

## PRESIDENT'S EMPLOYMENT AGREEMENT

THIS AGREEMENT made this 5th day of June, 2018, by and between the Board of Trustees of Kaskaskia College, Community College District No. 501 (hereafter "Board" or "College"), and George Evans (hereafter "President").

### A. EMPLOYMENT

#### 1. Term of Employment

The Board hereby employs the President for three (3) years commencing July 1, 2018 and ending June 30, 2021. The term of this Agreement will not be extended except pursuant to a written mutual agreement of the Board and President which is publicly adopted and approved by the Board in accordance with Section 805/3-65 of the Illinois Public Community College Act.

### B. SALARY

#### 1. Annual Salary

The President will receive an annual salary of One Hundred Sixty Thousand, and 00/100 dollars (\$160,000.00) in each year of this agreement, payable in equal monthly installments and subject to applicable payroll deductions.

### C. BENEFITS

#### 1. SURS Contribution

In addition to the annual salary stated in paragraph B.1 of this Agreement, the Board will make a contribution on behalf of the President to the State Universities Retirement System (SURS) in satisfaction of the President's statutory contribution to SURS. The President does not have any right or claim to this amount contributed by the Board on the President's behalf except as it may become available at the time of retirement from SURS. Both parties acknowledge that the President does not have the option of choosing to receive the contributed amount directly, instead of having such contribution paid by the Board to SURS, and that such contribution is made as a condition of employment to secure the President's future services, knowledge, and experience. If during the term of this agreement the Illinois General Assembly no longer pays the College's portion of its SURS contribution and shifts this responsibility to the Board, then the Board will be entitled to make a commensurate reduction in the percentage of the President's SURS contribution that it pays on his behalf equivalent to the percentage the General Assembly requires the College to pay without having to reopen and amend this agreement.

#### 2. Insurance Benefits

The College shall provide group medical insurance benefits on the same terms and conditions as other College employees.

If at any time during the term of this Employment Agreement, a change in federal

or state Laws or regulations becomes effective, or enforcement of any such provisions commences, which would cause an employer penalty or tax related to the health insurance benefits provided in this Agreement, or which would cause the President to incur additional taxable income under the terms of this Agreement, the parties agree to re-open this Agreement to revise the affected health insurance benefits provisions to address or eliminate any such penalties or taxes.

**3. Term Life Insurance**

The Board will provide the President with term life insurance for an amount equal to his annual salary. Such coverage shall be paid by College and shall be in effect for the duration of President's employment at the College.

**4. Professional Development**

The President shall be eligible to attend and participate in educational conferences, conventions, workshops, seminars, and similar professional activities and events, subject to reasonable review and approval by the Board Chair. The Board shall reimburse the President for reasonable, out-of-pocket expenses incurred by the President in connection with such approved activities and events.

**5. Other Business-Related Expenses**

In addition to the expenses set forth above, the Board shall reimburse the President for other reasonable, out-of-pocket expenses which he incurs for travel, other than mileage, and other activities undertaken by the President on behalf of the College. The Board's reimbursement of such expenses shall be subject to the President's monthly submission of appropriate expense reports and substantiating documentation, and reasonable review and approval by the College's Chief Financial Officer.

**6. Physical Examination**

The President shall submit to a comprehensive physical examination at the discretion and direction of the Board, the cost of which shall be paid by the Board, when the board determines, in its discretion, that it is necessary to verify the President's physical or mental fitness for duty. The President shall provide any required releases necessary to the Board Chair authorizing the Board to receive the physician's written report of the physical exam and verification of the President's fitness to perform his essential duties as President.

**7. Cell Phone**

The College shall provide a cell phone and cell phone service for a reasonable monthly plan selected by President, subject to approval by the Board.

**8. Computer**

The College shall provide a computer, printer, Internet service, and any other necessary technology equipment/service necessary for President to conduct

official College business for use at President's personal residence and other non-College locations. Such equipment and service shall be provided through the College Information Technology Department.

9. Automobile Allowance

In lieu of reimbursing the President for mileage traveled within and outside of the boundaries of District 501, the Board will provide the President with an annual personal vehicle allowance of Twelve Thousand Dollars (\$12,000.00), to be earned and paid monthly on a pro rata basis in the amount of One Thousand Dollar (\$1,000.00) increments. The President shall furnish the gas, oil, maintenance and insurance for his personal vehicle, and shall provide the Board proof of such insurance each July 1<sup>st</sup> of this agreement. These amounts are intended by the parties to constitute creditable earnings pursuant to the rules and regulations of SURS.

