

**WILLIAM RAINEY HARPER COLLEGE
BOARD of TRUSTEES**

Subject: Approval of President's Employment Contract

Recommended by:

Board of Trustees

Description

The Board of Trustees is recommending approval of a new four-year employment contract with Dr. Avis Proctor.

Information

The term of the contract will be from July 1, 2022 – June 30, 2026.

The salary for the contract year 2022-2023 will be \$334,230 a 4% increase which is the same increase provided to administrators. The President will receive an annual salary increase for each subsequent contract year which is based upon the Board's annual review and assessment of the President's performance.

Rationale

Dr. Proctor's performance as President of Harper College warrants the extension of employment for four additional years and the salary increase.

Funding Source

Funds for the salary and related benefits for the President's position are included in the College's operating budget.

PRESIDENT'S EMPLOYMENT AGREEMENT

THIS AGREEMENT made this 17th day of August, 2022, by and between the Board of Trustees of Community College District No. 512, Counties of Cook, Lake, Kane, and McHenry, State of Illinois (William Rainey Harper College) (the "College" or "Board"), and Dr. Avis Proctor (the "President").

A. EMPLOYMENT

1. Term of Employment

The Board hereby employs the President for a period of four (4) years, commencing July 1, 2022 and ending June 30, 2026.

B. SALARY

1. Annual Salary

The President will receive an annual salary for the 2022-2023 contract year in the amount of Three Hundred Thirty-Four Thousand Two Hundred Thirty Dollars (\$334,230), payable in twenty-six (26) equal bi-weekly installments, and subject to applicable payroll deductions. The President will receive an annual salary increase for each subsequent contract year which is based upon the Board's annual review and assessment of the President's performance as provided in paragraph F.3 of this Agreement.

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 an amount equal to eight percent (8.0%) of the President's salary 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.

2. Medical/Dental Insurance

The Board shall pay the full premium cost of participation by the President, her spouse and any eligible dependents in the College's medical and dental insurance program. 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 renegotiate or revise

the affected health insurance benefits provisions.

3. Life Insurance/Long-Term Disability Coverage

The Board will provide the President with term life insurance, including Accidental Death and Dismemberment coverage, in the amount of two (2) times the President's annual salary. The President shall also receive long-term disability ("LTD") coverage under the College's LTD policy.

4. Supplemental Benefit Allowance

The Board shall pay the President an additional benefit allowance in the amount of \$5,000 for the President's purchase of permanent life insurance, long-term care insurance, long-term disability insurance, tax-sheltered annuities, SURS service credit through payroll deduction, or a combination of the foregoing benefit items, as determined by the President.

5. Vehicle Lease

The Board shall pay \$1,000 per month towards the annual cost of the President's lease of a vehicle for the President's use for authorized purposes. The Board shall be responsible for liability, property damage and comprehensive insurance, and all maintenance and operating expenses for the leased vehicle.

6. 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 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 within thirty (30) days of Board Chair approval.

7. Other Business-Related Expenses

In addition to the expenses set forth above, the Board shall reimburse the President within thirty (30) days of Board approval for other reasonable, out-of-pocket expenses which the President incurs for College business travel and other business activities. The Board's reimbursement of such expenses shall be subject to the President's monthly submission of appropriate expense reports and substantiating documentation, and review and approval by the Board in accordance with applicable Board Policy.

8. Annual Physical Examination

The Board shall reimburse the President for the cost of an annual executive physical examination each contract year up to a maximum cost of \$5000. Upon request, the President shall provide the Board Chair with the physician's written confirmation of the executive physical exam and verification of the President's fitness to perform her essential duties as President.

9. Deferred Compensation

From the President's annual salary as set forth in paragraph A.1 of this contract, the President may, at the beginning of the 2022-2023 contract year, elect to defer any

dollar amount of her 2022-2023 salary increase and have that amount allocated to her College 403(b) Plan and/or 457 Plan, subject to the limits set forth in section 402(g) of the Internal Revenue Code.

10. **Administrative Benefits Program ("ABP") Benefits**

The President will receive any leave entitlements and fringe benefits not specifically set forth herein which are granted to other Executive Council administrators under the College's Administrative Benefits Program (ABP).

D. **LEAVES**

1. **Vacation**

The President shall receive twenty-five (25) paid vacation days per contract year. Vacation days should generally be taken during the contract year in which they are earned. Any accrued, unused vacation days which are carried over must be taken by the end of the following contract year. The President may carry over a maximum of twenty-five (25) earned vacation days to the following contract year. A minimum of ten (10) vacation days shall be taken each contract year. At the President's discretion, the President may convert a maximum of fifteen (15) accrued, unused vacation days to sick leave each contract year. Compensation for any accrued, unused vacation days upon separation of employment shall be payable thirty (30) days after the President's final workday.

2. **Sick Leave**

The President will receive twenty-five (25) paid sick leave days per contract year. Any earned, unused sick leave days may be accumulated without limit.

3. **Personal Leave**

The President shall be entitled to three (3) paid personal business days per contract year. Any unused personal business days shall be accumulated as sick leave.

E. **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 Board may further establish and designate the President's essential job responsibilities in a position description adopted by the Board.

2. **Fiduciary Duty**

During her employment, the President shall devote substantially all of her professional time, attention, skills and energy to the performance of her responsibilities as President of the College. The President shall perform such responsibilities professionally, in good faith, and to the best of her abilities. Any outside consulting work by the President shall be subject to review and approval of the Board Chair.

