

AMENDMENT TO PERFORMANCE BASED SUPERINTENDENT'S CONTRACT

AGREEMENT made this ____ day of _____, 2017 between the **BOARD OF EDUCATION OF COMMUNITY UNIT SCHOOL DISTRICT 200, DUPAGE COUNTY, ILLINOIS** (the "Board"), and **DR. JEFF SCHULER** (the "Superintendent").

WITNESSETH

WHEREAS, the Superintendent is currently employed under a multi-year Performance Based Superintendent's Contract extending until June 30, 2018 (the "Contract");

WHEREAS, Paragraph 4 of the Contract authorizes the Board and the Superintendent to modify the terms of the Contract by written amendment;

WHEREAS, the Board has found that the Performance Goals set forth in Exhibit 1 of the Contract are being met; and

WHEREAS, the parties wish to amend the Contract to extend the term of employment from **July 1, 2018 through June 30, 2022** under the current Contract terms with amendments as stated herein.

NOW, THEREFORE, the Board and the Superintendent agree to amend the Contract, with said Amendment to take effect on July 1, 2018, as follows:

1. The title of the Contract shall be amended to read as follows: "PERFORMANCE BASED SUPERINTENDENT'S CONTRACT (July 1, 2018 through June 30, 2022)."
2. Paragraph 1 ("Employment") of the Contract shall be amended to modify the term of the Contract to July 1, 2018 through June 30, 2022 and to eliminate the phrase "except for the first contract year which commences on the date set forth above and terminates on June 30, 2015."
3. Paragraph 1 ("Employment") of the Contract shall be amended to include an additional sentence between the second and third sentences, to read as follows:

The Superintendent and the School District hereby agree that neither this Contract nor any Amendment thereto will affect the Contract's original effective date of July 30, 2014 for purposes of determining the applicability of any new legislation that has been or may be passed which would otherwise affect the parties' financial or reporting obligations with respect to the Superintendent's salary or benefits as addressed herein.

4. The first paragraph of Paragraph 4 ("Salary") of the Contract shall be amended to read as follows:

As compensation for the duties set forth in this Contract, the Superintendent shall be paid an annual base salary for the 2018-2019 contract year of TWO HUNDRED THIRTY-EIGHT THOUSAND FIVE HUNDRED EIGHTY-SIX AND NO/100 DOLLARS **(\$238,586.00)** as adjusted by the Consumer Price Index ("CPI") plus the annual overall

performance rating increase received by the Superintendent in Spring 2018 under the terms of the prior un-amended "PERFORMANCE BASED SUPERINTENDENT'S CONTRACT (September 2, 2014 through June 30, 2018)." For each subsequent contract year, through the term of the Contract, the Board shall increase the Superintendent's base salary by an amount equal to the then-current CPI increase, but in no event will the increase based on the current CPI be greater than 5% of the prior contract year's base salary.

5. The Contract shall be amended to include an additional paragraph between the current Paragraphs 4 and 5, to read as follows:

PERFORMANCE BONUS OPPORTUNITY. In addition, the Superintendent may be entitled to an annual performance bonus, not to be added to salary, based on the following:

- a. If the Superintendent's annual overall performance rating is that of "excellent," he shall receive a bonus in the amount of two percent (2%) of the prior contract year's annual base salary.
- b. If the Superintendent's annual overall performance rating is that of "proficient," he shall receive an additional annual base salary increase of one percent (1%) of the prior contract year's annual base salary.
- c. If the Superintendent's annual overall performance rating is "needs improvement" or "unsatisfactory," he shall not receive an additional increase to his annual base salary.

Any performance bonus the Board awards the Superintendent shall be contributed by the Board to the Superintendent's Section 403(b) account on July 1 of the contract year following evaluation. The Superintendent acknowledges and agrees that any such contribution is not to be a continuing benefit and agrees that he is solely responsible for compliance with all applicable contribution limitations set by the Internal Revenue Code. Any performance bonus contributed to the Superintendent's 403(b) account shall be deemed a Board contribution and not an individual contribution.

