



**Kankakee Community College  
Board of Trustees  
June 12, 2017 – Agenda**

1. Call to Order/Roll Call.....Board Chair
2. Public Comment.....Board Chair
3. Introduction of Guests/Recognition..... Board Chair
  - Coach Todd Post, Men’s Baseball Team
4. Approval of Action Item.....Board Chair
  - A. Action Item:
    - (1) Approval of Resolution Honoring the 2016-2017 Men’s Baseball Team Achievement (A-1)
5. Amendments or Changes to Published Agenda.....Board Chair
6. Approval of Minutes .....Board Chair
  - May 8, 2017 Board Meeting
7. Approval of Consent Agenda Action Items (**items preceded by asterisk**).....Board Chair
8. Approval of Action Items Remaining & Presentation of Information Items.....Board Chair
  - A. Action Items
    - \*(2) Approval of 1A and 1D Program Participants (A-3)
    - \*(3) Approval of Prevailing Wage Ordinance (A-5)
    - \*(4) Update on Budget Preparation and Request to Operate Within Budget Draft (A-9)
    - \*(5) Renewal of the Property, Casualty, Liability Insurance Programs (A-11)
    - (6) Approval of Contract Awards (A-13)
      - ◆ VM Ware/VSAN Server Licenses including support
      - ◆ Roof Replacement (east half of the L building)
      - ◆ Parking lot repairs Phase II
  - B. Information Items
    - (1) President and Trustee Reports
    - (2) Kankakee Community College Foundation Update (I-1)

9. Approval of Finance Items.....Board Chair

A. Finance Items

(1) Approval of Financial Reports (subject to audit) (F-1)

- ◆ Reconciled Cash By Fund – April 30, 2017
- ◆ Investment and Financial Summary – May 31, 2017

(2) Approval of Bill Summary and Travel Expenses (F-7)

- ◆ Purchase Order Requisitions Over \$5,000
- ◆ Special Bill(s)
- ◆ AP Check Register

10. Convene to Closed Session

11. Reconvene to Open Session

12. Closed Session Action Items

A. Personnel Matters pursuant to 5 ILCS 120/2(c)(1)

- ◆ Approval of extension of President Dr. John Avendano’s employment contract for a three year period from July 1, 2017 through June 30, 2020, providing for a salary for the 2017-2018 fiscal year of \$228,578 plus any percentage increase, if any, commensurate with the salary adjustment for the college community.

B. Probable or Pending Litigation pursuant to 5 ILCS 120/2(c)(11)

13. Adjournment.....Board Chair

## President's Employment Contract

This Employment Contract is made and entered into at Kankakee, Illinois, 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. John Avendano 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, 2017, and terminating at midnight on June 30, 2020, 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 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. Such notice shall be in writing and actually received by the Board no later than said notice period. If no changes or amendments are provided by either party, this contract shall terminate on June 30, 2020.

### **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 clerical 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 personnel, the incurring of financial obligations, 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 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 salary for the 2017-2018 fiscal year will be \$228,578 plus any percentage increase, if any, commensurate with the salary adjustment for the college community, and which includes the Board paying the President's contribution to the State Universities Retirement System (SURS). In addition, the Board agrees to the following salaries for the remaining fiscal years covered under this contract based upon satisfactory evaluation of performance as determined by the official evaluation procedure:

July 1, 2018 - June 30, 2019	TBD
July 1, 2019 - June 30, 2020	TBD

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 pay the President's contribution to the State Universities Retirement System.
4. The President will receive a car allowance of \$1,200 per month.
5. The Board will pay the actual cost for dependent health care premiums.
6. The Board will pay the actual cost for the purchase of additional life insurance coverage.
7. The Board will pay the President \$15,000 per year for his use in purchasing an annuity or contributing to a 403(b) plan.
8. 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 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.

9. 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.
10. The Board will pay the actual cost for employee healthcare premiums.
11. The Board will reimburse the President for family dental and optical expenses not to exceed \$3,600 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 or personal digital assistance. 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 reward or mileage programs that are 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 or to 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 will also pay or reimburse expenses for the President's spouse for college and community functions that the spouse is expected to attend with or for the President.
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. Said vacation may be accumulated to a maximum of 56 calendar days. On June 30 of each fiscal year, unused vacation time in excess of said accumulated days shall be forfeited. However, the Board may at its discretion reimburse the President for unused days beyond said limit. 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: \_\_\_\_\_