

**REVISED AND RESTATED PRESIDENTIAL
EMPLOYMENT CONTRACT**

This Employment Contract made and entered into as of this ___ day of June, 2024, by and between the Board of Trustees of Illinois Community College District No. 525, Counties of Will, Grundy, Livingston, Cook, Kendall, LaSalle and Kankakee, State of Illinois, hereinafter referred to as "Employer", and Dr. Clyne G. H. Namuo, hereinafter referred to as "Employee", and Employer and Employee sometimes collectively referred to as the "Parties".

RECITALS

WHEREAS, Employer does desire to employ the Employee, as President of Illinois Community College District No. 525 ("College"), upon the terms and conditions stated herein;

WHEREAS, Employee desires to be so employed by the Employer at the salary and benefits provided for herein.

NOW, THEREFORE, in consideration of the promises and of the mutual covenants and Contracts hereinafter set forth, the parties hereto acknowledge and agree as follows:

ARTICLE I. Nature and Term of Employment.

1.01 Employment. The Employer hereby agrees to employ Employee and Employee hereby accepts employment as the Employer's President. Such Contract and acceptance are conditioned upon Employee having on file appropriate documentation to establish identity and eligibility for employment pursuant to the Immigration Reform and Control Act of 1986, as amended.

1.02 Term of Employment. Employee's employment pursuant to this Contract shall, subject to Employee's satisfaction of the conditions referred to in Section 1.01, commence on July I, 2022. The term of such employment shall continue to June 30, 2025.

1.03 Duties. The duties of Employee shall be as determined by the Employer's Board of Trustees ("Board") and Employee will adhere to the policies and procedures of the Employer. The

President shall have charge of the administration of the Employer under the direction of the Board. Employee shall be deemed to be the Chief Executive Officer for the Board. In addition to Employee's other duties set forth herein, Employee shall recommend the selection of, and direct and assign teachers and other employees of the Employer under Employee's supervision. Further, Employee shall organize and direct the administrative and supervisory staff; Employee shall make recommendations to the Board concerning the budget, building plans, and location of educational and ancillary support sites; Employee shall direct the keeping of all records and accounts and aid in the preparation of all reports as required by the Board; Employee shall recommend rules, regulations, policies and procedures deemed necessary for the welfare of the Employer; and, in general, Employee shall perform all other duties incident to the office of President of the College as may be prescribed by the Board from time to time. Such duties to be performed by the President shall be consistent with duties normally and customarily performed by presidents of community colleges and in conformance with the Illinois Public Community College Act. In endeavoring to perform the duties as set forth under this Section, the Employee agrees to maintain an open dialogue and communication with the Members of the Board in order to provide the Board with information and the benefit of Employee's professional administrative expertise with respect to the operation and administration of the College so as to develop, foster and enhance the ability of the Employer to fulfill its duties to its constituents, including the students, faculty and support staff of the College. In order to fulfill Employee's duties as provided for herein, Employee agrees to implement policies and actions designed to accomplish those objectives outlined in the College's then-current strategic plan, and his performance will be measured, in part, against his ability to achieve the same.

1.04 Employee's Commitment. Employee shall consider employment by Employer as Employee's principal employment, shall devote the necessary time and attention to Employee's duties and responsibilities under this Contract, and shall perform them to the best of Employee's abilities. Except as otherwise specified herein, Employee shall devote Employee's entire time, attention and energy to the business of the College and related professional activities. While subject to any

provisions of this Contract, Employee shall maintain loyalty to the College and shall take no action that would directly or indirectly injure the College's interest. With the permission of the Employer, Employee may attend university courses, seminars, or other professional growth activities and lectures and shall be permitted to engage in writing activities and speaking engagements; provided that notwithstanding such approval by the Employer, Employee agrees that Employee will not jeopardize the operation of the College by any lengthy and conspicuous absence from the College for such professional activities.

1.05 Principal Office of Employee. Employee shall regularly and customarily attend to Employee's duties at the location of the administrative offices of the College located at 1215 Houbolt Road, Joliet, Illinois 60431 or at such other principal office as may be designated by the Employer.

1.06 Professional Meetings. It is contemplated by the parties hereto that the Employee is expected to attend appropriate professional meetings at the local, state and national level related to the educational and administrative responsibilities of a community college. All reasonable expenses incurred in attending such professional meetings shall be payable by the Employer.

1.07 Annual Physical Examination. Employee shall have an annual comprehensive physical examination by a physician licensed to practice medicine in all its branches selected by the Employer. Employee agrees to furnish to College any medical information requested by it and agrees to waive any physician-patient privilege or Health Insurance Portability and Accountability Act of 1996, including its Privacy Rules, confidentiality requirements which may be applicable as a result of such examination. The Employer shall pay the cost of such examination.

