

SUPERINTENDENT CONTRACT
Contract Years 2026-2027, 2027-2028, 2028-2029

This Contract made and entered into this _____ day of February, 2026, by and between the Board of Education of Decatur Public School District No. 61, Decatur, Illinois (hereinafter “the Board” or “the District”) and Dr. Nicole Nash Moody (hereinafter “the Superintendent”), ratified at the meeting of the Board held on _____, 2026, as found in the minutes of that meeting.

IT IS AGREED:

For and in consideration of the mutual promises hereinafter contained, it is covenanted and agreed by and between the parties as follows:

1. Employment. The Superintendent is hereby hired and retained from July 1, 2026, to June 30, 2029, 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; 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, as amended from time to time.

3. Salary. In consideration of the performance of the duties of the Superintendent for the period extending from July 1, 2026 through June 30, 2027, the Board shall pay to the Superintendent as base annual salary, the total sum of Two Hundred Twenty-Five Thousand and 00/100 Dollars (\$237,500.00). In each subsequent Contract year, the Superintendent’s annual salary shall increase by a minimum of two percent (2%) over her annual salary in the immediately prior Contract year, and a maximum for four percent (4%) over her annual salary in the immediately prior contract year, as determined by the Board. The term “Contract year” shall refer to each period under this Contract commencing on July 1 and ending on the immediately following June 30.

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. Any such amendment shall not constitute a new Contract with the Superintendent, nor a change to or extension of the termination date of this Contract, unless so stated in the Board approved amendment.

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.

4. Pension. In addition to the Superintendent's salary and all other TRS creditable earnings in this Contract, the Board shall pay on behalf of the Superintendent all required contributions to the Teachers' Retirement System in the form of an employer paid pension contribution pursuant to 40 ILCS 5/16-152, *et seq.* The Superintendent shall not have any right or claim to said amounts, except as they may become available at the time of retirement or resignation from the State of Illinois Teachers' Retirement System. Both parties acknowledge that the Superintendent did not have the option of choosing to receive the contributed amounts directly, instead of having such contributions paid by the Board to the Teachers' Retirement System, and further acknowledge that such contributions are made as a condition of employment to secure the Superintendent's future services, knowledge and experience. If the current employee contribution rate required by TRS to be remitted decreases or if legislation is implemented that limits the ability of the Board to fulfill its obligations under this section, the Board shall pay the difference to the Superintendent as salary to the extent the Board's total cost for salary and pick up of the TRS contribution does not exceed the Board's total cost before the TRS contribution rate decrease and/or legislative change.

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 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. 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. Performance Goals and Indicators. The Superintendent acknowledges that pursuant to Section 10-23.8 of the School Code, 105 ILCS 5/10-23.8, this multi-year contract is subject to performance-based goals and indicators. The Parties agree the following goals and indicators are linked to student performance and academic improvement of the schools within the District:

Annually, the Superintendent, with the assistance of her administrative team, shall (1) evaluate student performance, including, but not limited to, student performance on standardized tests, successful completion of the curriculum, and attendance and drop-out rates; (2) review the curriculum and instructional services; (3) review school finances; and (4) report to the Board on her findings as to (a) student performance and (b) her recommendations, if any, for curriculum or instructional changes as a result of her evaluation of student performance. The presentation of the report shall constitute the achievement of the goals and indicators of student performance and academic improvement required by Section 10-23.8 of the School Code.

Prior to September 1 of each year of this Contract, the Board and the Superintendent may establish such additional student performance and academic improvement goals including the indicators of student performance and academic improvement determined to measure such goals and any other goals, if necessary, for the then current school year, a copy of which shall be attached hereto as Exhibit B and incorporated herein.

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. 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 Cause. Throughout the term of this Contract, the Superintendent shall be subject to discharge for 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 Agreement. During the term of this Contract, the Board and Superintendent may mutually agree, in writing, to terminate this Contract.

12. 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.

13. Employment History Review. Pursuant to 105 ILCS 5/22-94, the Superintendent shall submit to an employee history review, and shall execute and deliver to the Board of Education all necessary consent and forms necessary to accomplish such task. If the Superintendent fails to disclose necessary information, fails to complete and deliver appropriate forms upon demand, or if a subsequent employment history review reveals there has been a report or investigation that did not result in an unfounded or fabricated result, this Contract shall immediately become null and void.

14. Referrals to 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.

15. 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.

16. 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.

17. Residency and Relocation. By a date not later than January 1, 2027, the Superintendent shall establish and maintain her residence within the boundaries of Decatur School District No. 61. The Superintendent may also fulfill the obligations of this paragraph by having a residence under construction within the School District boundaries by January 1, 2027. The Board shall pay Ten Thousand and no/100 Dollars (\$10,000.00) to Superintendent for expenses incurred in the primary relocation of Superintendent and Superintendent's family, furniture, household goods and related expenses to a residence within the boundaries of the school district.

18. 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, as amended from time to time.

19. 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, as amended from time to time.

20. Life Insurance. Superintendent shall be provided with life insurance as provided in the document entitled Administrator and Administrative Support Staff Compensation and Benefits, as amended from time to time.

21. Vacation. Superintendent shall be provided with vacation days as provided in the document entitled Administrator and Administrative Support Staff Compensation and Benefits, as amended from time to time. Any vacation in excess of five (5) days shall be mutually agreed upon by the Board President and Superintendent. The Superintendent shall notify appropriate District Administrators of vacation exceeding five (5) days.

22. 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, as amended from time to time. When possible, the Superintendent shall notify the Board President and/or Vice-President in advance of sick leave exceeding five (5) consecutive work days. The Superintendent shall similarly notify appropriate District Administrators.

23. 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 ninety (90) days after the exhaustion of accumulated leave days 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. Prior to termination for disability, the Superintendent is entitled to a hearing before the Board.

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:	To the Superintendent:
President, Board of Education	Dr. Nicole Nash Moody
Decatur School District No. 61	(home address on file)
Keil Administrative Center	
101 W. Cerro Gordo Street	
Decatur, Illinois 62523	

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