



KANKAKEE COMMUNITY COLLEGE
District 520

January 16, 2019

A special meeting of the Board of Trustees of Kankakee Community College, District 520, was called to order at 12:00 p.m. in the Board Room on campus. Those physically in attendance were:

Mr. Patrick Martin, Chair
Mrs. Catherine Boicken
Mr. Richard Frey
Mr. Jerald Hoekstra
Mr. Brad Hove
Mr. William Orr
Melany Villagomez, Student Representative to the Board

Also attending:

Dr. John Avendano, President
Claire Chaplinski, Attorney
Administrative Staff
Faculty Assn President Steve DePasquale
Mayor Tim Nugent
Local media representatives

There was no public comment. There was no change to the published agenda.

MATTERS OF PERSONNEL

By consent, the Board agreed not to convene to Closed Session. Motion was made by Mr. Hove and seconded by Mr. Hoekstra to approve the employment contract of Dr. Michael Boyd for the position of president of Kankakee Community College for three years, from July 1, 2019 through June 30, 2022, at an initial annualized salary of \$170,000, a copy of which shall be made a part of this motion.

On roll call, the vote was:

AYES: Boicken, Frey, Hoekstra, Hove, Orr, Martin
NAYS: None
ABSENT: Widholm
Motion Carried

Chair Martin noted that Trustee Widholm, who was out-of-town, was in agreement with the vote; therefore, the Board's decision to hire Dr. Boyd was unanimous. Chair Martin thanked the Board and the Advisory Committee. Faculty Assn. Chair DePasquale congratulated Trustee Martin on his appointment as Board Chair. Dr. Boyd thanked the Board and said that he was humbled to be chosen as KCC's seventh president.

ADJOURNMENT

There being no further business to come before the Board, motion to adjourn the Board Meeting at 12:06 p.m. was made by Mr. Frey and seconded by Mrs. Boicken. On voice vote, the motion was unanimously approved.

Respectfully submitted,

Karen Slager, Recording Secretary

Approved:

Chairman

Secretary

President's Employment Contract

This Employment Contract is made and entered into at Kankakee, Illinois, effective July 1, 2019 and approved on January 16, 2019 by and between the BOARD OF TRUSTEES OF KANKAKEE COMMUNITY COLLEGE DISTRICT NO. 520 COUNTIES OF KANKAKEE, IROQUOIS, FORD, GRUNDY, LIVINGSTON, WILL AND STATE OF ILLINOIS, hereinafter referred to as "Board" and Dr. Michael Boyd as President of the Community College District, hereinafter referred to as "President."

WITNESSETH, the parties have agreed as follows:

SECTION ONE: TERM

In consideration of the mutual promises and agreements herein contained, Board hereby appoints and employs, and President hereby accepts appointment and employment as President of Kankakee Community College District No. 520, for a term of three (3) years commencing at 12:01 a.m. on July 1, 2019, and terminating at midnight on June 30, 2022, unless terminated otherwise as herein provided.

It is understood and agreed by and between the parties hereto that due to the nature of the services provided for herein, it would be to the mutual advantage of each of said parties to be notified in writing by the other no later than June 30, 2021, if it is the intention of the party giving notice not to extend the contract for an additional term.

It is also to the advantage of the Board to be notified in writing by the President one year in advance if it is the intention of the President not to honor the balance of the contract term. If such notice is actually received by the Board no later than June 30, 2021, the President shall receive an additional \$10,000 in compensation during the last year of his presidency for providing such notice. If no changes or amendments are provided by either party, this contract shall terminate on June 30, 2022.

SECTION TWO: DUTIES

President shall be the College's President and Chief Executive Officer. President shall have all the duties and perform all the work and services contained in this contract as may be required by law or as are provided by Board Regulations and Policies. The President shall commit all of his professional time, attention, and skill to the performance of his duties.

President'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. To accomplish these duties, the Board will provide the President with office space, equipment, and such administrative, educational, and faculty and staff as may be required to develop and effectively maintain District 520.

The President will make such recommendations to the Board concerning programs; personnel appointments; expenditures; and faculty, staff, and student regulations, which in his best professional judgment, are necessary or desirable for the maintenance of the College program. Final approval of the Board is required prior to the commencement of programs, the appointment

of Faculty and Administrators, the incurring of material financial obligations in accordance with statutory requirements, the adoption of regulations, and the implementation of other matters of policy. The President will make regular reports to the Board of the status of the College programs and submit his recommendations for improvement. The President will provide the Board and its members with such additional information as they may reasonably request from time to time.

During the term of this contract, the President shall give reasonable notice to the Chair of the Board if he/she is to be absent from his duties for an extended period of time. In addition, the President must receive Board of Trustee approval to engage in volunteer or paid associations or consulting which will constitute a regular or significant time commitment. Examples of such commitment would be additional employment with regular compensation, seeking a significant elected position, or the leader of a national association or agency.