1.08 Investigation of Other Employment Opportunities. If Employee seeks employment with another prospective Employer prior to the termination of this Contract, Employee agrees to verbally notify the Board Chairman within five (5) business days of the date in which Employee makes application for employment to a subsequent employer.

ARTICLE 2. Compensation and Benefits.

2.01 Base Salary. During the term of Employee's employment hereunder, Employer shall pay to Employee an annual base salary ("Base Salary") of Two Hundred Seventy-Five Thousand Dollars and no cents (\$275,000) payable in equal installments in accordance with the rules of the Employer governing payments of other administrative staff members of the College. The Employee shall receive an increase to Employee's base salary of 2% in the second and third years of the contract following the receipt of a satisfactory evaluation by the Board. The Employer may not decrease the Employer's Base Salary below the amount set forth in this Section 2.01.

2.02 Vacation and Vacation Buyback. Employee shall be entitled to paid vacation each year during the term of this Employment Contract as provided to other administrators of Employer. For the purpose of this provision, the Employee will be entitled to 40 days of vacation beginning July 1, 2024, for the term of this contract. Employee shall have the right to participate in Employer's vacation buyback program offered to non-union employees for the fiscal year ending June 30, 2024, as well as any other of Employer's vacation buyback programs offered to non-union employees during the Term of this Contract.

2.03 Other Benefits. Beginning on the date of this Employment Contract, the Employer will provide to Employee such other benefits as are generally provided by Employer to its other employees, including, but not limited to, wages, health/major medical insurance, dental insurance, vision care, disability insurance, if any, sick days, bereavement leave, and other employee benefits (collectively "other benefits"), all in accordance with the terms and conditions of the applicable other benefit plan provided that the Employer will pay the Employee's proportionate share of the health insurance premium(s) as elected by Employee. The termination of Employee's employment under Section 4.01(B) shall not affect disability benefits to which Employee is entitled under the disability insurance provided herein.

2.04 Life Insurance. Employer agrees to purchase on behalf of Employee a term life insurance policy with a policy amount equal to the annual compensation as set forth in Section 2.01 above of this Contract, payable to the Employee's designated beneficiary.

2.05 Automobile Expenses. The duties to be performed by Employee under the provisions of this Contract will require the regular use of an automobile. The Employer agrees to pay to the Employee a monthly automobile allowance of \$700.00 (Seven Hundred Dollars and No Cents), exclusive of mileage.

2.06 [Intentionally Omitted.]

2.07 Reimbursement of Employee's Business Expenses. Employee is authorized by Employer to incur reasonable, ordinary and necessary business expenses associated with Employee's position as President of the College in promoting the College's general welfare, including expenditures for travel, mileage and other than the automobile expenses as provided for above. Each month, Employee shall itemize business expenses for transportation, telephone calls, food

and lodging, as may have been incurred by Employee for College business. Receipts for all expenses must accompany the monthly report.

2.08 Service Club Dues. Employer agrees to pay on behalf of Employee Employee's annual dues for membership in any service club of Employee's choice located within Joliet, Illinois.

2.09 Cellular Phone and Technology Devices. At Employee's election, the College agrees to provide to Employee a stipend of \$50.00 per month (\$600 annually) for use by the Employee toward a cellular telephone for the purpose of fostering and maintaining communication between the Employer and Employee. Further, the Employer agrees to purchase on behalf of Employee a lap-top personal computer for the President's office. Said computer shall remain the property of

the College.

2.10 Community Presence. It is the understanding of the parties hereto that any person serving in the position of President of the College is a visible symbol of the College thereby requiring such person to participate in both College and community functions and events. It is important to the College for the President to maintain such a visible presence in the community and therefore Employer reasonably expects such President, as part of Employee's duties to the College, to attend various charitable and service events in order to promote the College. Therefore, subject to review by the Employer, Employer agrees to pay for tickets to such College and local community events for Employee and spouse. The Employer shall have a continuing oversight in order to assure Employer that such attendance at College and community events is utilized in a judicious manner.

2.11 Withholding. All salary and other payments described in this Contract shall be subject to withholding for federal, state or local taxes, amounts withheld under applicable benefit policies or programs and any other amounts that may be required to be withheld by law, judicial order or otherwise.

2.12 Retirement Plan Contribution: Employer shall pay to into Employee's 403(b) or 457 Plan an amount equal to 5% of Employee's annual salary on the anniversary date of Employee's employment with Employer for each year employed or prorated upon termination of employment pursuant to Section 4.

2.13 Moving and Scouting Expenses. Employer shall pay to Employee moving expenses. Employee shall collect three bids for moving and the Employer shall pay an amount no more than the lowest of the three bids upon Employee's submission of a final bill. Further, Employer shall pay to Employee travel expenses incurred by Employee for two scouting trips pursuant to the College's travel expense policy. One of the two scouting trips shall include Employee, Employee's spouse, and their five children. The second scouting trip shall include Employee and Employee's spouse.

