RESOLUTION AUTHORIZING AMENDMENT TO THE PERFORMANCE BASED SUPERINTENDENT'S CONTRACT (APRIL 1, 2022 THROUGH JUNE 30, 2028) BETWEEN THE BOARD OF EDUCATION AND REBECCA JENKINS

BE IT RESOLVED by the Board of Education (the "Board") of Libertyville School District 70, Lake County, Illinois (the "District"), as follows:

- 1. The Board hereby finds and determines that an amendment to the vacation day benefits provision of the Performance Based Superintendent's Contract (April 1, 2022 through June 30, 2028) between the Board and Rebecca Jenkins (the "Superintendent"), as first approved by the Board on March 10, 2022 and amended by the Board on March 23, 2023, (collectively the "Contract"), is warranted.
- 2. In accordance with the amendment provision of the Contract, an Amendment to the Contract, substantially in the form of the attached <u>Exhibit 1</u>, is hereby approved and the Board President and Secretary are hereby authorized to sign such Amendment.

	3. This Resolution shall be in full force a	and effect upon its adoption.	
	ADOPTED this day of April, 2025, by a roll call vote as follows:		
	YES:		
	NO:		
	ABSENT:		
		President, Board of Education	
Attest			
	Secretary, Board of Education		

EXHIBIT 1

AMENDMENT TO THE PERFORMANCE BASED SUPERINTENDENT'S CONTRACT (APRIL 1, 2022 THROUGH JUNE 30, 2028) BETWEEN THE BOARD OF EDUCATION AND REBECCA JENKINS

The Board of Education of Libertyville School District 70, Lake County, Illinois (the "Board") and Rebecca Jenkins (the "Superintendent") hereby agree to amend as follows the Performance Based Superintendent's Contract (April 1, 2022 through June 30, 2028) between the Board and the Superintendent (the "Contract"):

1. Paragraph C.4. of the Contract is replaced as follows:

<u>Vacation</u>. The Superintendent shall be entitled to paid vacation days each Contract Year, the amount of which shall be allocated based on the Superintendent's years of service to the District as the Superintendent in the following manner:

Years as			
Superintendent	1 - 3	4 - 6	7+
Vacation Days	20	25	30
Cash out Days	5	8	10

The Superintendent shall be entitled to paid vacation of twenty (20) working days each Contract Year in her first through third years as Superintendent in the District; twenty-five (25) working days each Contract Year in her fourth through sixth years as Superintendent in the District; and thirty (30) working days each Contract Year for her seventh year as Superintendent in the District and any following years of service. Any vacation time in excess of five (5) consecutive school days (not including Summer School) shall be mutually agreed upon by the Board President and Superintendent.

All annual vacation shall be deemed to have been earned on July 1 of each Contract Year of this Contract. With the exception of the final Contract Year of this Contract, vacation must be taken within fifteen (15) months of the date in which it was earned and shall not be cumulative. Vacation earned on July 1 of the final Contract Year must be used by the last day of that same Contract Year (twelve (12) months of the date it was earned). The Superintendent shall be entitled to receive the cash value of a certain number of unused vacation days each year, which shall be allocated based on the Superintendent's years of service to the District as the Superintendent. The Superintendent shall be entitled to cash out five (5) vacation days each Contract Year in her first through third years as Superintendent in the District; eight (8) vacation days each Contract Year in her fourth through sixth years as Superintendent in the District; and ten (10) vacation days each Contract Year for her seventh year as Superintendent in the District and any following years of service. Any additional vacation days not taken shall be lost and no longer available for use or payment.

By executing this Contract, the Superintendent acknowledges and agrees that she has received notice of this provision. The Superintendent shall also be entitled to all legal and school holidays

as designated on the District calendar. Winter, spring, and summer recess periods shall constitute working days unless specifically scheduled and credited toward the vacation days listed above. Upon termination of the Contract, the Board shall not pay the Superintendent for any accrued, unused vacation days unless specified herein or where payment is required by law. Any such required vacation payment shall be made after the Superintendent's receipt of her final paycheck for regular earnings and after her last day of service.

- 2. All other provisions of the Contract and any prior amendments to the Contract are unchanged and remain in full force and effect.
- 3. This Amendment shall become effective and be deemed dated when the last of the parties signs as set forth below. In all other respects, the Contract and any prior amendments to the Contract shall remain unchanged and in full force and effect.

BOARD OF EDUCATION LIBERTYVILLE SCHOOL DISTRICT 70,	SUPERINTENDENT	
Lake County, Illinois		
By:		
President	Rebecca Jenkins	
Attest:		
Secretary		
Dated:	Dated:	