

AMENDMENT TO PRESIDENT'S EMPLOYMENT AGREEMENT

This Amendment to the President's Employment Agreement (this "Amendment"), executed this 11th day of June 2024, by and between the **BOARD OF TRUSTEES OF LEWIS AND CLARK COMMUNITY COLLEGE DISTRICT NO. 536** (the "Board") and **DR. KEN TRZASKA** (the "President"), amends the President's Employment Agreement dated June 3, 2020 (the "Agreement"), subsequently amended on July 11, 2023. The Board and the President are referred to collectively as the "Parties."

WHEREAS, the President is currently employed under a multi-year contract extending, as amended, from July 1, 2023 through June 30, 2027, and after evaluation of the President's performance during the term of the Agreement, the Board has determined that it is in the best interest of Lewis and Clark Community College District No. 536 (the "College") to extend the President's employment term effective July 1, 2024; and

WHEREAS, the Parties accordingly desire to modify the terms of the Agreement, as amended, with the terms and conditions of this Amendment as stated herein.

NOW, THEREFORE, the Board and the President agree to further amend the Agreement, effective July 1, 2024, as follows:

1. Paragraph A.1 of the Agreement is hereby further amended and restated in its entirety as follows:

Term of Employment: The Board hereby employs the President for a four (4) year term commencing July 1, 2024 and ending June 30, 2028. The term of this Agreement will not be extended except pursuant to a written mutual agreement of the Board and President which is publicly adopted and approved by the Board in accordance with Section 805/3-65 of the Illinois Public Community College Act, 110 ILCS 805/1 *et seq.*

2. Paragraph B.1 of the Agreement is hereby further amended and restated in its entirety as follows:

Annual Salary: The President will receive an annual salary of Two Hundred Seventy Thousand Four Hundred Dollars (\$270,400.00) for fiscal year 2024-2025 ("FY25"), payable in accordance with the policies of the Board and subject to applicable payroll deductions. The Parties agree to review the terms of this Agreement by June 30th in each of the remaining years of the Agreement to determine the annual salary in those remaining years. Subsequent adjustments to the President's annual salary will be equal to the annual increases provided by the Board to other administrators in the College, and any adjustments to the other terms and conditions of employment will be based upon the Board's review and assessment of the President's performance. The President's salary shall not decrease between fiscal years.

3. Paragraph C.1 of the Agreement is hereby further amended and restated in its entirety as follows:

SURS Contribution: In addition to his annual salary stated in paragraph B.1 of this Agreement, the Board will make a contribution on behalf of the President to the State Universities Retirement System (SURS) in satisfaction of the President's statutory 8.0% contribution to SURS for his retirement benefit. In addition, the Board will make a contribution on behalf of the President to SURS in satisfaction of his statutory contribution to retirees' insurance at the required rate as it may change from year-to-year. The President does not have any right or claim to this amount contributed by the Board on the President's behalf except as it may become available at the time of retirement from SURS. Both parties acknowledge that the President does not have the option of choosing to receive the contributed amount directly, instead of having such contribution paid by the Board to SURS, and that such contribution is made as a condition of employment to secure the President's future services, knowledge, and experience.

4. Paragraph C.2 of the Agreement is hereby further amended and restated in its entirety as follows:

Health Insurance Benefits: In addition to his annual salary stated in paragraph B.1 of this Agreement, the College shall provide employee and spouse medical and dental insurance benefits at no cost to the President. If at any time during the term of this Employment Agreement a change in federal or state Laws or regulations becomes effective, or enforcement of any such provisions commences which would cause an employer penalty or tax related to the health insurance benefits provided in this Agreement, then the parties agree to re-open this Agreement to revise the affected health insurance benefits provisions to address or eliminate any such penalties or taxes without affecting the President's SURS creditable earnings.

5. Other than as set forth in Sections 1-4 of this Amendment, all of the provisions of the Agreement, as amended, shall remain in full force and effect.

6. This Amendment may be executed by facsimile, PDF, DocuSign, or other electronic copy and in separate counterparts, which taken together shall constitute a single original document.

IN WITNESS WHEREOF, the Board and the President have executed this Agreement to the President's Employment Agreement on this 11th day of June 2024.

PRESIDENT

By: 

Dr. Ken Trzaska

**BOARD OF TRUSTEES OF LEWIS
AND CLARK COMMUNITY
COLLEGE DISTRICT NO. 536**

By: 

Chairman of the Board

ATTEST:

By: 

Secretary of the Board