10. Vacation

The President shall receive twenty (20) days of paid vacation on July 1<sup>st</sup> of each year of this Agreement. Unused vacation days may not be accumulated in accordance with College policy and shall not carry over from year to year as vacation. The President must use at least ten (10) days of vacation by June 30<sup>th</sup> of each contract year. Any unused vacation days beyond the ten (10) that must be used for vacation will be converted to sick leave on June 30<sup>th</sup> of each year (not to exceed the maximum amount of sick leave that can be accumulated pursuant to College policy). It is hereby understood that any vacation leave converted to sick leave shall only be available for use as sick leave, and shall not be available to establish SURS creditable service pursuant to SURS' Rules and Regulations, unless a change in SURS' Regulations occurs.

The Board recognizes that the President has accumulated eighty-two (82) days or six-hundred and fifty-six (656) hours of vacation leave while serving as Dean of Career and Technical Education. The Board and the President are agreeable to an arrangement whereby the College will purchase sixty (60) days or four-hundred and eighty (480) hours of vacation leave at the President's final Dean per diem rate of pay of \$351.94 per day. The payment for vacation leave will be dispersed over the three (3) year period of this Agreement at the rate of twenty (20) vacation leave days per year and will be paid in a lump sum payment by June 30<sup>th</sup> of each year of this Agreement. The lump sum payment for vacation leave is not intended by the parties to constitute SURS creditable earnings. The remaining twenty-two (22) days or one-hundred and seventy-six (176) hours of vacation leave shall carry over to this Agreement and shall accumulate from year to year, subject to the provision in the following paragraph.

In the event that no new contract is entered into for the period following June 30, 2021, the Board has authority, at its discretion, to require the President to use all accumulated vacation days as Dean of Career and Technical Education and carried over into this Agreement prior this Agreement's expiration.

## 11. Administrative Employee Benefits

The President will receive any fringe benefits not specifically set forth herein which are granted to all other full-time College administrative personnel.

### a. Personal Leave

The President shall be granted three (3) personal leave days per year at full pay which may accumulate in accordance with College policy.

### b. Sick Leave

The President shall be granted twelve (12) sick leave days per year at full pay which may accumulate in accordance with College policy.

## D. POWERS AND DUTIES

### 1. Authority and Responsibility

Subject to policies and directives established by the Board and consistent with the Illinois Public Community College Act, the President shall act as the chief executive officer of the College. The President shall have authority and responsibility to organize, direct, manage and oversee the administration of the College in a manner intended to promote and advance the College's best interests.

The President shall be in charge of the administration of the College and be under the direction of the Board; he shall be the chief executive officer for the Board, responsible and accountable for the leadership and management of the entire College and its programs, services and administrative functions; he shall direct and assign other employees of the Board under his supervision; he shall organize, reorganize and arrange the administration and supervisory staff, including instruction and business affairs, as best serves the College, subject to approval by the Board; he shall select, place, transfer and dismiss employees or, in the case of professional employees, recommend dismissal of such personnel subject to approval by the Board; he shall carry out the duties and responsibilities of the President as set forth in the Kaskaskia College Policy Manual, including changes to that manual that may be directed by the Board; he shall suggest policies, procedures, regulations and rules deemed necessary for the welfare of the College; and, in general, he shall perform all duties incident to the office of the President and such other duties as may be prescribed by the Board.

The President shall be responsible for communicating with the Board on a regular and continuing basis so that the Board is advised on a timely basis of matters which might require policy guidance from the Board. The Board may further establish and designate the President's essential job responsibilities in a position description adopted by the Board.

### 2. Fiduciary Duty

During his employment, the President shall devote substantially all of his professional

time, attention, skills and energy to the performance of his responsibilities as President of the College. The President shall perform such responsibilities professionally, in good faith, and to the best of his abilities.

3. Residency

The President shall maintain his primary residence within the residential boundaries of Kaskaskia College, Community College District No. 501.

