

SUPERINTENDENT'S CONTRACT
Fiscal Years 2018-2023

This Contract made and entered into this 14th day of August, 2018, 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 Superintendent"), ratified at the meeting of the Board held on August 14, 2018, as found in the minutes of that meeting.

IT IS AGREED:

1. Employment. The Superintendent is hereby hired and retained from July 1, 2018, to June 30, 2023, 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 a 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 (December 13, 2016).

3. Salary. The Board shall set the Superintendent's salary. For the 2018-2019 year the amount of the Superintendent's salary shall be One Hundred Ninety-Seven Thousand and No/100 Dollars (\$197,000.00) per annum until the Board and the Decatur Education Association (DEA) reach a contract settlement and both parties have voted to approve the settlement at which time the Superintendent's salary shall be increased by an amount (as determined by the board) roughly equal to the percentage increase provided to the DEA bargaining unit. From July 1, 2019 to June 30, 2020, July 1, 2020 to June 30, 2021, July 1, 2021 to June 30, 2022 and July 1, 2022 to June 30, 2023, 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 his 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 amendment.

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 the 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. **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.

7. **Evaluation.** Annually, but no later than March 1st 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. An evaluation rubric shall be attached hereto and incorporated herein as Exhibit B. 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.

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 Board.

9. **Residency.** Superintendent's residency within the boundaries of the District was required at the time of his employment and shall be required during the entire term of his employment by the District. He shall establish residency within the political boundaries of the District prior to July 1, 2018. 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.

10. **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 his duties as Superintendent. The Superintendent shall have the responsibility to inform the Board of such outside activity in a timely fashion.

11 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.

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

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

14. 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.

15. 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.

16. Membership Dues. The Board shall pay the cost of the Superintendent's annual membership dues as provided in the document entitled Administrator and Administrative Support Staff Compensation and Benefits (December 13, 2016).

17. Laptop/Cell Phone. The Superintendent shall be provided with a laptop computer and cell phone. Both devices shall be the property of the District and shall be subject to District acceptable use rules and regulations and shall be returned upon the Superintendent's separation from employment by the District.

18. Medical Insurance. The 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 (December 13, 2016).

19. Life Insurance. The Superintendent shall be provided with life insurance as provided in the document entitled Administrator and Administrative Support Staff Compensation and Benefits (December 13, 2016).

20. Vacation. The Superintendent shall be provided with vacation days as provided in the document entitled Administrator and Administrative Support Staff Compensation and Benefits (December 13, 2016).

21. Sick Leave and Personal Leave. The 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 (December 13, 2016).

22. 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 his ability to perform the essential functions of his job to the Board President upon request.

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. 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:
Paul Fregeau
(address on file)

25. 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.

26. 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 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 Superintendent in writing of such action. Failure of the Board to take such action shall extend this Contract for one (1) additional year.

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.



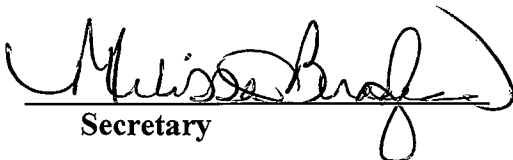
The Superintendent

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

By: 

President

ATTEST:



Secretary

TITLE: Superintendent of Schools – Decatur Public Schools

QUALIFICATIONS:

1. Meet requirements as established by the Illinois *School Code*.
2. Valid Administrative Certificate qualifying him or her to act as Superintendent.
3. Residency within the school district.
4. Such alternatives or additional qualifications as the Board may find appropriate or acceptable.
5. Minimum of ten years of successful experience in teaching, administrative and supervisory fields.

REPORTS TO: Board of Education

SUPERVISES:

Assistant Superintendent - Elementary
Assistant Superintendent - Secondary
Chief Operational Officer
Director of Human Resources
Community Engagement Specialist
Executive Secretary to Superintendent and Board of Education
Executive Secretary II to Superintendent and Board of Education

JOB GOAL: In accordance with the provision of the Illinois School Code and under the direction of the Board of Education, the Superintendent serves as the chief executive officer responsible for the development and maintenance of educational programs designed to meet the needs of all students and stakeholders.

