**SUPPLEMENTARY AGREEMENT**

**TO**

**JOHN WOOD COMMUNITY COLLEGE**

**PRESIDENT'S EMPLOYMENT CONTRACT**

**(COMMENCING JULY 1, 2019 AND ENDING JUNE 30, 2023)**

 This Supplementary Agreement is made as of the 16th day of September, 2020, by and between the BOARD OF TRUSTEES OF COMMUNITY COLLEGE DISTRICT NO. 539, COUNTIES OF ADAMS, PIKE, HANCOCK, CALHOUN, SCHUYLER, BROWN, MORGAN, SCOTT AND CASS, AND STATE OF ILLINOIS, commonly known as JOHN WOOD COMMUNITY COLLEGE (herein "Board"), and MICHAEL L. ELBE (herein "President").

 The parties acknowledge:

 A. The Board and President currently have a contract providing for the President’s employment through June 30, 2023.

 B. The parties have agreed to supplement the contract as provided in this Supplementary Agreement.

 ACCORDINGLY, for and in consideration of the mutual covenants and promises hereinafter contained, it is agreed as follows:

 1. COMPENSATION SUPPLEMENT: President is granted a one-time compensation supplement of Six Thousand Dollars ($6,000.00). This compensation will be paid in six (6) equal monthly installments of One Thousand Dollars ($1,000.00) each starting with the month of September 2020, subject to the usual, customary, and required withholdings. This supplement does not become a part of the President’s base salary for purposes of determining any future compensation and/or benefit adjustments including, for example, adjustments resulting from changes in administrative professional staff compensation generally.

 2. PROVISION REGARDING EXPENSE ACCOUNT AND MEDICAL AND HEALTH INSURANCE:

 A. AMENDMENT: Paragraph 4 (Compensation and Benefits), Subparagraph C(6) (Expense Account), is revised to reduce the amount of the expense account from Three Thousand Dollars ($3,000.00) to One Thousand Five Hundred Dollars ($1,500.00), such change effective as of July 1, 2020.

B. AMENDMENT: Paragraph 4 (Compensation and Benefits), Subparagraph E(2)(a) (Post-Employment Under Certain Circumstances), is revised to read:

a.) If President’s employment continues through at least June 30, 2022,the Board agrees to provide, pay for, or reimburse as it determines in its discretion the cost of medical, health, and dental insurance for President and Gerri Elbe, President’s spouse, comparable to the medical, health, and dental insurance provided from time to time to the Board’s employees generally. If the President’s employment ends earlier than June 30, 2021, the benefit amount will be reduced by two-thirds (2/3rds) of the cost, and one-third (1/3rd) of the cost if employment ends prior to June 30, 2022 (but after June 30, 2021). It is understood that the benefit is vested as to one-third (1/3) of the cost on the date of this supplement, will be vested as to two-thirds (2/3rds) of the cost as of June 30, 2021, and will be fully vested of the cost as of June 30, 2022.

 C. AMENDMENT: Paragraph 4 (Compensation and Benefits), Subparagraph E(2)(f) (Post-Employment Under Certain Circumstances), is revised to read:

f.) As stated earlier in subparagraph a.), the obligations under this paragraph generally become fully vested only if the President’s employment continues through June 30, 2022, but is partially vested prior to that date. However, the Board also agrees that the Board’s obligation shall apply and be fully vested as to both the President and/or Mrs. Elbe, as applicable, should the President’s employment terminate at any time due to the President’s permanent disability (paragraph 12(A)), as to Mrs. Elbe in the event of the President’s death (paragraph 12(B)), in the event the Board exercises its termination right with respect to the contract (paragraph 13), or in the event the President voluntarily resigns his employment under circumstances that would be eligible for leave under the Family and Medical Leave Act (or equivalent Board Policy) even though such leave would not be applicable because of President’s resignation. Except as stated in this subparagraph f.), it is understood and recognized that the Board’s obligation will not apply to the extent the benefit is not vested if the President resigns from his employment prior to the end of the term of this contract or employment under circumstances other than as stated in this subparagraph f.). It is understood, further, that this obligation will not apply should the President’s employment be terminated for just cause or violation of this contract.

 3. REAFFIRMATION: Except as hereby supplemented, the President’s Employment Contract dated September 19, 2018, is ratified and reaffirmed.

IN WITNESS WHEREOF, the parties hereto have duly executed this President's Employment Contract as of the day and year first above written.

BOARD OF TRUSTEES OF COMMUNITY MICHAEL L. ELBE (“President”)

COLLEGE DISTRICT NO. 539, COUNTIES

OF ADAMS, PIKE, HANCOCK, CALHOUN \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

SCHUYLER, BROWN, MORGAN, SCOTT Michael L. Elbe

AND CASS, AND STATE OF ILLINOIS,

commonly known as JOHN WOOD

COMMUNITY COLLEGE ("Board")

By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Its Chair

By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Its Secretary