

AMENDED EMPLOYMENT CONTRACT

THIS AMENDED EMPLOYMENT CONTRACT, made and entered into at Champaign, Illinois, as of this 1st day of January, 2023, by and between the BOARD OF TRUSTEES OF COMMUNITY COLLEGE DISTRICT NO. 505 (PARKLAND COLLEGE) COUNTIES OF CHAMPAIGN, COLES, DEWITT, DOUGLAS, EDGAR, FORD, IROQUOIS, LIVINGSTON, MCLEAN, MOULTRIE, PIATT, VERMILION AND STATE OF ILLINOIS, herein "Board", and DR. PAMELA LAU, herein "Lau." WITNESSETH, the parties have agreed as follows:

SECTION ONE

EFFECTIVE DATE

1.1 This Amended Employment Contract is effective as of January 1, 2023, and it supplants, supersedes and replaces all prior verbal or other agreements, amendments to and/or revisions thereof.

SECTION TWO

TERM

2.1 In consideration of the mutual promises and agreements herein contained, Board hereby appoints and employs, and Lau hereby accepts appointment and employment as President of Community College District No. 505 (Parkland College), Executive Officer of the Board and Chief Administrative Officer for a term commencing at 12:01 A.M. on January 1, 2023, and terminating at midnight on December 31, 2026, unless terminated sooner or extended as herein provided.

2.2 The same provisions shall be applicable to any and all additional years and/or contractual extensions and/or terminations.

SECTION THREE

DUTIES

3.1 Lau shall have all the duties and perform all the work and services contained in this Contract and as may be required by law or as are provided for in the Policy Manual of the College heretofore promulgated by the Board (as the same are now in force or from time to time amended) in the job description of the position of President of the College District; copies of said policy manual and job description have or will heretofore be furnished to Lau. Lau will also perform

such other additional duties as may be assigned to her from time to time by the Board. Such duties shall be of a nature consistent with the duties of the President of a community college or similar organization.

3.2 Lau shall be the College President, Executive Officer of the Board and the Chief Administrative Officer of the College. This Contract shall be classified as an administrative contract in accordance with the Parkland College Board of Trustees Policy Manual (as the same is now in force or from time to time amended) and is subject to all provisions of the Policy Manual of the Board as to where specifically limited or abrogated by the provisions of this agreement. In addition, all applicable laws of the State of Illinois shall also be considered a part of this Contract and embodied herein.

3.3 Lau's duties shall also include, but not be limited to the implementation of the policies, rules and regulations adopted by the Board and the discharge of all duties and responsibilities prescribed by and/or established by the Board from time to time.

3.4 The Board will provide Lau with suitable office space, equipment and such administrative, educational and clerical, faculty and staff as available funds allow and as may be required to further develop and maintain a community college program within the District. Lau will make such recommendations to the Board concerning programs, personnel appointments, expenditures and faculty, staff and student regulations which, in her best professional judgment, are necessary or desirable for the maintenance of the College programs. Final approval of the Board is required prior to the implementation and commencement of programs, the appointment of personnel, the incurring of financial obligations, adoption of regulations and the implementation of other matters of policy. Lau will make regular reports to the Board of the status of the College programs and submit her recommendations for its improvement. Lau will provide the Board with such additional information as the Trustees may reasonably request from time to time.

3.5 Lau shall, as long as this Contract or any extension thereof is in full force and effect, be entitled to use and go under the title of "President of Parkland College" or any acceptable derivative thereof.

3.6 Lau shall not, without the written consent or authorization of the Board, execute any contract whatsoever which affects the College or Board, in writing or oral, in her own name, as President, or in the name of the Board of Trustees of Parkland College.

3.7 During the term of this Contract, Lau shall give reasonable notice to the Chairman of the

Board if she is to be absent from her duties for an extended period of time.

SECTION FOUR

COMPENSATION AND FISCAL CONSIDERATIONS

4.1 Effective January 1, 2023, through and including December 31, 2026, the Board shall pay Lau a minimum base gross annual salary as follows:

- (a) Notwithstanding anything to the contrary contained herein, for the period of January 1, 2023, through and including December 31, 2026, the Board shall pay Lau a base annual salary of \$300,000.00. Lau shall be paid on the same date and/or dates as other College Administrators are paid.
- (b) Any adjustments to Lau's salary will be reviewed on an annual basis. Unless agreed to in writing by the parties.

