

INTERIM PRESIDENT AGREEMENT

AGREEMENT made this 31st day of March 2020, between the BOARD OF TRUSTEES OF COMMUNITY COLLEGE DISTRICT NO. 515, Counties of Cook and Will, State of Illinois, commonly known as Prairie State College (“Board”) and THOMAS D. SABAN, Ph.D. (“Interim President”). The Board and the Interim President may hereinafter be referred to separately as a Party and jointly as the Parties.

NOW, THEREFORE, in consideration of the foregoing, the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

A. EMPLOYMENT AND COMPENSATION

- 1(a). Term of Employment. The Board hereby temporarily employs the Interim President commencing on the 1st day of April 2020 and terminating on the 31st day of March 2021, unless terminated earlier as set forth in Section E herein.
- 1(b). Salary. The Interim President will continue to receive his current salary amount as the Vice President of Finance and Administration (\$163,996.00) plus a monthly stipend of two thousand five hundred eighty-four and no/100 U.S. dollars (\$2,584.00) for the additional duties and responsibilities he assumes as Interim President. Said amounts shall be paid in equal installments according to the payroll dates in effect for other senior level administrators, with such deductions as may be required by law and as may be agreed upon between the Board and the Interim President, and the Interim President hereby accepts employment upon the terms and conditions set forth in this Agreement.
2. SURS Contributions and Indemnification. The annual salary stated in paragraph A.1(b). of this contract includes a contribution by the Board on behalf of the Interim President to the Illinois State University Retirement System (“SURS”) in an amount equal to the Interim President’s required contribution to such retirement system. The Interim President does not have any right or claim to said amount

contributed by the Board on his behalf except as it may become available at the time of retirement or resignation from the Illinois SURS. Both parties acknowledge that the Interim President did not have the option of choosing to receive the contributed amounts directly, instead of having such contributions paid by the Board to the Illinois SURS, and that such contributions are made as a condition of employment to secure the Interim President's future services, knowledge and experience.

3. Extensions of and Other Amendments to Agreement. Any salary or other adjustment or modification made during the term of this Agreement will be in the form of a written amendment to be attached to and made a part hereof, but such adjustment or modification will not be construed as a new Agreement with the Interim President, nor as extending the termination date of this Agreement, except as explicitly agreed in such writing.

B. BENEFITS

1. Health/Disability Benefits. The Board will continue to provide the Interim President with the health and disability benefits program provided to all full-time senior level administrative employees, including payment of required premiums for health, medical and dental insurance for the Interim President and dependent members of his family as defined by the insuring conditions of the company then insuring employees of the Board and their dependents, under the plan(s) of health, medical and dental insurance as maintained or offered by Prairie State College for its employees from year to year.
2. Paid Vacation, Sick Leave and Other Leave. Except as otherwise provided in this Agreement, the Interim President shall continue to receive paid vacation, sick leave, bereavement, and other paid or unpaid leave as provided by Board policy for other Prairie State College administrators, or as required by law. The Interim President shall notify the Board of any planned vacation and shall obtain pre-approval of the

timing of vacations which exceed five (5) consecutive working days. Scheduled spring, summer and winter recess periods shall constitute workdays unless the Interim President specifically takes them as vacation days. During the winter recess period, when the Prairie State College campus is closed to normal business operations other than security and maintenance, the Interim President shall have reasonable additional appropriate flexibility to perform his administrative responsibilities at such locations as may be effective and convenient. Except as otherwise provided herein, vacation must be taken within the fiscal year (July 1 to June 30) of the Agreement in which it is earned.

3. Automobile and Related Expenses. The Board will provide the Interim President with a suitable leased automobile for his use in performing his duties on behalf of Prairie State College, and will provide payment for necessary maintenance, operation and insurance costs incurred in the use and maintenance of said automobile and Prairie State College business travel, including, but not limited to an automated highway toll device and motor fuel. The Chair of the Board is authorized to approve the specific vehicle lease or purchase on behalf of the Board. The Interim President shall maintain documents substantiating business use of such automobile in District 515 administrative offices. Use of such automobile not substantiated at the end of each calendar year as business use, shall be considered personal use and reported by the Board as taxable compensation using the U.S. Internal Revenue Service then-applicable Standard Mileage Rate.
4. Reimbursement for Business Expenses; Professional Dues. The Interim President shall be entitled to reimbursement for reasonable business expenses incurred in the exercise of his duties as Interim President and in promoting and advancing the interests of Prairie State College.
5. Stipend to Defray Expenses of Community Involvement. One of the Interim President's primary responsibilities is to promote the visibility and interests of Prairie State College by participating in civic activities in

the communities it serves. In recognition thereof, the Interim President shall receive an annual stipend of four thousand seven hundred fifty and no/100 U.S. dollars (\$4,750.00) for such purposes at the outset of each fiscal year. Said stipend will be paid within the first month of each fiscal year. Said stipend will be treated for tax purposes as taxable income.

