

**AMENDMENT TO PRESIDENT’S EMPLOYMENT AGREEMENT**

This Amendment to the President’s Employment Agreement is executed on this \_\_\_\_ day of \_\_\_\_\_, 2019, by and between the **BOARD OF TRUSTEES OF MCHENRY COUNTY COLLEGE NO. 528, MCHENRY COUNTY, ILLINOIS** (the “Board”), and **DR. CLINTON E. GABBARD** (the “President”). The Board and the President are referred collectively as the “Parties.”

**WITNESSETH**

**WHEREAS**, the President is currently employed under a multi-year contract extending from January 24, 2019 until December 31, 2022 (the “Agreement”); and

**WHEREAS**, after evaluation of the President’s performance during the term of the current Agreement, the Board desires to modify the terms of the Agreement with amendments as stated herein, effective January 1, 2020.

**NOW, THEREFORE**, the Board and the President agree to amend the Agreement as follows, effective January 1, 2020:

1. Paragraph A.1 of the Agreement is hereby amended to modify the term of the Agreement to be from January 1, 2020 through December 31, 2023.
2. Paragraph B.1 of the Agreement is hereby amended to modify the President’s annualized salary to an amount of Two Hundred Sixty Thousand, Eight Hundred and Thirty-One and 48/100 Dollars (\$260,831.48).
3. Paragraph B.2 of the Agreement is hereby amended as follows:

For each subsequent year of this Agreement, commencing on or after January 1, 2021, the President’s annual salary shall be increased by an amount equal to the percent increase in the CPI-U for the twelve month period starting on October 31 of the previous year, plus an additional 3.0%, but in no event will the total annual percent increase in the President’s salary for the year be less than 3.0% over the prior year’s salary or result in any increase of more than 6.0% in total creditable earnings (earnings which comprise the final rate of earnings or FRE for purposes of determining the President’s SURS annuity) over the prior year’s total creditable earnings. For purposes of this provision, the CPI-U shall be the Chicago-Naperville-Elgin IL-IN-WI All Urban Consumers Price Index.

4. Paragraph B.3 of the Agreement shall be amended as follows:

The Board and President acknowledge and agree that the salary and compensation increases granted to the President under this Agreement are

not intended to exceed the SURS cap on end of career earnings. The Board reserves the right to adjust the compensation and/or benefits provided under this Agreement to prevent the Board from exceeding, and/or address the consequences of having exceeded, the SURS cap on end of career earnings.

5. All other terms and conditions of the Agreement shall remain in full force and effect.

**IN WITNESS WHEREOF**, the President and Board have executed this Amendment to the President's Employment Agreement on this \_\_\_\_ day of \_\_\_\_\_, 2019.

**PRESIDENT**

**THE BOARD OF TRUSTEES OF  
MCHENRY COUNTY COLLEGE NO. 528,  
MCHENRY COUNTY, ILLINOIS**

By: \_\_\_\_\_  
Clinton E. Gabbard

By: \_\_\_\_\_  
Chairperson

**ATTEST:**

\_\_\_\_\_  
Secretary