6. Paragraph 6 ("Vacation") of the Contract shall be amended to read as follows:

The Superintendent shall receive twenty-five (25) working days of paid vacation time for each contract year. Saturdays, Sundays, and legal holidays when District offices are closed shall not be considered working days. Unused vacation days accumulated and carried over under the terms of the Superintendent's prior un-amended "PERFORMANCE BASED SUPERINTENDENT'S CONTRACT (September 2, 2014 through June 30, 2018)" shall be exchanged for pay no later than June 30, 2018. Beginning with the 2018-2019 contract year, the Superintendent must use vacation days in the contract year in which they are accrued and he shall not

accumulate or carry-over any unused vacation days into subsequent contract years.

Each contract year, the Superintendent may elect to receive compensation for (i.e., "cash out") a maximum of five (5) accrued but unused paid vacation days at the Superintendent's then-per diem rate (annual base salary divided by 260). The Superintendent shall notify the Board President in writing, with a copy to the Assistant Superintendent of Business Operations, by no later than June 15 of each contract year, of the number of unused vacation days to be exchanged for pay, as provided above. Payment for the exchanged vacation days shall be made no later than the end of the contract year.

The Superintendent shall give prior notice to the Board President, or the Board Vice-President in the absence of unavailability of the President, before taking vacation. The Superintendent shall receive prior approval by the Board President, or the Board Vice-President in the absence or unavailability of the President, before taking any vacation which is more than three (3) consecutive working days in length.

7. Paragraph 7 ("Sick Leave") of the Contract shall be amended to replace the phrase "to the minimum amount required by law, or as permitted for teachers if such is greater" with "in accordance with the minimum number of days required under the Illinois School Code."
8. Paragraph 11 ("Professional Activities") of the Contract shall be amended to replace the phrase "reasonable cost of attendance shall be paid by the Board" with "Board shall pay the reasonable cost of attendance."
9. The first sentence of Paragraph 13 ("Health Benefits Program") of the Contract shall be amended to read as follows: "The Board shall pay 80% of the Superintendent's premiums for individual and immediate family insurance coverages in the District's health and dental insurance programs established for other District office administrators, consistent with the requirement of the District's insurance carrier."
10. The last sentence of Paragraph 14 ("Deferred Compensation") of the Contract shall be amended to read as follows: "In addition, the Board shall make a one-time Board contribution to the Superintendent's 403(b) account on July 1, 2018 in the amount of FOUR THOUSAND SEVEN HUNDRED SEVENTY-TWO AND NO/100 DOLLARS (\$4,772.00). The Superintendent acknowledges and agrees that this contribution is not to be a continuing benefit and agrees that he is solely responsible for compliance with all applicable contribution limits set by the Internal Revenue Code. This one-time contribution shall be deemed a Board contribution and not an individual contribution."
11. The Contract shall be amended to eliminate Paragraph 18 ("Post Employment Compensation").
12. The Contract shall be amended to include an additional paragraph between Paragraphs 27 and 28 of the current Contract, to read as follows:

RENEWAL OF CONTRACT. If at the end of this Contract on June 30, 2022, the Board and the Superintendent have successfully entered into a new Performance Based Superintendent's Contract beginning July 1, 2022, the Board shall make a one-time Board contribution to the Superintendent's 403(b) account on July 1, 2023 in the amount of TEN THOUSAND AND NO/100 DOLLARS **(\$10,000.00)**. This one-time contribution shall be deemed a Board contribution and not an individual contribution. All other stipulations in Paragraph 15, hereof, shall apply.

