

**AMENDMENT NO. 2
TO
SUPERINTENDENT'S 2013-2017 EMPLOYMENT CONTRACT
BETWEEN
DR. DONALD SCHLOMANN AND
COMMUNITY UNIT SCHOOL DISTRICT NO. 303
KANE AND DU PAGE COUNTIES, ILLINOIS**

WHEREAS, Dr. Donald Schломann (hereafter "Superintendent") is currently employed as Superintendent by the Board of Education of Community Unit School District No. 303, Kane and Du Page Counties, Illinois (hereinafter "Board") (hereinafter collectively "Parties") under a 2011-2013 Employment Contract dated September 12, 2011, with an extension through June 30, 2017, pursuant to Amendment No. 1 dated November 26, 2012 (hereinafter "Contract"); and

WHEREAS, the parties are desirous of making mutually agreed adjustments to the Contract.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, including securing the continued services of the Superintendent, the parties agree as follows:

A. Paragraph 6 is hereby revised to read as follows:

6. **VACATION:** The Superintendent may take up to twenty-two (22) days of vacation each contract year with no loss in salary, and exclusive of legal holidays. Effective July 1, 2014, the Superintendent shall receive one (1) additional paid vacation day (for a total of twenty-three (23) days for the 2014-2015 contract year), and his vacation day allotment shall increase by one day for each newly completed contract year thereafter, up to a maximum total vacation benefit of twenty-five (25) paid vacation days each contract year. This annual allotment of vacation days shall be credited to the Superintendent on July 1st of each year of the Contract. In addition to the foregoing vacation days, the Superintendent shall have as paid holidays the three (3) work days between Christmas and New Year's Day.

The Superintendent shall have the approval of the Board of Education President before taking more than two consecutive school days of vacation. Vacation days must be used by December 31 of the contract year following the contract year in which the days were granted, or the vacation days will be forfeited, except that in the final contract year all vacation days must be used by June 30, 2017, or they will be forfeited. The Superintendent may elect, by December 1 of each contract year, to be paid, at his then current *per diem* rate (= current base salary/260 days), for up to five (5) carried over vacation days earned in the prior contract year if such vacation days would otherwise be unused as of December 31 ("redeemed vacation days"). However, the Superintendent shall not be entitled to receive pay for the redeemed vacation days until the following June, and then only if it is

determined that such a payment would not cause the Superintendent's creditable earnings for the contract year in which such a payment might be issued to exceed the prior year's creditable earnings by more than six percent (6%) or otherwise result in the Board owing an "excess salary contribution" to TRS. To the extent a payment for redeemed days would cause the Board to owe an excess salary contribution to TRS, the unused vacation days shall be considered forfeited.

In the event of the termination of the Superintendent's employment prior to the expiration of this Contract, the Board will pay the Superintendent the value of all accrued and unused vacation days credited to the Superintendent as of the last day of his employment. Such payment shall be made to the Superintendent after the receipt of his final paycheck for regular earnings from the Board and shall be treated as non-reportable to TRS. In the event the Superintendent's employment terminates upon the expiration of this Contract on June 30, 2017, and not before, however, all accrued and unused vacation days will be forfeited.

B. Paragraph 7(a) is hereby revised to read as follows:

7. **INSURANCE:**

a. **Health Insurance.** During the term of this Contract, the Superintendent shall be eligible to participate in the health (medical, dental and vision care) and long term disability insurance benefits provided by the District on the same terms and conditions applicable to other certificated staff, provided, however, that the Board's contribution toward the cost of family coverage under the District's health insurance benefits shall be no less than 100%. In addition, provided the Superintendent remains employed by the Board until the expiration of this Contract on June 30, 2017, and at that time retires from the District, the Superintendent shall be allowed to continue to participate in the District's group health insurance and dental insurance plans at the single coverage level, with the premium cost paid by the Board, until the Superintendent becomes eligible for Medicare or December 31, 2020, whichever is sooner, at which time he may be eligible for COBRA coverage at his own expense if and to the extent provided by law.

If at any time the Board's payment of any insurance premiums on behalf of the Superintendent or individual obtaining coverage through the Superintendent is deemed to constitute a discriminatory or otherwise impermissible benefit under law or regulation subjecting the Board to potential penalties or increased tax payments, then the Board may, in its discretion, determine to decrease its payment for such insurance and make a corresponding increase in the Superintendent's salary or other compensation to offset the cash value of the reduction in such insurance premium benefit. The Board shall not be required to provide any insurance coverage or other compensation under this Paragraph 7(a) after the Superintendent's retirement if 1) it will result in a penalty or additional tax to the Board or the Board's insurance plan unless the Superintendent agrees, after written notice by the Board, to indemnify the Board for such penalty or additional

tax or 2) it causes a benefit plan failure or compliance issue for the District's insurance plan. The Superintendent understands and agrees that he is solely responsible for any taxes imposed directly on him by the IRS with respect to insurance coverage or compensation paid under this paragraph 7(a). The Board shall make such tax withholdings and issue such tax forms it determines in its discretion to be required for such insurance coverage or compensation.

- C. All other provisions of the Contract shall remain in effect without modification or extension of the Contract term.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 2 this 10 day of April, 2017.

**BOARD OF EDUCATION OF
COMMUNITY UNIT SCHOOL
DISTRICT NO. 303
KANE AND DU PAGE COUNTIES,
ILLINOIS**




Superintendent

Date: APRIL 10, 2017

By: 

President

Date: APRIL 10, 2017

ATTEST:


Date: APRIL 10, 2017