



**Kankakee Community College  
Board of Trustees  
June 14, 2021 – Agenda**

**In-Person Meeting:**

Kankakee Community College, 100 College Dr, Board Room L241, 5 pm  
OR

**Public Remote Access:**

Please click the link below to join the webinar:

<https://kcc-edu.zoom.us/j/85165331866?pwd=ZDhOaEptRmhLYk1NbE9SeU5VMnR2dz09>

Passcode: 536621

Or Telephone:

US: +1 312 626 6799

Webinar ID: 851 6533 1866

1. Call to Order/Roll Call.....Board Chair
2. Public Comment.....Board Chair
3. Introduction of Guests/Recognition.....Board Chair
4. Amendments or Changes to Published Agenda.....Board Chair
5. Approval of Minutes.....Board Chair
  - May 10, 2021 - Board Meeting
6. Approval of Consent Agenda Action Items (**items preceded by asterisk**).....Board Chair
7. Approval of Action Items Remaining & Presentation of Information Items....Board Chair

A. Action Items

- \*(1) Approval of Tuition/Course Reimbursements (A-1)
- \*(2) Approval of Request for Bids (A-3)
  - ◆ Science Supplies
- \*(3) Approval to Accept Grant Award (A-5)
  - ◆ Governor’s Emergency Education Relief Grant (GEER)
- \*(4) Update on Budget Preparation and Request to Operate Within Budget Draft (A-7)
- (5) Approval of a Resolution Honoring Board Service (A-9)
- (6) Approval of Appointment to Fill a Public Office Vacancy (A-11)

- (7) Approval of Contract Awards (A-13)
  - ◆ CrowdStrike Cybersecurity Software
  - ◆ VMWare Annual Renewal
  - ◆ Tech Building – Phase 1 Instructional Equipment/Integration
- (8) Approval of the Revised 2021-2022 Academic Calendar (A-15)
- (9) Approval of Resolutions Honoring Full-Time Retirees (A-21)
- (10) RESOLUTION authorizing and providing for an Installment Purchase Agreement for the purpose of paying the cost of purchasing real or personal property, or both, in and for the District, and for the issue of \$3,520,000 General Obligation Debt Certificates (Limited Tax), Series 2021A, of the District evidencing the rights to payment under said Agreement, providing for the security for and means of payment under said Agreement of said Certificates, and authorizing the sale of said Certificates to the purchasers thereof.

B. Information Items

- (1) President and Trustee Reports
- (2) KCC Foundation Update (I-1)
- (3) Census Day Enrollment Report – Summer 2021 (I-3)

8. Approval of Finance Items.....Board Chair

A. Finance Items

- (1) Approval of Short Term Investments - None
- (2) Approval of Financial Reports (subject to audit) (F-2)
  - ◆ Reconciled Cash By Fund – April 30, 2021
  - ◆ Investment and Financial Summary – May 31, 2021
- (3) Approval of Bill Summary and Travel Expenses (F-7)
  - ◆ Purchase Order Requisitions Over \$10,000
  - ◆ Special Bill(s)
  - ◆ AP Check Register

9. Convene to Closed Session.....Board Chair

10. Reconvene to Open Session.....Board Chair

11. Closed Session Action Items.....Board Chair

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

- Approval of Michael Boyd’s amended employment contract for the position of president for a term of three (3) years commencing July 1, 2021 and ending June 30, 2024, at a salary of \$184,255 for FY21-22.

- Approval of Jose da Silva's employment contract for the position of vice president for student affairs for a term of two (2) years commencing July 1, 2021 and ending June 30, 2023 at a salary of \$123,537 for FY21-22
- Approval of Beth Nunley's employment contract for the position of vice president for business affairs for a term of two (2) years commencing July 1, 2021 and ending June 30, 2023 at a salary of \$122,400 for FY21-22.

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

12. Adjournment.....Board Chair

# President's Employment Contract

This Employment Contract is made and entered into at Kankakee, Illinois, effective July 1, 2020 and approved on August 10, 2020 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, 2021, and terminating at midnight on June 30, 2024, 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, 2023, 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, 2023, 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, 2024.

