

**TRANSITIONAL SUPERINTENDENT'S CONTRACT**  
**Fiscal Year 2016-2017**

This Contract made and entered into this 31st day of March, 2017, by and between the Board of Education of Decatur Public School District No. 61, Decatur, Illinois (hereinafter "the Board" or "the District") and Paul Fregeau (hereinafter "the transitional superintendent"), ratified at the meeting of the Board held on March 31, 2017, as found in the minutes of that meeting.

**IT IS AGREED:**

**1. Employment.** The transitional superintendent is hereby hired and retained to perform the services for the District described herein as transitional superintendent for a maximum of thirty (30) days, to be taken in full day or half day increments, between April 1, 2017, and June 30, 2017.

**2. Duties.** The duties and responsibilities of the transitional superintendent shall be all those duties incident to the office of the transitional superintendent, those obligations imposed by the law of the State of Illinois upon a superintendent; and to perform such other duties normally performed by a transitional Superintendent as from time to time may be assigned to the transitional superintendent by the Board.

**3. Compensation.** The Board agrees to pay the transitional superintendent the sum of Eight Hundred and 00/100 Dollars (\$800.00) per day for each day worked or Four Hundred and 00/100 Dollars (\$400.00) for each half day worked. Days shall be scheduled by mutual agreement of the parties not to exceed thirty (30) full days during this Contract term, less customary and required withholdings. Illinois Teacher Retirement contributions shall be paid by the Board in addition to the the daily rate described herein. The payment of salary shall be in accordance with the method of payment for other administrators in the District. Any adjustment in compensation made during the life of this Contract shall be in the form of an approved amendment and shall become a part of this Contract.

**4. Expenses.** The Board shall reimburse the transitional superintendent for reasonable expenses incurred while performing the duties of a transitional superintendent, including meals and hotel stays not to exceed Seven Thousand and 00/100 Dollars (\$7,000.00) in total during the term of this Contract. Transitional superintendent shall provide vouchers or receipts for all expenses claimed and in all other respects reimbursement shall be pursuant to District policy and procedure. The Board shall pay the Internal Revenue Service rate to the transitional superintendent for vouchered reimbursable mileage expenses incurred by the transitional superintendent while using the transitional superintendent's personal vehicle for the conduct of approved District business.

**5. 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.

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

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

8. **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 transitional superintendent:  
Paul Fregeau  
(address on file)

9. **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.

10. **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.

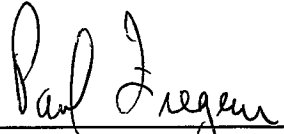
11. **Severability.** It is understood and agreed by the parties that if any part, term, or provision of this Contract is held by the courts to be illegal or in conflict with any law of the State of Illinois, the validity of remaining portions or provisions shall not be affected, and the rights and obligations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

12. **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.

13. **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.

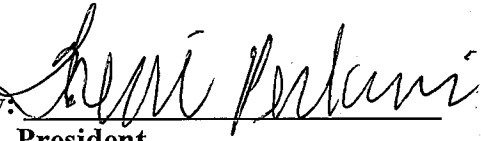
14. **Relevant Law.** This Contract is authorized under the provisions of 105 ILCS 5/10-23.8.

**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.

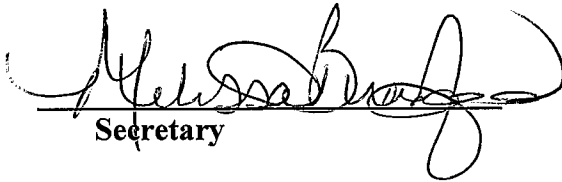


**Paul Fregeau,  
Transitional Superintendent**

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

By:   
**President**

**ATTEST:**

  
**Secretary**