

## **PRESIDENT'S EMPLOYMENT AGREEMENT**

**THIS AGREEMENT** made this \_\_\_ day of June, 2020, by and between the Board of Trustees of Lewis and Clark Community College District No. 536 (hereafter, the "Board" or the "College"), and Dr. Ken Trzaska (hereafter, the "President").

### **A. EMPLOYMENT**

#### **1. Term of Employment**

The Board hereby employs the President for three (3) years and approximately nine (9) months commencing September 21, 2020 and ending June 30, 2024. 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. Salary and benefits for the 2020-2021 contract year are to be reduced and prorated, to be paid proportionately over the term of the President's actual dates of employment.

### **B. SALARY**

#### **1. Annual Salary**

The President will receive an annual salary of Two Hundred, Five Thousand and 00/100 dollars (\$205,000.00) in each year of this agreement, payable in accordance with the policies of the College and subject to applicable payroll deductions. The parties will review the terms of this agreement by June 30, 2022 for contract years 2022-2023 and 2023-2024. Any adjustments to the President's salary and other terms and conditions of employment will be based upon the Board's review and assessment of the President's performance and will become effective July 1, 2022.

### **C. BENEFITS**

#### **1. 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 8.5% contribution to SURS. 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.

**2. Health Insurance Benefits**

In addition to his annual salary stated in paragraph B.1 of this Agreement, the College shall provide employee and family 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.

**3. Long-Term Disability Insurance**

The Board shall provide the President with long-term disability insurance benefits for the President on the same conditions as provided for other staff of the College, except that the maximum monthly disability benefit shall be seventy percent (70%) of the President's current salary, up to a maximum of \$17,000 per month.

**4. Term Life Insurance**

The Board will provide the President with group term life insurance at standard rates in an amount of \$400,000. The Board shall make the payment for the premium for said term-life insurance directly to the insurer. The amount of the College paid term life coverage shall be used to calculate the imputed income as required by IRS publication 15-B and shall be added to his taxable wages but not included in his base pay.

**5. Automobile**

The President shall furnish his own automobile, and shall be liable for all maintenance, repairs, insurance, and operating expenses, including fuel costs. The Board shall reimburse the President for all in-district and out-of-district travel using his own personal vehicle for College business at the applicable IRS deductible rate in effect at the time of travel.

**6. Professional Development**

The President shall be eligible to attend and participate in educational conferences, conventions, workshops, seminars, and similar professional activities and events, subject to reasonable review and approval by the Board. The Board shall reimburse the President for reasonable out-of-pocket expenses incurred by the President in connection with such approved activities and events in accordance with its Board policy on travel.

**7. Business-Related Expenses**

In addition to the expenses set forth above, the Board shall reimburse the President for other reasonable out-of-pocket expenses which he incurs for Board approved

travel in accordance with its policy on travel and other activities undertaken by the President on behalf of the College. The Board's reimbursement of such expenses shall be subject to the President's monthly submission of appropriate expense reports and substantiating documentation and reasonable review and approval by the Board.

**8. Physical Examination**

The President shall submit to a comprehensive physical examination at the discretion and direction of the Board, the cost of which shall be paid by the Board, when the board determines, in its discretion, that it is necessary to verify the President's physical or mental fitness for duty. The President shall provide any required releases necessary to the Board Chair authorizing the Board to receive the physician's written report of the physical exam and verification of the President's fitness to perform his essential duties as President.

**9. Technology**

The College shall provide the President with the necessary technology and equipment, such as a laptop and iPad, for the President to conduct official College business. Such equipment shall be provided through the College's Information Technology Department and replaced on a periodic basis. The President will provide his own cell phone device and will cover the monthly fees for same.

**10. Vacation and Holidays**

The President's vacation leave shall be governed by Personnel Policy 204 – Vacation Benefits. However, for the first year of this Agreement the President shall receive the twenty-two (22) vacation days provided for by policy upon his first day of employment with the Board. Any unused vacation days from this first year of employment will accumulate and carry over on the President's anniversary date, September 21, 2021. Thereafter, the President's vacation leave will be governed by Personnel Policy 204 – Vacation Benefits and the College's practices implementing same. The President shall receive all holidays recognized by the College. The period that the College is closed between Christmas and New Year's shall not constitute working days for the President provided the Board approves closure of the campus during this time.