F. EVALUATION

1. Prior to June 30 of each year of this Agreement or as otherwise requested by the Board, 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 and will approve the performance goals at a subsequent Board meeting.
2. The President will provide the Board with written status reports with data measuring the President's 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.
3. The Board will review and evaluate the President's performance before June 30 of each year of this Agreement in accordance with Section 805/3-75 of the Illinois Public Community College Act. In conducting its annual evaluation of the President's performance, the Board will review and assess the President's overall performance and her 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.

G. TERMINATION

1. Termination Due to Disability

The Board shall have the right to terminate the President's employment under this Agreement in the event of a "Disability," which is hereby defined as a mental or physical illness, injury or disability which (i) prevents the President from performing her essential job responsibilities as President of the College for (a) substantially all of the regular working days of any six (6) consecutive month period, or (b) the majority of the regular working days of any twelve (12) consecutive month period, or (ii) is of such a catastrophic or permanent nature that it is reasonably certain that the President will be prevented from performing her essential job responsibilities as President of the College for either of the foregoing two periods of time.

2. Mutual Agreement

This Agreement may be terminated upon mutual written consent and agreement of the President and the Board.

3. Resignation of the President

The President shall have the right to terminate her employment under this Agreement upon not less than twelve (12) months' prior written notice to the Board, or such shorter notice period as the Board may accept.

4. Termination by the Board for Cause

The Board shall have the right to terminate the President's employment under this Agreement for "cause" upon the occurrence of any of the following events:

- (a) Any willful, material act of fraud or dishonesty by the President intended to result directly or indirectly in material gain or enrichment for the President at the expense of the College;
- (b) The President being convicted of a felony criminal offense, or of any unlawful act of employment discrimination or harassment, where, in the reasonable judgment of the Board, such conviction is reasonably likely to have a material adverse effect on the President's continued performance of her job responsibilities as President of the College or the interests, status, reputation or goodwill of the College;
- (c) The President's material failure or unwarranted refusal to perform any of her essential job responsibilities as President of the College, as outlined in the current or amended job description attached hereto as Exhibit A, for any reason other than disability, provided that the President is given written notice of such performance deficiency and fails to remedy such deficiency within thirty (30) days following receipt of such notice;
- (d) The President's material breach of any provision of this Agreement, provided that the President is given written notice of such breach and fails to remedy such breach within thirty (30) days following receipt of such notice; or
- (e) Any act or failure to act which the President should have reasonably known would substantially and adversely impact the College's students, staff, operations, or reputation.

5. Effect of Termination

As of the effective date of the termination of the President's employment for any reason, all rights and obligations of the parties under this Agreement shall immediately cease, except as otherwise agreed to herein, including but not limited to paragraph H.

H. INDEMNIFICATION

The Board shall defend, indemnify and hold the President harmless from and against any and all claims, demands, causes of action, suits, proceedings, damages, liabilities, judgments, costs and expenses suffered, sustained or incurred by the President as the result of or arising out of the President's good faith performance of her responsibilities as President of the College and her obligations under this Agreement, provided, however, that the foregoing right of indemnification shall not apply in the case of any claim by the Board or the College alleging that the President has breached one or more of her obligations under this Agreement, unless a court of

competent jurisdiction determines that such claim by the Board or the College is without merit. The President shall give prompt notice to the Board of any claim asserted or threatened against her, as well any facts, occurrences or events which could result in a claim being asserted or threatened against her. The parties' rights and obligations under this provision shall survive the termination of the President's employment for any reason.

I. NOTICE

All notices required by this Agreement shall be in writing and delivered as follows:

If to the Board, to:

William Rainey Harper College
1200 W. Algonquin Road
Palatine, Illinois 60067-7398
Attn: Chair of the Board of Trustees

with a copy to:

William Rainey Harper College
1200 W. Algonquin Road
Palatine, Illinois 60067-7398
Attn: Secretary of the Board of Trustees

If to the President, to:

Dr. Avis Proctor
36 Lakeside Drive
South Barrington, Illinois 60010

or as otherwise directed by a party in a notice issued pursuant to this provision. All notices shall be given personally, or via an 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 an 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.

J. INTERPRETATION

This Agreement shall be interpreted and enforced in accordance with the laws of the State of Illinois, without reference to its rules governing conflicts of law. 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.

K. ASSIGNMENT

The rights and benefits of the President under this Agreement are personal to her and may not be assigned or transferred to any other person or entity, except as otherwise expressly provided herein. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the College.

L. BINDING EFFECT

The individuals signing this Agreement on behalf of the Board represent and warrant that this Agreement has been duly authorized by the Board, that the Board has the power and authority to execute this Agreement on behalf of the College, that this Agreement constitutes a legal, valid and binding obligation of the Board and the College, and that this Agreement is enforceable against the Board and the College in accordance with its terms.

M. ENTIRE AGREEMENT/AMENDMENT

This Agreement contains the entire agreement of the parties and supersedes all prior discussions, representations, negotiations, 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 approved and signed by the Board and the President in accordance with Sections 805/3-65 and 805/3-75 of the Illinois Public Community College Act.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the 17th day of August, 2022.

PRESIDENT

**BOARD OF TRUSTEES OF COMMUNITY COLLEGE
DISTRICT NO. 512, COUNTIES OF COOK, KANE,
LAKE, AND MCHENRY, STATE OF ILLINOIS**

Avis Proctor

By: _____
President

Date: _____

ATTEST:

By: _____
Secretary

Date: _____