

EMPLOYMENT CONTRACT WITH DR. LYNETTE D. STOKES

THIS AGREEMENT, entered into on the 12th day of April, 2018 and effective as of the 1st day of October, 2018, by and between the **BOARD OF TRUSTEES OF COMMUNITY COLLEGE DISTRICT NO. 510, COUNTY OF COOK AND STATE OF ILLINOIS (SOUTH SUBURBAN COLLEGE)**, a body politic and corporate, hereinafter referred to as the "Board," and **DR. LYNETTE D. STOKES**, hereinafter referred to as "Stokes";

WITNESSETH:

WHEREAS, the Board desires to employ Stokes as President of South Suburban College, and Stokes desires to be employed by the Board in such capacity;

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES, it is agreed by and between the Board and Stokes as follows:

1. TERM OF AGREEMENT

The term of this Agreement is from, October 1, 2018 to October 1, 2021, both dates inclusive, unless sooner terminated as provided herein.

2. AUTHORITY AND ACCOUNTABILITY OF THE PRESIDENT

During the term of the Agreement, Stokes is to serve as President and Chief Executive officer of South Suburban College, and will 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 President of a Community College, as specified by Illinois law, rules, regulations and accepted State practices.

The Board will provide Stokes with office space, equipment and such administrative, educational and clerical faculty and staff as may be required to develop and maintain a community college program within the District. Stokes 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 program.

The Chairman of the Board shall be the individual to whom the President reports informally between Board meetings. Final approval of the Board is required prior to the commencement of programs, the appointment of permanent full-time personnel and the payment of financial obligations, adoption of regulations and the implementation of other matters of policy. Stokes will make regular reports to the Board of the status of the College program and submit her recommendations for its improvement. Stokes will provide the Board and its members with such information as they may reasonably request from time to time.

3. BOARD AUTHORITY

The Board may adopt rules and regulations from time to time, and, to the extent that such rules and regulations are not inconsistent with the provisions of this Agreement, Stokes will abide by them.

4. SERVICES OF THE PRESIDENT

Stokes will devote her entire time, attention and energies to her employment during the term of this Agreement, and will not engage in any other business activity, whether for compensation or otherwise. Notwithstanding the provisions of the preceding sentence, however, Stokes may, subject to the giving of prior notice to the Board, on her vacation days, engage in such extra-curricular consulting (including accreditation services) activities, teaching, lecturing, public speaking and professional writing, for compensation or not, that are reasonably related to Stokes' employment as President. Further, subject to prior approval of the Board, Stokes may become a member of the Boards of Directors of corporations, provided such activities or memberships shall not interfere with her responsibilities or conflict with the policies or objectives of the Board. The Board shall not unreasonably withhold consent for any such outside memberships or consulting work by the President which do not interfere with her obligations to the College.

5. ABSENCE NOTICE

During the term of this Agreement, Stokes shall give reasonable notice to the Chairman of the Board if she is to be absent from her duties for an extended period.

6. ANNUAL VACATION

The President shall be entitled to five (5) weeks, i.e., twenty-five (25) working days, annual vacation in addition to College holidays and close-down periods. The President shall be entitled to receive payments annually on the 1st pay period in July for any unused vacation days beyond twenty (20) days, based upon the cash per diem value (annual base salary/250).

7. COMPENSATION AND BENEFITS

In full compensation for her services, the Board will, during the term of this Agreement:

- a. Pay to Stokes for each such year, an annual base salary of ONE HUNDRED SEVENTY EIGHT THOUSAND FIVE HUNDRED AND 00/100 DOLLARS (\$178,500.00) for the first year, and ONE HUNDRED EIGHTY SEVEN THOUSAND FOUR HUNDRED TWENTY FIVE AND 00/100 DOLLARS (\$187,425.00) for the second year, and ONE HUNDRED NINETY SIX

THOUSAND SEVEN HUNDRED NINETY SIX AND 00/100 DOLLARS (\$196,796.00) for the third year. Said annual base salary shall be in the sum reported by the Board to the Federal and State governments for income tax purposes as taxable compensation, and shall be paid to the President in regular payroll installments and with the appropriate deductions made therefrom as required and permitted by law.

