

## AMENDMENT TO PRESIDENT'S EMPLOYMENT AGREEMENT

This Amendment to the President's Employment Agreement (this "Amendment"), executed this \_\_\_\_\_ day of July 2023, 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"). The Board and the President are referred to collectively as the "Parties."

**WHEREAS**, the President is currently employed under a multi-year contract extending from September 21, 2020 through June 30, 2024, 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, 2023; and

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

**NOW, THEREFORE**, the Board and the President agree to amend the Agreement, effective July 1, 2023, as follows:

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

The Board hereby employs the President for a four (4) year term commencing July 1, 2023 and ending June 30, 2027. 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 amended and restated in its entirety as follows:

The President will receive an annual salary of Two Hundred and Sixty Thousand Dollars (\$260,000.00) for fiscal year 2023-2024 ("FY24"), 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 30<sup>th</sup> 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 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.4 of the Agreement is hereby amended and restated in its entirety as follows:

The Board will provide the President with term life insurance at standard rates in an amount of two (2) times the President's annual base salary as listed in Paragraph B.1, and as amended by the Board from time to time. The Board shall make the payment(s) for the premium(s) for said term-life insurance directly to the insurer(s). The amount of the Board paid term life coverage shall be used to calculate the imputed income as required by IRS Publication 15-B, *Employer's Tax Guide to Fringe Benefits* (for use in 2023), and shall be added to the President's taxable wages, but not included in the President's base pay.

4. Paragraph C.5 of the Agreement is hereby amended and restated in its entirety as follows:

The duties to be performed by the President under the provisions of this Agreement will require the regular use of an automobile. The Board agrees to pay the President a monthly automobile stipend of Seven Hundred Dollars (\$700.00), exclusive of mileage. The President will furnish his own automobile, and shall be individually liable for all maintenance, repairs, insurance, and operating expenses, including fuel costs.

Further, consistent with relevant Board and College's policies and procedures, the President will also receive reimbursement for all mileage for travel exceeding sixty (60) miles roundtrip (President will be reimbursed in full for these longer trips). The Board may require the President to submit reasonable documentation of applicable mileage.

5. Other than as set forth in Sections 1 through 4 of this Amendment, all of the provisions of the Agreement 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.

*[Signature Page Follows]*

**IN WITNESS WHEREOF**, the Board and the President have executed this Agreement to the President's Employment Agreement on this \_\_\_\_\_ day of July 2023.

**PRESIDENT**

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

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

Dr. Ken Trzaska

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

Chairman of the Board

**ATTEST:**

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

Secretary of the Board