4.2 The parties further agree that as part of the gross compensation paid to Lau, the Board shall do or cause to be done the following:

- (a) Board shall, at its sole cost and expense during the term of this Contract, and if Lau is insurable, pay the premiums on and provide term insurance on the life of Lau in the amount of \$500,000.00. The insurance policy shall contain a double indemnity clause. Lau shall have the right to designate the beneficiaries, owner or owners of said policy or policies and the issuing companies shall be mutually acceptable to all parties. The parties agree to execute any and all documents which may be necessary to carry this provision into full force and effect; provided, however, that in no event shall the minimum amount of such insurance be more than \$500,000.00. Lau may, at her sole cost and expense, purchase additional amounts of insurance.
- (b) The Board will pay or reimburse Lau for such reasonable amounts, if any, that she pays to SURS (State Universities Retirement System) as and for her retirement. Such payment or reimbursement shall be made on a monthly basis unless the parties mutually agree otherwise in writing.
- (c) Provide Lau with a monthly personal expense allowance of \$1,000.00.
- (d) Provide Lau with an annual vehicle expense reimbursement allowance in the amount of \$7,500.00 and, in addition thereto, Board shall reimburse Lau for all

reasonable gasoline expenses Lau incurs while operating said vehicle.

- (e) Provide Lau with a Parkland College corporate credit card or similar card at the option of College to which Lau may charge and obligate her reasonable, usual and customary College, corporate, business and entertainment expenses which Lau may incur in connection with her service as President of the College. Expenses charged to such credit card shall be accounted for separately and shall be submitted to the Chief Financial Officer or its successor office or officer of the Community College District for review prior to being reported to the Board at its next regular meeting.
- (f) Board shall furnish Lau, at no cost to her, individual coverage of hospital, surgical, and major medical insurance (including psychiatric and counseling) as defined in the health plan which is provided the PAE members. In addition, the Board shall pay the same premium charged to Lau in the event she enrolls for family coverage in the basic health plan as it pays for all other employees.
- (g) Board will provide dental insurance for Lau at no expense to her. In addition, the Board will pay the same premium as it pays for all other employees in the event she desires family coverage.
- (h) Board shall provide travel and accident insurance coverage for Lau on a twenty-four (24) hour basis while acting in the course of her employment as President and Executive Officer of the College. This insurance will be valid whether either using a personal automobile or public conveyance, or riding as a passenger in an automobile.
 - (1) This insurance does not cover routine travel to and from work. Accidents do not need to be confined to a conveyance but must be incurred while on Board business.
 - (2) Lau is provided with insurance on local Board business trips whether in or outside of the city of her residence.
 - (3) Pilots or crew members in any civil or military aircraft are not covered.
 - (4) Coverage is not provided to Lau while on vacation or leave of absence.
 - (5) The aggregate list of indemnity shall not exceed \$500,000.00 for all insured involved in any one accident.

- (i) Board retains the right to change insurance carriers or otherwise provide for coverage with respect to any of the above benefits as long as the level of benefits remain substantially the same.
- (j) In order to implement Section 3.4 above, the Board agrees to do the following and to furnish Lau with the following:
 - (1) A suitable computer and related components;
 - (2) All necessary computer supplies;
 - (3) Access to the Internet.

All of the above items shall be located in the home of Lau, 1810 Cypress Pointe Ct., Mahomet, IL 61853, or at such other, further or different place where she may permanently or temporarily reside; and

The Board will purchase all computer equipment and supplies and will also repair, replace and maintain all equipment. Such equipment will remain the property of Board. The Board will also pay all Internet charges and Internet related charges. All equipment shall remain the property of the Board.

- (k) Except as may otherwise be provided, all salaries and allowances or other sums payable hereunder shall be paid in equal monthly installments of 1/12 the total thereof, or as otherwise provided herein or as provided in the documents controlling that aspect of compensation, commencing on the first regular pay day period of the College during the term of this Contract.
- (l) Board shall have the right to deduct from the compensation payable to Lau under the provisions hereof, any employee annuity payments, all federal, state and local taxes, and charges as may now be in effect, or which may be hereafter enacted as charges on the compensation of Lau. Lau may, in writing, authorize other, further or different payroll deductions. It is agreed by the parties that the payment of any and all income taxes shall be the sole and exclusive responsibility and liability of Lau.