6. Attendance at Professional Meetings. The Interim President is encouraged to attend professional meetings at the state and national level as approved by the Board, and the Board will pay him documented reasonable expenses incurred in such attendance. Meeting attendance which is anticipated to entail expenses in excess of seven hundred fifty and no/100 U.S. dollars (\$750.00) shall be approved in advance by the Board.
7. Annual Medical Examination. As a condition precedent to this contract, and within a reasonable time thereof, the Interim President shall have a comprehensive physical examination by a physician licensed to practice medicine in all of its branches mutually agreed upon by the parties. The Board shall pay the costs of such examination and shall receive a written evaluation by the attending physician certifying that the Interim President is fit to carry out the duties of the position prior to this Agreement becoming effective. Thereafter, the Interim President shall have, at Board expense, not to exceed one thousand and no/100 U.S. dollars (\$1,000.00), an annual comprehensive medical examination by a physician licensed to practice medicine in Illinois in all of its branches. The Interim President shall thereafter submit a statement to the Board from the physician regarding the results of the medical examination in relation to Interim President's ability to continue to perform his job duties.
8. Communication Device(s) Stipend. The Board will provide an annual technology stipend of three thousand eight hundred and no/100 U.S. dollars (\$3,800.00) for business use of the Interim President's electronic device(s) he uses to tether himself via technology to Prairie

State College. Said stipend will be paid within the first month of each fiscal year.

9. Other Administrative Benefits. The Interim President shall be allowed such other privileges, leaves and fringe benefits as are commonly extended to other administrative personnel.

C. POWERS AND DUTIES

1. Generally. During the term of this interim appointment, the Interim President will possess all the powers and duties of the President. The Interim President will retain his position as the Vice President of Finance and Administration. The Interim President shall serve as the Chief Executive Officer for Prairie State College reporting to the Board and in that capacity shall have day-to-day authority for internal management of Prairie State College as delegated by the Board and in accordance with the requirements of the Illinois Public Community College Act, and shall perform such other additional duties as directed by the Board and/or Board Chairman.
2. Summary Description of Duties. The Interim President will be responsible, directly and through direction of other administrative personnel, to:
 - a. Provide leadership for academic excellence;
 - b. Administer the College's instruction, student services, and business affairs;
 - c. Periodically direct a review of Board policies;
 - d. Promote the positive image of the College in communities it serves;
 - e. Foster sound working relationships with other governmental entities;
 - f. Endeavor to maintain high standards of professional behavior and services to students and the public by employees;
 - g. Serve as the Board's designated representative in employer-employee matters;
 - h. Annually evaluate administrative employees reporting directly to him and participate in evaluation of other employees as appropriate; and
 - i. Manage and control College property and enter into contracts on the College's behalf as authorized by the Board.

3. Full-time Attention to Position. The Interim President will devote his full working time, attention, and energy to the business of Prairie State College and related professional activities. Subject to prior approval of the Board, the Interim President may accept outside professional responsibilities or consultative engagements which do not pose a conflict of interest with his responsibilities to Prairie State College.

D. EVALUATION

At any time during the term of this interim appointment, the Board, in its sole discretion, may evaluate the performance of the Interim President and discuss the performance or employment of the Interim President.

E. TERMINATION

1. Basis for Termination. This Interim President's Employment Agreement may be terminated by:
 - a. Mutual agreement as provided in paragraph E.2.;
 - b. Discharge for cause as provided in paragraph E.3.;
 - c. By the Interim President as provided in paragraph E.4.;
 - d. By the Board as provided in paragraph E.5.; or
 - e. Death.
2. Mutual Agreement. If the Board and the Interim President mutually agree that it is in the best interests of Prairie State College for the Parties to terminate this Agreement without cause, or another interim president or permanent successor is appointed and qualified by the Board, then the Interim President will resign the post of interim president within a reasonable period of time of that joint decision and continue to serve in his role of Vice President of Finance and Administration. Following such resignation, this Agreement shall become null and void and all compensation, including stipends, and benefits shall revert to the amounts received prior to the appointment as interim president.
3. Discharge for Cause.

Although the Board anticipates a mutually rewarding employment relationship with the Interim President, the Board may terminate the Interim President's employment at any time for Cause. For purposes of this Agreement, "Cause" means any of the following, as determined by a majority vote of the Board:

- a. Interim President's conviction or plea of *nolo contendere* to a felony or a misdemeanor involving fraud, misappropriation, embezzlement, or moral turpitude; or
- b. Acts or omissions constituting gross negligence, recklessness or willful misconduct on the part of the Interim President with respect to the Interim President's obligations to Prairie State College or otherwise relating to the business of Prairie State College; or
- c. The Interim President's fraud or dishonesty in connection with the Interim President's performance of duties, which has a materially detrimental effect on Prairie State College; or
- d. A material breach by the Interim President of any material provision of this Agreement, which shall include, without limitation, any act or omission which would be deemed a violation of the Board's Policies and Procedures; or
- e. The Interim President's conduct, actions, or failure to act by the Interim President which is materially detrimental to the best interests of Prairie State College; or
- f. The Interim President's inappropriate relations/interactions with students and/or employees of Prairie State College that could expose the College to liability.