SECTION THREE: COMPENSATION AND BENEFITS

The annualized base salary for the 2019-2020 fiscal year will be \$170,000. For each subsequent year of this employment contract, the President's salary shall be increased in an amount to be decided by the Board based upon satisfactory evaluation of performance as determined by the official evaluation procedure.

In addition to the above, the president will receive benefits generally available to all other KCC full-time professional staff. Furthermore, Board shall make provisions for remuneration and compensation of benefits for the President as enumerated below:

1. The Board shall provide the President with the same medical insurance coverage as is customary for full time professional staff.
2. The President will complete an annual physical with the doctor of his choosing. The Board will reimburse the President for expenses which are not paid by the college's health insurance policy and which are incurred in receiving this annual physical examination including the cost of any additional medical tests prescribed in accordance with the annual physical and not covered by the college health insurance.
3. The Board will make a contribution on behalf of the President to the State Universities Retirement System (SURS) in an amount equal to eight percent (8%) of the President's salary in satisfaction of the President's statutory contribution to SURS.
4. The President will receive a car allowance of \$750 per month in lieu of receiving mileage reimbursement at the U.S. Internal Revenue Service applicable standard mileage rate.
5. The Board will pay the actual cost for employee and dependent health care insurance premiums.
6. The President will be reimbursed for the monthly membership for one regular membership to the Kankakee Country Club, and all customary fees assessed related to social membership. Any meals, usage, green fees, or other expenses for the Kankakee Country Club that are related to College or Foundation business may be submitted with monthly expenses as detailed in Section Four.

7. The President may submit expenses to the Board for one community service club membership of his choice, such as Rotary or Kiwanis. Cost related to leadership positions or officer functions of the community service club may be submitted as reimbursable expenses as defined below.
8. The Board will reimburse the President for family dental and optical expenses not to exceed \$1,000 per year.

SECTION FOUR: REIMBURSABLE EXPENSES

The Board shall pay all expenses on behalf of or incurred by President, which are reasonable and necessary to the business of the College, including electronic communication devices such as a college cell phone and laptop computer. The President will be assigned a credit card in the name of Kankakee Community College for use by the President for such purchases and expenses authorized for reimbursement by the Board under the existing terms of this Contract. Any such claim for reimbursement that is received subsequent to the use of said credit card shall inure solely for the benefit and use of the College. The card shall be used for charges in the name of the President relative to his duties as the President or to reimbursements for Board of Trustee meeting and travel expenses. Furthermore, Board shall make provisions for compensation of expenses for the President as enumerated below. For expense reimbursement, the President will submit a monthly list of college-related reimbursable expenses to be reviewed and approved by the Board Chairman or his Board of Trustee designee.

1. The President will be reimbursed for professional travel related to college business, professional development for higher education, or Foundation giving.
2. The President will be reimbursed up to \$1,000 per year for community commitments consistent with the Board's expectations for community involvement.
3. The Board may also pay or reimburse expenses for the President's spouse for college and community functions that the spouse may be expected to attend with the President, but will require prior approval from the Board Chair.
4. The President will be reimbursed for \$1,000 per year for guest golfing to build community and internal relationships for KCC or for the KCC Foundation.
5. When engaged in fundraising for the KCC Foundation, the President will be reimbursed for meals and expenses, including out of state travel (as long as such travel has prior approval from the Board chair).

SECTION FIVE: VACATION AND SICK LEAVE

The contract includes 20 calendar days of paid vacation for each year hereof. Vacation days remaining at the end of the fiscal year may be carried over to a maximum of 56 days or 448 hours, in which vacation leave ceases to accrue on a per pay period basis. President shall be entitled to 13 days per year of sick leave, with accumulation up to 335 days maximum.

SECTION SIX: EVALUATION

The Board will meet with the President no less than annually to review his performance for the prior year. The priorities for presidential leadership that were mutually agreed upon at the commencement of the fiscal year will serve as a frame of reference for each evaluation.

SECTION SIX: CONTINUING TENURE

President shall not be deemed to be granted tenure or continuing employment beyond the terms and length of service described in this contract.

SECTION SEVEN: TERMINATION

Where cause exists, the Board may discharge the President thereby terminating this Agreement, provided the President has been informed of the cause or causes for discharge and has been given an opportunity for a hearing before the Board prior to official action being taken. "Cause" as used herein is defined as conduct, action, or inaction by the President which constitutes substantial breach of this agreement or which would cause the Board of Trustees or College to undergo adverse legal action based on the behavior of the President.

SECTION EIGHT: ASSIGNMENT OF AGREEMENT AND AMENDMENTS

This contract is for the personal services of President 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 NINE: MISCELLANEOUS

This contract shall be construed and interpreted in accordance with the laws of the State of Illinois. Jurisdiction and venue of any and all legal proceedings involving this contract shall be in Kankakee County, Illinois.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal.

By: _____
Kankakee Community College Board Chair

Date Signed

Kankakee Community College President

Date Signed

WITNESS: _____