SECTION FIVE

LEAVES, VACATION, AND WAIVERS

5.1 This Contract includes twenty-four (24) calendar days of paid vacation for each year hereof. Said vacation may be accumulated to a maximum of fifty-six (56) calendar days during

the term of this Contract. Any unused vacation time in excess of said accumulated days shall be forfeited. The twenty-four (24) vacation days do not include weekends and/or national holidays.

5.2 If Lau is absent because of illness or accident of herself or her immediate family, including her spouse, children, parents, or other members of the immediate household, then she will receive full salary during such absence to the extent of her accumulated sick leave. Lau shall earn twelve (12) days per year of sick leave and eight (8) days per year of personal leave annually.

The days granted for sick leave become available at the beginning of each year of service under this Contract. Unused days will be cumulative without limit as long as Lau is retained by the District; however, days of personal illness will not accrue or accumulate while Lau is on leave of absence.

If extended personal illness of Lau exhausts accumulated days of sick leave, vacation and personal leave, salary deductions will be made thereafter at Lau's daily pay rate. The Board may make written exceptions to this policy in appropriate circumstances.

5.3 Bereavement leave, not to exceed five working days per occurrence, for the death of a member of the immediate family is granted without loss of pay. A single day's bereavement leave is granted for the death of a close friend. Bereavement leave is granted without loss of pay and applies throughout the calendar year. Bereavement leave shall also include a three (3) day allowance for a sister-in-law, a brother-in-law and grandchildren, if any.

5.4 No reduction in salary is made if Lau is required to appear in court as a witness or as a member of a jury.

5.5 For reasons of personal emergency Lau may use up to four days per year of her accumulated sick leave and/or eight days per year of her personal leave. If possible, advance notification for such leave must be given to the Board.

5.6 Attendance at educational meetings and conferences is granted to Lau by the Board without loss of salary. Lau will provide advance notification to the Board Chairman when possible that Lau will be absent on college business.

5.7 Lau will be entitled to enroll in credit and non-credit courses and workshops offered by the College which do not interfere with her scheduled hours of employment. Tuition charges, fees and other course charges will be waived. Fees for courses offered by third party vendors, the aviation program and any new course that has a fee of more than \$100 implemented during the term of this Contract are excluded from this tuition waiver. Enrollments will be made on a space available

basis after all tuition paying applicants have been accommodated. Enrollment is limited to four credit hours a semester or the equivalent; however, Lau may register for a single class of five credit hours.

5.8 The Board shall provide 100% tuition waiver for the spouse and dependent children, if any, of Lau.

SECTION SIX

PROFESSIONAL LIABILITY

6.1 As long as Lau is a direct employee of Board under this Contract and during the term hereof, the Board agrees to defend, hold harmless, and indemnify Lau from any and all demands, claims, suits, actions and legal proceedings brought against her in her individual capacity, or in her official capacity as agent and employee of the Board, provided the incident arose while Lau was acting within the scope of her employment and excluding criminal litigation, to the extent such liability coverage is within the authority of the Board to provide under state law, except that in no case will individual Board members be considered personally liable for indemnifying Lau against such demands, claims, suits, actions and legal proceedings.

The Board shall not, however, be required to pay any costs of any legal proceedings in the event the Board and Lau have adverse interests in such litigation.

SECTION SEVEN

EVALUATION

7.1 The Board will meet with Lau annually by August 31st of each year to review her accomplishments of the prior year and goals for future years. The priorities for presidential leadership that were mutually agreed upon at the commencement of the year will serve as a frame of reference for such evaluation.

SECTION EIGHT

CONTINUING TENURE

8.1 Lau is currently tenured as a professor at the College. She will continue to retain this tenure status while acting in her capacity as President, Executive Officer of the Board and Chief

Administrator of the College. Lau will not be tenured as President, Executive Officer of the Board or Chief Administrator of the College. Her tenure will be limited to that of a professor.