ARTICLE 3. Evaluation.

3.01 Employer and Employee agree that annually they shall mutually discuss and evaluate their working relationship, rapport and understandings on or before the first day of November of each year of the contract pursuant to 110 ILCS 805/3-75. The Employee's performance shall be reviewed and appraised by the Employer and an annual written evaluation of such performance given to the Employee. After such evaluation, the Employer and Employee shall schedule a meeting to review the evaluation and determine, if necessary, the terms and conditions of the continued future employment of Employee.

3.02 Renewal. Although neither of the parties hereto are obligated to renew or otherwise continue the terms and provisions of this contract after the date of termination, Employer agrees to review with the Employee on or before one year prior to the termination date of this Contract, the viability of continuing this contract for a term mutually agreeable to the parties. This provision shall not in any way be interpreted to obligate the Employer to continue this contract for an additional term whether or not such discussion may occur.

ARTICLE 4. Termination of Employment.

4.01 Termination. Notwithstanding any other provision of this Contract, Employee's employment shall terminate at any time before the expiration of the terms specified in Section 1.02 above, as follows:

A. Mutual Contract. This Employment Contract may be terminated at any time by written agreement of the Parties.

B. Inability to Perform the Essential Functions of the Position. The Employer may terminate this Employment Contract for reasons of disability or incapacity of Employee which renders Employee unable to perform the essential functions of the position without reasonable accommodations. All obligations of Employee to the Board shall cease upon written notice of termination for inability to perform the essential functions provided that Employee shall be

entitled to a hearing before the Board if Employee so requests. The Employer reserves the right to require Employee to submit to a medical examination, either physical or mental, whenever Employer believes that Employee is unable to perform the essential functions of the position. Such examination shall be performed by a physician licensed to practice medicine in all of its branches in the State of Illinois who is selected and paid by the Employer. Provided that notwithstanding the foregoing, the Employer shall have the right to terminate Employee's employment if Employee is unable to perform the duties assigned to Employee by the Employer because of disability, injury or illness whenever such inability to perform Employee's duties has existed for a total of ninety (90) days in any consecutive six (6) month period or one hundred twenty (120) nonconsecutive days within a consecutive twelve (12) month period.

C. Termination as a Result of Employee's Death. The obligations of Employer to Employee pursuant to this Contract shall automatically terminate upon Employee's death.

D. Termination for Reasonable Cause. Employee's employment may also be terminated by Employer at any time upon prior written notice upon a showing of "reasonable cause" following a hearing before the Board to discuss such reasonable cause. Should Employee be terminated by Employer for "reasonable cause" no further compensation will be paid to Employee.

(1) "Reasonable cause" shall be defined for the purposes of this Contract as being:

(a) Any act or omission which reasonably constitutes fraud, gross negligence, willful misconduct or recklessness, including, but not limited to the willful violation of Employer's policy and personnel manual or other employment regulations, and which is directly or indirectly detrimental to Employer's best interest;

(b) Inattention to, neglect of, or any other failure to competently perform any assigned duties after receiving written notice and a reasonable opportunity to cure;

(c) Any act that constitutes a felony under the laws of the State of Illinois or the United States; or

(d) Breach of any material portion of this Contract;

(2) Reasons for discharge for reasonable cause shall be given in writing to Employee, who shall be entitled to notice and hearing before the Board to discuss such causes. If Employee chooses to be accompanied by legal counsel, Employer shall bear any costs therein involved. Any Board hearing shall be conducted in closed session.

(3) In the event Employer determines to initiate negotiation with Employee with respect to termination of this contract, Employee agrees to negotiate with Employer and shall endeavor to settle in writing any and all claims and demands which may arise from or be connected with such discharge. If no settlement may be mutually reached after a reasonable period of negotiations, the President hereby agrees to accept, as liquidated damages, a monetary amount not to exceed the compensation due and owing under the remaining term of this Employment Contract, but no event shall such sum be more than 38% of the Employee's salary to be paid in nine (9) or ten (10) equal installments (paid in accordance with the College's regular payroll cycle) to begin after the date of separation. Employer's obligation to pay benefits under this subsection 4.01(I)(D)(3) is expressly conditioned upon Employee's execution and delivery to Employer of a written release and Contract, as drafted at the time of Employee's termination of Employment, which shall include, but not be limited to, the following terms and provisions:

(a) An unconditional release of all rights of any claims, charges, complaints, causes of action, proceedings, privileges, grievances, known or unknown to Employee, against Employer, its affiliates or assigns, through the date of Employee's termination of employment;

(b) A representation and warranties that Employee has not filed or signed any claims, charges, complaints, causes of actions, or grievances against Employer, the College, or any of its Trustees, Officers, employees, agents, attorneys or affiliated organizations or assigns.