E. EVALUATION

1. By May 1 prior to each year of this Agreement the President will propose specific written annual performance goals and proposals for measuring progress in achieving those goals for the following twelve (12) month contract year for review and approval by the Board. The Board will meet with the President to review the performance goals. The Board will approve and establish the annual performance goals by July 1 of each contract year.
2. The President will provide the Board with written status reports, including data measuring his progress towards meeting the annual performance goals. The President will submit the status reports at least once during each six (6) month period of each contract year and at least twice per contract year.
3. The Board will review and evaluate the President's performance before June 30 of each year of this Agreement. The Board will review and assess the President's overall performance and his successful completion and attainment of the performance goals based upon previously identified, measurable criteria and documented outcomes. A copy of the Board's written annual evaluation will be provided to the President.

F. TERMINATION

1. This Employment Agreement and the employment relationship between the Board and the President shall be terminated by any or all of the following:
  - (a) Mutual agreement;
  - (b) Disability, as certified by a physician selected by or acceptable to the Board, which renders the President unable to perform the essential duties of his job, with or without reasonable accommodation;
  - (c) Discharge for cause in accordance with the provisions of Section F.2 below;
  - (d) Resignation by written notice to the Board at least One Hundred Eighty (180) days prior to the effective resignation date. No severance pay shall be due to President under this provision; or
  - (e) Death.
2. Discharge for cause shall be for conduct which violates College policy, Board

directives, the terms of this Agreement, or which adversely impacts the College, as determined by the Board. In the event the Board is considering discharge under this subsection, the specific reason(s) for discharge for cause shall be given to the President, who shall be offered an opportunity to appear before the Board to discuss such matter. If the President chooses to have legal counsel accompany him to this appearance before the Board, the President shall bear any costs and expenses arising from the retention of such counsel. The President's meeting with the Board shall be conducted in closed session. If the Board, in its sole discretion, determines there is cause to discharge the President, the President shall be paid for services performed through the date of discharge only, without any further obligations on the part of either party to the other, unless mutually agreed otherwise.

3. In the event that this Agreement is terminated for cause or any other reason, the Board will not grant the President any severance payment in excess of one (1) year as provided in Section 805/3-65 of the Illinois Public Community College Act. The Board's decision to terminate this Agreement in accordance with this paragraph F does not obligate the Board to pay any severance compensation to the President upon termination.

**G. INDEMNIFICATION**

The Board will indemnify the President and provide legal representation in response to any claims or lawsuits arising from actions taken within the scope of his employment or at the Board's direction as provided in Section 805/3-29 of the Illinois Public Community College Act.

**H. NOTICE**

All notices required by this Agreement shall be in writing and delivered as follows: If to the Board, to:

If to the Board, to:

Mr. John W. Hawley  
P.O. Box 366  
Odin, IL 62870

or to any subsequent Board Chair sent  
to his or her home address

With a copy to:

Cathy Quick  
27210 College Road  
Centralia IL 62801

or to any subsequent Board Secretary  
sent to his or her home address

If to the President, to:

George Evans  
27210 College Road  
Centralia, IL 62801

or as otherwise directed by a party in a notice issued pursuant to this provision. All notices shall be given personally, or via a national overnight delivery service, or via certified mail, postage prepaid, return receipt requested. A notice delivered personally shall be deemed to have been given on the date on which it is so delivered. A notice sent via a national overnight delivery service shall be deemed delivered on the next business day following its date of dispatch. A notice sent by certified mail shall be deemed to have been delivered three (3) business days after it is properly deposited in a U.S. Postal Service depository.

**I. SAVINGS CLAUSE**

This Agreement shall be interpreted and enforced in accordance with the laws of the State of Illinois. The provisions of this Agreement are intended to be interpreted and enforced in a manner which renders them valid and enforceable. In the event that any provision of this Agreement is found to be invalid or unenforceable, such provision shall be modified to the extent and in the manner which a court of competent jurisdiction deems reasonable, and thereupon enforced upon such terms. If any such provision is not so modified, it shall be deemed stricken from this Agreement without affecting the validity and enforceability of any of the remaining provisions hereof.

**J. ENTIRE AGREEMENT**

This Agreement contains the entire agreement of the parties and supersedes all prior discussions, representations, commitments, and agreements between the parties with respect to the subject matter hereof. No modification or amendment of this Agreement shall be deemed valid unless in writing and signed by both the Board Chair and the President.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the 5th day of June, 2018.

**PRESIDENT**

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

George Evans

**BOARD OF TRUSTEES OF KASKASKIA  
COLLEGE, COMMUNITY COLLEGE  
DISTRICT NO. 501**

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

John W. Hawley, Chair

**ATTEST:**

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

Cathy Quick, Secretary