

## ADMINISTRATIVE EMPLOYMENT CONTRACT

**In Consideration** of the mutual covenants hereinafter contained, it is hereby agreed by and between the Board of Trustees of Community College District #512, William Rainey Harper College (hereinafter referred to as the Board) and **Dr. Michelé Smith** (hereinafter referred to as the Employee) as follows:

### A. Contract Duration and Annual Salary

1. The College hereby employs the Administrator in the capacity of **Vice President, Workforce Solutions, Professor** for **one and a half years**, commencing on **January 1, 2024**, and terminating on **June 30, 2025**. The Administrator accepts such employment on the conditions hereinafter set forth, and any applicable provisions of the Board of Trustees Policy Manual. In the event of conflict between Board Policy and this Contract, the Contract shall govern.
2. For the remainder of the **2023-2024** contract year, the Administrator shall receive an annual salary of **\*\$196,914** subject to applicable deductions, to be paid in bi-weekly installments as full compensation for all rights granted and service performed under this Contract. \*To be prorated.

### B. Conditions of Employment

1. The Employee shall be entitled to benefits as outlined in the attached Administrative Benefits Program.
2. The annual salary of the Employee will not be adjusted during the term of this Contract.
3. In addition to the salary and benefits provided in Sections A-2 and B-1 listed above, the Board will pay an annual supplemental benefit allowance of **\$5,000** for the purchase of permanent life insurance, long term care insurance, long term disability insurance, a tax sheltered annuity, or SURS service credit through payroll deduction as designated by the employee.
4. The Employee acknowledges that during the term of employment under this Contract, tenure is not acquired. However, tenure status or academic rank previously earned as a Harper College faculty member shall be retained in the event this Contract is terminated.
5. The Employee hereby agrees to perform the duties of said office as the Board, through the President, may direct and to keep such records and make such reports as are now or hereinafter required by the Board.
6. Evaluation of the Employee shall be made annually by such instrument as is developed by the Administration.

### C. Termination

This employment Contract may be terminated:

1. By mutual agreement of the parties.

2. By retirement or resignation of the Employee provided he/she must give the Board 60 days' notice of resignation or retirement.
3. By death, mental or physical total disability of the Employee, which makes the performance of duties impossible. As used herein, the term total disability shall mean the inability to perform normal duties as certified by a licensed physician, (who may be appointed by the Board) and approved by the insurance carrier as qualifying for long-term disability payments.
4. By a decision of the Board that a bona fide financial exigency of the College requires a reduction in staff or in programs.
5. By unsatisfactory performance or conduct of the Employee as assessed and determined by the supervisor, subject to review and approval by the Provost, Executive Vice President, or President.
6. For cause, including, but not limited to, violation of College policy, rules or regulations or commission of any unlawful act.

**D. Notice**

Any notice required to be given under this agreement shall be deemed sufficient if it is in writing and sent by mail to the residence of the Employee or to the President of the College.

IN WITNESS WHEREOF the parties have executed this Contract this **13<sup>th</sup> day of December, 2023.**

**COMMUNITY COLLEGE DISTRICT NO. 512**

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Dr. Michelé Smith  
Employee

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Dr. Avis Proctor  
President