For purposes of this Section E.3, no act or failure to act on the Interim President's part shall be deemed "willful," unless done or omitted by the Interim President, done in bad faith, or done without the reasonable belief that the Interim President's action or failure to act was in the best interests of Prairie State College.

Before the Board may terminate the Interim President for Cause,

the Board must: (a) give written notice to the Interim President providing him with reasonable detail of the conduct or event constituting Cause (“Cause Notice”); and (b) provide the Interim President with the opportunity to be heard by the Board and present evidence relating to such cause or lack of such cause; and (c) give the Interim President fifteen (15) calendar days, following his receipt of the Cause Notice, to cure the conduct or event, if subject to cure. If the Interim President would like to be heard by the Board, he must request the same in writing within fifteen (15) calendar days of his receipt of the Cause Notice. Any Board hearing so requested by the Interim President will be conducted in closed session commencing on a date no more than thirty (30) calendar days after receipt of the Interim President’s Request for Hearing. The Interim President may at his election and expense be represented by legal counsel at such hearing. After said hearing, the Board may discharge for Cause (as defined above) or impose other appropriate discipline, on a majority vote of the Board. The Board shall have the right in its discretion to place the Interim President on paid administrative leave pending such hearing and any final Board action following such hearing.

4. Termination by Interim President. The Interim President may terminate this Agreement at any time for any reason upon sixty (60) days’ written notice to the Board. In the event of such termination, the Interim President shall be paid at the same salary and with the same normal benefits for work performed until the date of termination, and the Board shall not be responsible for any further payments to the Interim President after the date of termination, except as otherwise provided herein. Upon receipt of such notice by the Board, the Board Chair will review the terms of this Agreement with Prairie State College’s Director of Human Resources to certify the amount (if any) of benefits accrued and owing to the Interim President hereunder. Thereafter, the Interim President will continue to be employed by the College as the Vice President of Finance and Administration. Following such termination,

this Agreement shall become null and void and all compensation, including stipends, and benefits shall revert to the amounts received prior to the appointment as interim president.

5. Termination by Board. The Board may terminate this Agreement at any time for any reason upon fifteen (15) days' written notice to the Interim President. In the event of such termination, the Interim President shall be paid at the same salary and with the same normal benefits for work performed until the date of the early termination. Thereafter, the Interim President will continue to be employed by the College as the Vice President of Finance and Administration. Following such termination, this Agreement shall become null and void and all compensation, including stipends, and benefits shall revert to the amounts received prior to the appointment as interim president.
6. Consolidated Omnibus Budget Reconciliation Act (COBRA) Benefits. Regardless of the circumstances of the separation of the Interim President from employment, Prairie State College will provide COBRA benefits to the Interim President, except where prohibited by Federal and/or State law.

F. MODIFICATIONS AND AMENDMENTS

No modification or amendment of this Agreement will be valid or binding on the parties unless it is in writing and executed by the Board and the Interim President. The Board Chair shall notify Prairie State College's Director of Human Resources of any alterations, amendments, changes or additions to the Agreement.

G. NOTICE

Any notice required to be given under this Agreement will be deemed sufficient if it is in writing and sent by certified and regular U.S. mail to the last known residence of the Interim President (if he is the intended recipient of the notice), or of the Board Chair (if the Board is the intended recipient).

H. MISCELLANEOUS

1. Applicable State Law and Judicial Venue. This Agreement has been executed in the State of Illinois, and will be governed in accordance with the laws of the State of Illinois in every respect and any dispute arising out of this Agreement requiring judicial intervention will be resolved in the courts of the State of Illinois.
2. Titles For Convenience Only. Paragraph headings and numbers have been inserted for convenience of reference only. In the event of any conflict between any such headings or numbers and the text of this Agreement, the text will control.
3. Execution in Counterparts. This Agreement may be executed in one or more counterparts each of which will be considered an original, and all of which taken together will be considered one and the same instrument.
4. Integration Clause. This Agreement contains all the terms agreed upon by the parties with respect to its subject matter, and supersedes all prior agreements, arrangements, and communications between the parties, whether oral or written, concerning such subject matter.
5. Severability. If a court having jurisdiction issues a final decision declaring any provision of this Agreement to be unlawful or unenforceable, all other provisions of the Agreement will remain in force and effect.

(Signature Page to Follow)