, accident or other cause beyond the Assistant 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 Assistant 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 Assistant Superintendent shall provide medical evidence of her ability to perform the essential functions of her job to the Board President upon request.
20. **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.

21. **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. Camo Gordo Street  
Decatur, Illinois 62523

To the Assistant Superintendent:  
Rochelle Clark  
(address on file)

22. **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.

23. **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.

24. **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.

25. **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.


26. **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.

27. **Relevant Law.** This Contract is authorized under the provisions of 105 ILCS 5/10-23.3a.

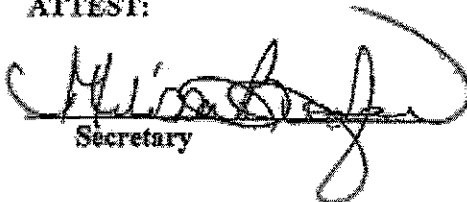
IN WITNESS WHEREOF, the parties have caused this Contract to be executed in their respective names; and in the case of the Board, by its President and attested to by its Secretary, on the day and year first above written.

  
Assistant Superintendent

Board of Education  
Decatur Public School District No. 61

By:   
President

ATTEST:

  
Secretary

**SUPERINTENDENT CONTRACT**  
**Fiscal Year 2022-2025**

This Contract made and entered into this 24 day of February, 2022, by and between the Board of Education of Decatur Public School District No. 61, Decatur, Illinois (hereinafter "the Board" or "the District") and Rochelle Clark (hereinafter "the Superintendent"), ratified at the meeting of the Board held on February 8, 2022, as found in the minutes of that meeting.

**IT IS AGREED:**

1. **Employment.** The Superintendent is hereby hired and retained from February 9, 2022, to June 30, 2025, 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 (March 23, 2021 ).

3. **Salary.** The Board shall set the Superintendent's salary. For the 2021-2022 school year (February 9, 2022 to June 30, 2022) the amount of the Superintendent's salary shall be Eighty Thousand Five Hundred Five and 75/100 Dollars (\$80,505.75) and for the 2022-2023 school year (July 1, 2022-June 30, 2023) the amount of the Superintendent's salary shall be Two Hundred Six Thousand and 00/100 Dollars (\$206,000.00). For the periods extending from July 1, 2023 to June 30, 2024, and July 1, 2024 to June 30, 2025, the Superintendent shall be paid such annual salary as may be agreed to by the Board and the Superintendent, pursuant to provisions described herein, but in no case less than the salary set for the preceding year. 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 his 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, 2022 through October 15, 2022, 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 2022 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 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. Reimbursement for Use of Personal Car.** The Board shall pay the Internal Revenue Service rate to the Superintendent for vouchered reimbursable mileage expenses incurred by the Superintendent while using the Superintendent's personal vehicle for the conduct of approved District business. Reimbursement 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 (March 23, 2021).

**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 (March 23, 2021).

**17. Life Insurance.** Superintendent shall be provided with life insurance as provided in the document entitled Administrator and Administrative Support Staff Compensation and Benefits (March 23, 2021 ).

**18. Vacation.** Superintendent shall be provided with vacation days as provided in the document entitled Administrator and Administrative Support Staff Compensation and Benefits (March 23, 2021).

**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 (March 23, 2021).

**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. Relocation Expense.** The Board shall pay for expenses, not to exceed a total of Two Thousand and No/100 Dollars (\$2,000.00), incurred in the relocation of the Superintendent's furniture, household goods and related expenses to a residence within the boundaries of the School District. The Superintendent shall take appropriate measures to minimize the cost of the move and shall submit appropriate vouchers for approval by the Board.

**22. Residency.** Superintendent's residency within the boundaries of the District was required at the time of her employment and shall be required during the entire term of her employment by the District. She shall establish residency within the political boundaries of the District prior to August 1, 2022. Failure to establish and maintain residency within the political boundaries of the school district shall be deemed material breach of Contract and shall be sufficient cause to terminate this Contract.

**23. 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.

**24. 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.

**25. 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)

**26. 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.

27. **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.

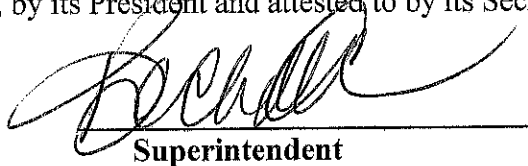
28. **Severability.** It is understood and agreed by the parties that if any part, term, or provision of this Contract is held by the courts to be illegal or in conflict with any law of the State of Illinois, the validity of remaining portions or provisions shall not be affected, and the rights and obligations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

29. **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.

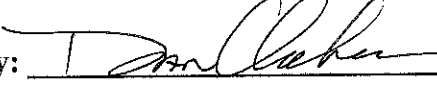
30. **Complete Understanding.** This Contract contains all the terms agreed upon by the parties with respect to the subject matter of this Contract and supersedes all prior agreements, arrangements, and communications between the parties, whether oral or written.

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

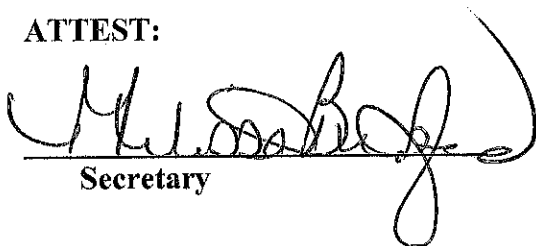
**IN WITNESS WHEREOF,** the parties have caused this Contract to be executed in their respective names; and in the case of the Board, by its President and attested to by its Secretary, on the day and year first above written.

  
Superintendent

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

By:   
President

**ATTEST:**

  
Secretary



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

This Contract made and entered into this \_\_\_\_ 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.

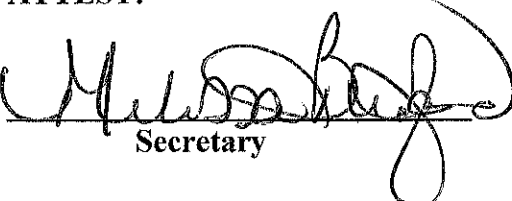
**IN WITNESS WHEREOF,** the parties have caused this Contract to be executed in their respective names; and in the case of the Board, by its President and attested to by its Secretary, on the day and year first above written.

  
\_\_\_\_\_  
Superintendent

Board of Education  
Decatur Public School District No. 61

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

**ATTEST:**

  
\_\_\_\_\_  
Secretary