PERFORMANCE RESPONSIBILITIES:

(The following are the essential fundamentals to include but not limited to the following job duties.)

1. The superintendent shall be responsible for the administration of all aspects of the school system. He/she shall carry out his/her administrative function in accordance with the policies adopted by the Board of Education. He/she shall execute all internal operation of the school system.
2. Be the chief executive and administrative officer of the Board of Education.
3. Complete all executive and administrative transactions required of him/her by law or by resolution of the Board of Education.
4. Be responsible for the enforcement of the policies and procedures of the Board of Education.
5. Be responsible for the direction, supervision, and coordination of the duties and responsibilities of all staff members.
6. Make recommendations to the Board of Education for appointment of all personnel.
7. Prepare and submit annually to the Board of Education a report advising of the needs of the school district.

8. Direct the preparation of the annual budget and the expenditures of all appropriations made by the Board of Education.
9. Be responsible for the instructional program carried out in the schools.
10. Be responsible for a continuous study and evaluation of the curriculum.
11. Be responsible for a comprehensive special education program which shall include programs for students with emotional, mental, and physical handicaps.
12. Be responsible for a comprehensive educational program that meets community needs.
13. Recommend to the Board of Education changes in administrative practice that appear to be in the best interests of the educational program.
14. Direct the record keeping for the school system and see to it that the records are kept as prescribed by law and by Board resolutions.
15. Be responsible for the maintenance of the buildings and grounds belonging to the school district.
16. Be responsible for advising the Board of Education on all matters relative to any building program that may be undertaken: this will include such recommendations as building sites, size of buildings, location of classrooms and construction materials.
17. Be responsible for a public relations program, endeavoring to maintain a program of publicity and public contracts as may best serve to inform the community of the needs, achievements, and concerns of the schools.
18. Serves as the chief communicator of the School Safety Program to the public.
19. Is responsible for promoting and developing an aggressive prevention and safety education program along with relevant community organizations for District students and staff.
20. Communicates with the District's legal counsel relative to compliance with federal and state constitutional and statutory requirements regarding all phases of the operation of the schools.
21. Regularly attends and provide instruction from seminars and workshops on topics relevant to legal liability avoidance and other risk management topics.

TERMS OF EMPLOYMENT:

Salary to be arranged with the Board of Education.

EVALUATION:

Performance of this job will be evaluated in accordance with provisions of the Board's policy on Evaluation of the Superintendent.

Physical Demands:

The Superintendent/Deputy or Assistant may have to work odd or long hours at a time to complete special requests or projects. The Superintendent/Deputy or Assistant will have to spend long hours sitting and using office equipment, computers and attending meetings.

Sensory Demands:

Sensory demands can include reading and use of the computer which may cause eyestrain and occasional headaches and the constant noise and activity of a busy office environment.

Approved by BOE 6/13/17

Mental Demands:

The Superintendent/Deputy or Assistant will have to manage a number of requests and projects at one time. They may have to complete a number of tasks and responsibilities at one time, and must be prepared to deal with emergencies and stressful situations at any time. The need to supervise a number of staff and the need to meet continuous and tight deadlines often results in a stressful work environment. The level of responsibility and the potentially detrimental effects of decisions made by the Superintendent/Deputy or Assistant can also be a significant cause of stress and anxiety.

Work Environment:

The central office is a busy facility. The Superintendent/Deputy or Assistant will have to manage a number of people and projects at one time, and will be interrupted frequently to meet the needs and requests of students and staff members. The Superintendent/Deputy or Assistant may find the environment to be busy, noisy and will need excellent organizational and time and stress management skills to complete the required tasks.

Decatur Public Schools is an Equal Opportunity Employer with an affirmative action plan.