13. Paragraph 28 ("**Non-Renewal of Contract**") of the Contract shall be amended to include two additional sentences at the end of the Paragraph, to read as follows: "In the event of such non-renewal, the Board shall make a one-time Board contribution to the Superintendent's 403(b) account on June 30, 2022 in the amount of FIVE THOUSAND TWO HUNDRED FIFTY DOLLARS AND NO/100 **(\$5,250.00)**. This one-time contribution shall be deemed a Board contribution and not an individual contribution."
14. Exhibit 1 ("Goals") are replaced by the amended Exhibit 1 which is attached hereto and incorporated herein. Said Goals shall be supplemented within 120 days of the execution of this Amendment with additional student performance and academic improvement goals compliant with Paragraph 2 of the Contract, which states that "[t]he Board's decision to modify the Goals shall be in implementation of this provision of the Contract and shall not constitute or require an amendment to the Contract."
15. All other terms and conditions of the Contract will remain in full force and effect through the amended termination date of June 30, 2022.

IN WITNESS WHEREOF, the parties have executed this Agreement this ____ day of _____, 2017.

SUPERINTENDENT

**BOARD OF EDUCATION OF COMMUNITY
UNIT SCHOOL DISTRICT 200, DUPAGE
COUNTY, ILLINOIS**

Dr. Jeff Schuler

By: _____
President

ATTEST:

Secretary

Superintendent Performance Goals

Goal 1: Increase college and career readiness of our students and mastery of future ready skills.

Annually, the Superintendent shall provide a report to the Board of Education including progress in the following indicators

- **Average SAT Score**
- **% of students making progress from Grade 8 to Senior year as measured by SAT growth**
- **% K-7 students on road to readiness as measured by district math assessments**
- **% K-7 students on road to readiness as measured by district reading assessments**
- **Graduation rate**
- **Freshman on track to graduate**
- **% seniors earning a C or higher in an AP or dual credit class**
- **% high school students in co-curricular activities**
- **% of students having at least 90% attendance during previous year**
- Programs that support differentiation, personalization, and individualization of the learning experience for students
- Student learning opportunities that provide applications to real world situations and future-ready learning

Metrics for the above indicators, which are highlighted in bold and which are to be used to assess progress to achieving Goal 1, will be developed and be posted in the District Dashboard prior to July 1, 2018.

Goal 2: Maintain effective systems of support for students and staff that promote quality learning experiences and enhance the learning environment for students.

Annually, the Superintendent shall provide a report to the Board of Education including progress on the following indicators:

- Staff professional development and retention
- Multi-tiered Systems of Support for Math, Reading, and Behavior/SEL
- Universal Access to Technology Plan
- Future of Instruction and Technology Plan

Goal 3: Achieve long-term financial stability and promote student learning by managing District resources prudently and providing well maintained facilities

Annually, the Superintendent shall provide a report to the Board of Education including progress on the following indicators:

- Maintain at least 25% Fund Balance

- Present Balanced Budget Annually
- Maintain Balanced Operational Spending
- Maintain School Financial Profile of “Recognition”
- Monitor and implement priorities established from the Master Facility Plan

Goal 4: Stay connected to our community to determine its priorities, foster partnerships, and promote learning.

Annually, the Superintendent shall provide a report to the Board of Education including progress on the following indicators:

- Monitor and implement a Community Engagement Plan

By July 1, 2018, a new Vision 2022 Plan will be developed and approved for dissemination to District 200 staff and community identifying the programs and measures to achieve the Goals and incorporating the indicators listed under each of the above goals. The Vision 2022 Plan will include a Vision 2022 Dashboard that will identify the metrics for the bolded indicators of Performance Goal 1. The Superintendent will partner with the Board of Education on the development and implementation of annual priorities in support of the Vision 2022 Dashboard and Plan.

The Board and Superintendent acknowledge and recognize that during the term of employment for this “Amendment to Performance Based Superintendent’s Contract,” events, developments or changed circumstances may arise that may impact the ability of the Superintendent or the School District to achieve, maintain and/or perform the performance goals set forth herein. If, and when, such events, developments or changed circumstances should arise, the parties agree to review the Performance Goals, indicators and/or metrics and, by mutual agreement, to change, modify or amend any or all of the Performance Goals, indicators, and/or metrics as appropriate.