- b. The Board shall pay Stokes' required employee State University Retirement System (SURS) contributions on all compensation provided for in paragraphs 7(a), 7(f) and 8 herein under such Act. Said contributions shall be deemed employer contributions pursuant to a non-contributory plan as contemplated by Section 414 (h) of the Internal Revenue Code of 1954 as amended.
- c. Stokes shall also be entitled to all benefits provided by the Board for other administrators employed by the Board, including, but not limited to, all health, vision and life insurance programs. Accordingly, Stokes shall be entitled to the South Suburban College Incentive Plan as provided for in Section 13.7 of the 2010-2012 South Suburban College Faculty Association Agreement and any future enhancements thereto.
- d. The Board shall provide for the President an annual professional medical examination.
- e. The Board shall pay on behalf of the President the annual premiums on a whole life insurance policy in an amount equal to TWO HUNDRED THOUSAND AND 00/100 DOLLARS (\$200,000.00) which policy shall insure the life of the President. The ownership of said policy shall be vested in the President or a trust to be named by the President and upon the termination of this Agreement, the President may continue to pay the premiums of said policy and have the exclusive ownership thereof.
- f. In addition to the above, the Board shall provide a sum of FORTY FIVE THOUSAND AND 00/100 DOLLARS (\$45,000.00) to be used by Stokes, in any manner, including those delineated, but not limited to, the following:
 - (i) payment of the premiums for a long-term disability insurance policy for the President to compensate her for a sum not less than sixty percent (60%) of the President's base salary under this Agreement. Such policy shall insure the President for her occupation in performing the services of this Agreement, and shall not require offsets. The ownership of said policy shall be vested in the President or trust to be named by the President, and upon the termination of this Agreement, the President may continue to pay the premiums for said policy and have exclusive ownership thereof.

- (ii) the purchase of an annuity pursuant to a statutory plan of annuity as permitted under Section 403 (b) of the Internal Revenue Code of 1954 as amended. The premium for such annuity shall not exceed the difference between the sum of THIRTY THOUSAND AND 00/100 DOLLARS (\$30,000.00) and the total of the other Board expenditures provided for in this Paragraph f.
- (iii) educational, civic and governmental expenses.
- (iv) distribution thereof in any other manner, in such residual amounts not to exceed THIRTY THOUSAND AND 00/100 DOLLARS (\$30,000.00) including distribution thereof as additional salary compensation, and shall be taxable for Federal and State purposes, and reported as such. Such payment shall also be reported to SURS as creditable compensation.

8. AUTOMOBILE

The Board shall provide to the President the authority to expend approximately TWENTY ONE THOUSAND AND 00/100 DOLLARS (\$21,000.00) of College funds annually, as and for the purchase or lease of a motor vehicle, and for the full maintenance of said vehicle, including, but not limited to, the costs for gasoline, oil, repairs, licensing, stickers, insurance and such other incidental expenses for keeping the automobile in a safe and usable condition, said vehicle to be used for business and personal use during the term of this contract. The Board may provide, in its discretion, a gasoline credit card for use by the President. The automobile shall remain the sole and exclusive property of the College during the term of the lease. The President shall have the option to purchase this automobile at the end of the term of the lease.

Upon the termination of any automobile lease agreement, at the discretion of the President, she may choose to forgo a new leased vehicle and to purchase her own vehicle. In that case, the Board shall pay to the President the sum of ONE THOUSAND SEVEN HUNDRED FIFTY AND 00/100 DOLLARS (\$1,750.00) per month as reimbursement for, including but not limited to, the costs of maintenance, depreciation, repairs, licensing, stickers, insurance and such other incidental expenses for keeping the vehicle in a safe and usable condition for her use in conjunction with her duties as President.

9. EVALUATION

Between May 1 and June 30 of each year, the Board will meet with Stokes and evaluate her performance and her Agreement. Said Presidential evaluation shall be based upon her accomplishments pursuant to the terms of this Agreement. Further, the personal perceptions and evaluations of the individual Board members shall be utilized in said evaluation.

If the Board, upon such review and evaluation, deems the performance of the President to be satisfactory, then, in that event, upon expressing such satisfaction by the affirmative vote of the Board, this Agreement shall be extended for a period of one (1) additional year, after each such successful and applicable annual evaluation, with an increase in compensation of five percent (5%).

10. TERMINATION BY PRESIDENT

Subsequent to the completion of the full first year of this Agreement, Stokes may terminate this Agreement upon Ninety (90) days notice of termination, by sending written notice thereof to the Board as provided herein, prior to the effective termination date as specified in said notice. In the event Stokes serves such a notice of termination, Stokes shall be entitled to receive the compensation provided for herein until the effective date of termination, as well as compensation for any accrued vacation days. From and after such effective termination date, the Board shall have no further liability to Stokes hereunder.

11. BOARD TERMINATION

The Board may, for any reason whatsoever, determine that this Agreement will not be renewed. If the Board so determines, it shall send written notice thereof to Stokes at least One Hundred Fifty (150) days prior to the termination date of the Agreement that it will not be renewed. In the event of the failure to provide such notification, the Agreement shall be deemed extended for a period of one (1) year, with an increase in compensation as provided in paragraph 9, above.