**11. Administrative Employee Benefits**

The President will receive any fringe benefits not specifically set forth herein which are granted to all other full-time College administrative personnel.

**a. Personal Leave**

The President shall be granted two (2) personal leave days per calendar year at full pay. In accordance with College policy, the President may accumulate and carry over a maximum of four (4) personal leave days into the next calendar year.

**b. Sick Leave**

The President shall be granted twelve (12) sick leave days per year at full pay which may accumulate in accordance with College policy up to a maximum accumulation of two-hundred sixty (260) sick days. Accumulated sick leave days are not compensable upon retirement or separation but may be used to establish creditable service with SURS.

**D. POWERS AND DUTIES**

**1. Authority and Responsibility**

Subject to policies and directives established by the Board and consistent with the Illinois Public Community College Act, the President shall act as the chief executive officer of the College. The President shall have authority and responsibility to organize, direct, manage and oversee the administration of the College in a manner intended to promote and advance the College's best interests.

The President shall be in charge of the administration of the College and be under the direction of the Board; he shall be the chief executive officer for the Board, responsible and accountable for the leadership and management of the entire College and its programs, services and administrative functions; he shall direct and assign other employees of the Board under his supervision; he shall organize, reorganize and arrange the administration and supervisory staff, including instruction and business affairs, as best serves the College, subject to approval by the Board; he shall select, place, transfer and recommend dismissal of employees subject to approval by the Board; he shall suggest policies, procedures, regulations and rules deemed necessary for the welfare of the College; and, in general, he shall perform all duties incident to the office of the President and such other duties as may be prescribed by the Board.

The President shall be responsible for communicating with the Board on a regular and continuing basis so that the Board is advised on a timely basis of matters which might require guidance from the Board. The Board may further establish and designate the President's essential job responsibilities in a position description adopted by the Board.

**2. Fiduciary Duty**

During his employment, the President shall devote substantially all of his professional time, attention, skills and energy to the performance of his responsibilities as President of the College. The President shall perform such responsibilities professionally, in good faith, and to the best of his abilities.

**3. Residency**

The President shall maintain his primary residence within the residential boundaries of Lewis and Clark Community College District No. 536.

**E. EVALUATION**

1. By May 1<sup>st</sup> prior to each year of this Agreement the President will propose specific written annual performance goals and proposals for measuring progress in achieving those goals for the following twelve (12) month contract year for review and approval by the Board. The Board will meet with the President to review the performance goals. The Board will approve and establish the annual performance goals by July 1 of each contract year.
2. The President will provide the Board with written status reports, including data measuring his progress towards meeting the annual performance goals. The President will submit the status reports at least quarterly each contract year.
3. The Board will review and evaluate the President's performance before June 30 of each year of this Agreement. The Board will review and assess the President's overall performance and his successful completion and attainment of the performance goals based upon previously identified, measurable criteria and documented outcomes. A copy of the Board's written annual evaluation will be provided to the President.

**F. NOTICE OF NON-RENEWAL AND RESIGNATION**

1. If prior to December 31, 2023, or prior to any subsequent December 31<sup>st</sup> on which this Agreement is in effect, the Board shall fail to notify the President, in writing, of its intention not to extend this Agreement beyond its then termination date, then this Agreement will, without more, be automatically extended for an additional term of one (1) year beyond the initial termination date or the then extended termination date; provided, however, that it shall be required of the President that he give each Board member a notice, in writing, prior to November 30, 2023, or prior to any subsequent November 30<sup>th</sup> on which this Agreement is in effect, of the Board's duty to provide him with notice pursuant to the terms set forth herein. Neither the initial term of this Agreement nor any extension thereof shall be construed to create or be evidence of contractual continued service or tenure of the President as an administrator under any provisions, policies or rules extrinsic to this Agreement.
2. In the event the President wishes to terminate this Agreement at the end of its initial term, he shall so notify the Board, in writing no later than December 31, 2023. If the President wishes to terminate any extension of this Agreement, he shall so notify the Board in writing, no later than the December 31<sup>st</sup> in the year proceeding the year of the desired June 30<sup>th</sup> termination date.