(c) A Contract not to use, disclose or make copies of any confidential information of Employer, as well as to return any such confidential information and property to

Employer upon execution of release.

(d) A Contract to maintain the confidentiality of the release; and

(e) A Contract to indemnify Employer, College, Trustees, officers, employees, agents, attorneys or its affiliated organizations or assigns ("Releasees") in the event that Employee breaches any portion of the Employment Contract or release.

E. Termination Without Cause. Either the Employer or Employee may terminate this contract without cause upon tendering in writing a notice to the other party no less than 90 days (ninety days) days prior to the date of the termination without cause. Upon the election of either party to terminate this contract pursuant to this provision, the date of termination shall be the last date of employment for the Employee and the Employer shall pay to the Employee severance in an amount equal to 20 weeks (140 calendar days) of base salary and benefits paid out in nine (9) or ten (10) equal instalments (paid in accordance with the College's regular payroll cycle) to begin after the date of separation.

F. No Admission. Employee acknowledges such a resolution and release shall not be construed as an admission by Employer or any other Releasee of any wrongdoing whatsoever against Employee, and all of the Releasees specifically deny any such wrongdoing.

ARTICLE 5. Miscellaneous.

5.01 Assignment. Employee and Employer acknowledge and agree that the covenants, terms and provisions contained in this Contract constitute a personal employment Contract, and the rights and obligations of the parties thereunder cannot be transferred, sold, assigned, pledged or hypothecated.

5.02 Entire Contract. This Contract contains the entire Contract between the parties with respect to the subject matter hereof and may not be modified, except in writing signed by the parties hereto. Furthermore, the parties hereto specifically agree that all prior Contracts, whether

written or oral, relating to Employee's employment by the Employer shall be of no further force or effect from and after the date hereof.

5.03 Severability. If any phrase, clause, or provision of this Contract is declared invalid or unenforceable by a court of competent jurisdiction, such phrase, clause, or provision shall be deemed severed from this Contract, but will not affect any other provision of this Contract, which shall otherwise remain in full force and effect. If any restriction or limitation in this Contract is deemed to be unreasonable and unduly restrictive by a court of competent jurisdiction, it shall not be stricken in its entirety and held totally void and unenforceable but shall be deemed rewritten and shall remain effective to the maximum extent permissible within the law.

5.04 Notices. All notices to be given under this Employment Contract shall be in writing and shall be delivered personally, or sent by overnight courier and addressed as follows, or deposited in the United States Mail, certified or registered mail, return receipt requested, postage prepaid, addressed as follows:

If to the Employer:	Joliet Junior College Board Chairman 1215 Houbolt Road Joliet, Illinois 60431 Attn: Chairman of the Board of Trustees
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With a copy to:	Bryan W. Kopman KGG, LLC 111 N. Ottawa Street Joliet, Illinois 60432
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If to Employee:	Dr. Clyne G. H. Namuo 4522 East Amberwood Drive Phoenix, AZ 85048
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Notice by overnight courier shall be deemed to be given on the first business day after deposit with the overnight courier. Notice by mail shall be deemed given on the second day after deposit in the United States Mail as aforesaid.

5.05 Attorneys' Fees. If any party commences a legal proceeding to enforce any of the terms of this Contract, the prevailing party in such action shall have the right to recover reasonable attorneys' fees, court costs and expert fees from the other party to be fixed by the court in the same action.

5.06 Waiver. The waiver by the Employer or Employee of any breach of any term or condition of this Contract shall not be deemed to constitute the waiver of any other breach of the same or any other term or condition hereof.

5.07 Governing Law. This Contract and the enforcement thereof shall be governed by and controlled in all respects by the laws of the State of Illinois, without giving effect to any choice of law rules that would require the application of the laws of any other jurisdiction, and any venue for any litigation regarding this Contract shall be in the Circuit Court of the Twelfth Judicial Circuit, Will County, Illinois.

5.08 No Conflicting Obligations or Use. Employee represents and warrants to Employer that Employee's execution of this Contract and the performance of the terms and conditions contained herein does not constitute a breach of any Contract to which Employee is a party.

5.09 Tenure. By the execution of this Contract, Employee waives any right to tenure in the College by entering into this multi-year contract and any conditions thereto.

IN WITNESS WHEREOF, the parties have executed this Contract on the ___ day of June, 2024.

EMPLOYEE:

By: _____
Dr. Clyne G. H. Namuo

EMPLOYER:

Board of Trustees of Illinois Community College
District No. 525, Counties of Will, Grundy,
Livingston, Cook, Kendall, LaSalle and Kankakee,
State of Illinois

By: _____
Board Chair

Attest: _____
Board Secretary