The Board may terminate this Agreement without cause at any time. The parties acknowledge that the Board retains the sole and unlimited discretion to change the Administration at the College. If the Board chooses to terminate this contract without cause, it will take all reasonable steps to safeguard the professional reputation of the President.

The Board's right of termination under this paragraph may be exercised without any obligation to provide Stokes with a hearing as to such termination. In the event that the Board terminates this Agreement as provided in this paragraph, the Board, as a severance payment, shall:

- a. Commencing with the effective date of such termination, continue to pay Stokes her base salary in effect on the date of such notice, in regular payroll installments, for the remainder of the term of this agreement or for one (1) year, whichever is longer.
- b. During the period of such severance payments, South Suburban College will continue to provide retirement contributions for Stokes as provided in Paragraph 7(b), and Stokes will be included in hospitalization and insurance benefits provided to other administrators (provided that the plans covering Stokes on such date allow therefor). The severance payments provided in this Subparagraph 11(b) are in lieu of all other claims and rights which Stokes has or may have under this Agreement, under existing laws, or under any Board policies, including those pertaining to administrative tenure and as set forth in any rules, regulations or manuals relating to the termination of Agreements.

12. TERMINATION FOR CAUSE

This Employment Agreement shall terminate upon the death of the President and shall be terminable, for just cause, as follows:

- a. Disability;
- b. Any act, omission of duty or conduct by the President of a serious nature which will bring discredit or injury to the reputation of the College, the Board or the President;
- c. Any willful or serious failure by the President, which the Board, in the exercise of prudent judgment, and for good and just cause shown, considers to be material and sufficient for termination.

If the Board of Trustees seeks to terminate Stokes for cause, it shall, acting as a Committee of the Whole, first provide Stokes a hearing, before termination. The Committee of the Whole shall compile and report its findings to the full Board sitting in Board session. The full Board will then accept, reject or amend the recommendations of the Committee as to whether just cause exists to terminate this Agreement. If a majority of the Board determines to terminate this Agreement for just cause, then the Board's obligation to make payments under this Agreement to Stokes shall cease.

On the effective termination date of this Agreement, Stokes will surrender to the Board the possession of her office and any automobile and other equipment owned by the Board. Stokes will not be entitled to office services after such termination date.

13. PROHIBITION ON CONTRACT ASSIGNMENT

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

14. PROFESSIONAL LIABILITY

The Board agrees to defend, hold harmless, and indemnify the President from any and all demands, claims, suits, actions and legal proceedings brought against her to the extent required by law.

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

15. RESIDENCY REQUIREMENT

The Board requires and Stokes agrees to maintain her residency within the jurisdictional limits of District 510. Failure to do so shall result in the automatic termination of this Agreement without further notice to Stokes.

16. NOTICES

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:

A. NOTICES TO THE BOARD:

Chairman of the Board
Board of Trustees of Community College
District No. 510 (South Suburban College)
15800 South State Street
South Holland, Illinois 60473

B. NOTICES TO STOKES:

Dr. Lynette D. Stokes
16861 School Street
South Holland, Illinois 60473

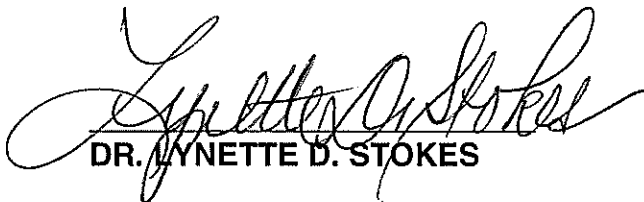
The addresses set forth herein may be changed by the parties from time to time by sending written notice of such changes to the other party.

17. BINDING EFFECT

This Agreement shall be binding upon the parties and upon their heirs, executors, administrators and successors.

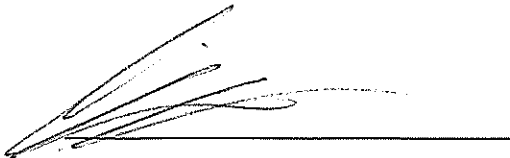
IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the 12th day of April, A.D. 2018.

**BOARD OF TRUSTEES OF COMMUNITY
DISTRICT NO. 510, COUNTY OF COOK
AND STATE OF ILLINOIS
(SOUTH SUBURBAN COLLEGE)**



DR. LYNETTE D. STOKES

BY 
FRANK M. ZUCCARELLI,
CHAIRMAN OF THE BOARD

WITNESS:



WITNESS:


MARTIN LAREAU
CLERK TO THE BOARD