SECTION NINE

TERMINATION

- 9.1 This Contract shall be terminable, other than by expiration of its term, as follows:
- (a) Mutual written consent of the parties;
 - (b) Death of Lau;
 - (c) Incapacity of Lau for a period of one year; provided, however, that any action taken under this provision shall not adversely affect her right to benefits under any College long- term disability insurance plan;
 - (d) Conviction of a felony;
 - (e) Loss of legal qualifications;
 - (f) For cause. Cause shall constitute:
 - (1) disloyal, dishonest or illegal conduct or willful misconduct;
 - (2) refusal or gross failure to comply with the terms and provisions of the Board's policies, rules, regulations, employee handbook or to follow the directives or instructions of the Board, where Lau fails to cure such default or non- performance within thirty (30) days of written notice thereof from the Board or such default or non-performance of a similar nature occurs more than once or is not curable;
 - (3) refusal or gross failure to use her best efforts and/or to devote her entire working time and attention to furthering the business interests of the College where Lau fails to cure such defaults or non-performance within thirty (30) days of written notice thereof from the Board;
 - (4) conduct or performance that materially impacts the College. The President shall first be advised of the Board's concern regarding her performance and given 30 days to remedy same. If the Board determines that the President's performance cannot be remediated and the President does not agree either that the performance concern/issue materially impacts the College or that said performance cannot be remediated, the Board and the President shall

select an arbitrator whose role shall be to determine if the President's termination is for Cause under this paragraph or without cause under paragraph (g) below;

- (5) in the event Lau materially breaches or otherwise fails to perform any material term, covenant or condition of this agreement and fails to cure such default or non-performance within thirty (30) days of written notice thereof from the Board; or
 - (6) if Lau's conduct exposes the Board or the College to potential civil or criminal liability or reflects on the Board or the College in such a manner that the Board believes it is in the best interest to immediately terminate employee.
- (g) The Board may also terminate this Contract at any time, and for any reason, without cause, in which case the College agrees to pay, and the President agrees to accept in satisfaction of all obligations owed to her by the College, a sum of money equal to the compensation that the College would otherwise pay as base salary for the remaining term of this Contract, or for 20 weeks
- (h) , whichever is greater, plus the other benefits, if any, which Lau would have received had Lau remained in office.

SECTION TEN

ASSIGNMENT OF AGREEMENT AND AMENDMENTS

10.1 This Contract is for the personal services of Lau and may not be assigned, in whole or in part, by either party without the prior written approval of the other party. This Contract contains all of the terms and conditions agreed upon by the parties with respect to the subject matter of this Contract, and supersedes all prior agreements, arrangements and communications between the parties concerning such subject matter, whether oral or written. No amendment to this Contract is effective unless it is set forth in writing, signed by both parties, and attached hereto.

SECTION ELEVEN

NOTICES

11.1 All notices required or permitted to be sent hereunder are to be in writing, and shall be considered provided when delivered in person or when the same shall be deposited in the United States Mail and sent by registered or certified mail, with return receipt requested, and proper postage affixed thereto, as follows:

1. Notices to the Board:

Secretary
Board of Trustees of Community College District No. 505
(Parkland College)
Room U330
2400 West Bradley Avenue
Champaign, IL 61821-1899

2. Notices to Lau:

Dr. Pamela Lau
President's Office
Parkland College
2400 West Bradley
Champaign, IL 61821-1899

and also:

Dr. Pamela. Lau
[REDACTED]
[REDACTED]

SECTION TWELVE

MISCELLANEOUS

12.1 This Contract shall be construed and interpreted in accordance with the laws of the State of Illinois.

12.2 Jurisdiction and venue of any and all legal proceedings involving this Contract shall be in Champaign County, Illinois.

12.3 All prior offers, acceptances, oral representations, agreements and writings between the parties heretofore made are merged herein and shall be of no force or effect unless contained in this Employment Contract.

12.4 In the event that one or more portions of this employment Contract are declared invalid by a court of law or other body, such declaration shall not affect the remaining provisions hereof.

12.5 Time is the essence of this Contract and all of the agreements contained herein shall be binding upon the successors of the Board. This Contract shall be binding upon Lau, her heirs and representatives.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written.

COMMUNITY COLLEGE DISTRICT NO. 505
(PARKLAND COLLEGE) COUNTIES OF
CHAMPAIGN, COLES, DEWITT, DOUGLAS
EDGAR, FORD, IROQUOIS, LIVINGSTON,
MCLEAN, MOULTRIE, PIATT, VERMILION
AND STATE OF ILLINOIS

DocuSigned by:
James Voyles
By: James Voyles
James Voyles, Chairman

DocuSigned by:
Maureen M. Banks
Attest: Maureen M. Banks
Secretary

(SEAL)

DR. PAMELA LAU:

DocuSigned by:
Pamela Lau
Pamela Lau
Dr. Pamela Lau

Krystal Garrett
Witness to Signature of Dr. Pamela Lau