## **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 2021-2022 fiscal year will be \$184,255. Based upon satisfactory evaluation of performance, as determined by the official evaluation procedure, the annualized base salaries for the remaining two fiscal years would be:

FY 2022-2023 \$188,400

FY 2023-2024 \$192,639

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: \_\_\_\_\_



# ADMINISTRATIVE CONTRACT

Kankakee Community College  
Kankakee, Illinois

The Board of Trustees of Community College District 520 of the Counties of Kankakee, Iroquois, Livingston, Grundy, Will and Ford, State of Illinois, hereby agrees to employ **DR. JOSE da SILVA** as **VICE PRESIDENT FOR STUDENT AFFAIRS** for the 2021-2022, and 2022-2023 fiscal years. The fiscal year shall begin on July 1 and end on June 30.

The administrator will be assigned duties which are consistent with his educational and experiential qualifications.

The administrator agrees to perform faithfully and to discharge all assigned duties to the satisfaction of the College, and to abide by all policies, rules, and regulations adopted by the Board of Trustees. The administrator further agrees to a reassignment or transfer at any time from this position to another position for which the administrator is qualified as determined by the college. In addition, the administrator's employment may be terminated, changed, or modified from time to time by the College in its sole discretion.

The annualized salary for the 2021-2022 fiscal year will be \$123,537. This salary shall not be reduced for the following year while the administrator remains in the above-named position. In addition, the Board agrees to consider an increase of said salary for the following fiscal year based upon a satisfactory evaluation of performance.

On or before June 15, 2023, notification as to renewal of appointment will be given. Such renewal is neither automatic nor to be expected.

The administrator has ten days after the date of official board action as shown below to accept or reject this contract. If he fails to accept the offer within this time period, this position will be declared open.

June 14, 2021

Date

\_\_\_\_\_  
President

\_\_\_\_\_  
Chairman, Board of Trustees

\_\_\_\_\_  
Secretary, Board of Trustees

I accept the contract as described above.

\_\_\_\_\_ Yes      \_\_\_\_\_ No

\_\_\_\_\_  
Date

\_\_\_\_\_  
Administrator

# ADMINISTRATIVE CONTRACT

Kankakee Community College  
Kankakee, Illinois

The Board of Trustees of Community College District 520 of the Counties of Kankakee, Iroquois, Livingston, Grundy, Will and Ford, State of Illinois, hereby agrees to employ **BETH NUNLEY** as **VICE PRESIDENT FOR BUSINESS AFFAIRS** for the 2021-2022, and 2022-2023 fiscal years. The fiscal year shall begin on July 1 and end on June 30.

The administrator will be assigned duties which are consistent with her educational and experiential qualifications.

The administrator agrees to perform faithfully and to discharge all assigned duties to the satisfaction of the College, and to abide by all policies, rules, and regulations adopted by the Board of Trustees. The administrator further agrees to a reassignment or transfer at any time from this position to another position for which the administrator is qualified as determined by the college. In addition, the administrator's employment may be terminated, changed, or modified from time to time by the College in its sole discretion.

The annualized salary for the 2021-2022 fiscal year will be \$122,400. This salary shall not be reduced for the following year while the administrator remains in the above-named position. In addition, the Board agrees to consider an increase of said salary for the following fiscal year based upon a satisfactory evaluation of performance.

In addition to her annualized salary of \$122,400, she will be eligible to receive up to \$5,000 for moving expenses and up to \$1,000 for temporary housing if relocating within District 520 within the next six months.

On or before June 15, 2023, notification as to renewal of appointment will be given. Such renewal is neither automatic nor to be expected.

The administrator has ten days after the date of official board action as shown below to accept or reject this contract. If she fails to accept the offer within this time period, this position will be declared open.

June 14, 2021  
Date

\_\_\_\_\_  
President

\_\_\_\_\_  
Chairman, Board of Trustees

\_\_\_\_\_  
Secretary, Board of Trustees

I accept the contract as described above.

\_\_\_\_\_ Yes      \_\_\_\_\_ No

\_\_\_\_\_  
Date

\_\_\_\_\_  
Administrator