**G. TERMINATION**

1. This Employment Agreement and the employment relationship between the Board and the President shall be terminated by any or all of the following:
  - (a) Mutual agreement;

- (b) Disability, as certified by a physician selected by or acceptable to the Board, which renders the President unable to perform the essential duties of his job, with or without reasonable accommodation;
  - (c) Discharge for cause in accordance with the provisions of Section G.2 below;
  - (d) Resignation by written notice to the Board at least ninety (90) days prior to the effective resignation date. No severance pay shall be due to President under this provision; or
  - (e) Death.
2. Discharge for cause shall be for conduct which violates College policy, Board directives, the terms of this Agreement, or which adversely impacts the College, as determined by the Board. In the event the Board is considering discharge under this subsection, the specific reason(s) for discharge for cause shall be given to the President, who shall be offered an opportunity to appear before the Board to discuss such matter. If the President chooses to have legal counsel accompany him to this appearance before the Board, the President shall bear any costs and expenses arising from the retention of such counsel. The President's meeting with the Board shall be conducted in closed session. If the Board, in its sole discretion, determines there is cause to discharge the President, the President shall be paid for services performed through the date of discharge only, without any further obligations on the part of either party to the other, unless mutually agreed otherwise.
  3. In the event that this Agreement is terminated for any reason, including cause, and the parties are able to reach agreement over a severance payment, the severance payment shall not be in excess of one (1) year as provided for in Section 805/3-65 of the Illinois Public Community College Act.

**H. INDEMNIFICATION**

The Board will indemnify the President and provide legal representation in response to any claims or lawsuits arising from actions taken within the scope of his employment or at the Board's direction as provided in Section 805/3-29 of the Illinois Public Community College Act.

**I. NOTICE**

All notices required by this Agreement shall be in writing and delivered as follows: If to the Board, to:

If to the Board, to:

Mr. David Heyen

or to any subsequent Board Chair sent to his or her home address

With a copy to:

Sue Keener

or to any subsequent Board Secretary  
sent to his or her home address

If to the President, to:

Dr. Ken Trzaska

or as otherwise directed by a party in a notice issued pursuant to this provision. All notices shall be given personally, or via a national overnight delivery service, or via certified mail, postage prepaid, return receipt requested. A notice delivered personally shall be deemed to have been given on the date on which it is so delivered. A notice sent via a national overnight delivery service shall be deemed delivered on the next business day following its date of dispatch. A notice sent by certified mail shall be deemed to have been delivered three (3) business days after it is properly deposited in a U.S. Postal Service depository.

**J. SAVINGS CLAUSE**

This Agreement shall be interpreted and enforced in accordance with the laws of the State of Illinois. The provisions of this Agreement are intended to be interpreted and enforced in a manner which renders them valid and enforceable. In the event that any provision of this Agreement is found to be invalid or unenforceable, such provision shall be modified to the extent and in the manner which a court of competent jurisdiction deems reasonable, and thereupon enforced upon such terms. If any such provision is not so modified, it shall be deemed stricken from this Agreement without affecting the validity and enforceability of any of the remaining provisions hereof.

**K. ENTIRE AGREEMENT**

This Agreement contains the entire agreement of the parties and supersedes all prior discussions, representations, commitments, and agreements between the parties with respect to the subject matter hereof. No modification or amendment of this Agreement shall be deemed valid unless in writing and signed by both the Board Chair and the President.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the 9th day of June, 2020.

**PRESIDENT**

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

By: \_\_\_\_\_  
Dr. Ken Trzaska

By: \_\_\_\_\_  
David Heyen, Chair

ATTEST:

By: \_\_\_\_\_  
Kevin Rust, Secretary