AGENDA ITEM #XII-A-1
JUNE 16, 2015
HIGHLAND COMMUNITY COLLEGE BOARD

ACTION, IF NECESSARY

PRESIDENT’S CONTRACT

RECOMMENDATION OF THE BOARD: That the Board of Trustees approves the attached Resolution authorizing the approval of the Contract of Employment for the President and CEO.

BACKGROUND: This Resolution approves the terms and conditions of the contract with Mr. Tim Hood. Mr. Hood’s appointment is effective July 1, 2015.

BOARD ACTION:  


RESOLUTION FOR APPROVING CONTRACT OF EMPLOYMENT

WHEREAS, the Board of Trustees took formal action on January 20, 2015, to name Mr. Tim Hood the next President of Highland Community College effective July 1, 2015; and,

WHEREAS, the Board of Trustees desires to formalize the terms and conditions of the appointment,

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THIS BOARD OF TRUSTEES OF HIGHLAND COMMUNITY COLLEGE, as follows:

Section 1: The recitals to this Resolution are found and determined to be true and correct and are incorporated by reference herein.

Section 2: The Board hereby approves the Contract of Employment, as attached. The Board Chair and Secretary are hereby authorized and directed to execute the Contract of Employment and to enter into such contract fully on the Board’s behalf.

Section 3: This Resolution shall be in full force and effect upon its adoption. All prior resolutions of the Board of Trustees that are inconsistent with the terms and conditions of this Resolution are hereby repealed and superseded to the extent of any such inconsistency.

ADOPTED this _______ day of June 2015, by the following roll call vote upon the motion by

______________________________________, seconded by ________________________________.

YES: _____________________________________________

___________________________________________

NO: _____________________________________________

___________________________________________

ABSENT: _______________________________________

Chair, Board of Trustees

Attest:

______________________________
Secretary, Board of Trustees
EMPLOYMENT AGREEMENT BETWEEN

TIM HOOD

and

THE BOARD OF TRUSTEES OF HIGHLAND COMMUNITY COLLEGE
STATE OF ILLINOIS

FOR THE TERM

JULY 1, 2015 THROUGH JUNE 30, 2017
EMPLOYMENT AGREEMENT BETWEEN

TIM HOOD

and

THE BOARD OF TRUSTEES OF HIGHLAND COMMUNITY COLLEGE
STATE OF ILLINOIS

FOR THE TERM
JULY 1, 2015 THROUGH JUNE 30, 2017

This Agreement ("Agreement") made and entered into this 16th day of June, 2015, by and between the Board of Trustees of Highland Community College, (hereinafter "Board"), and Tim Hood, (hereinafter "President"): 

WHEREAS, the Board at its meeting on June 16th, 2015, upon roll call vote, duly adopted its Resolution authorizing the Chair and Secretary of the Board to execute an Employment Agreement on behalf of Highland Community College, employing President as President of Highland Community College ("College") under the terms and conditions herein set forth; and 

WHEREAS, the Board and President wish to provide for certainty in the office of the presidency of the College, and the Board wishes to continue the services of the President for the period from a designated date in July 2015, through June 30, 2017, on terms and conditions as provided herein; and 

NOW, THEREFORE, in consideration of the promises herein and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Board and President agree as follows:

1. EMPLOYMENT AND TERM

   Board hereby employs Tim Hood as President of the College for a term commencing July 1, 2015, and continuing until June 30, 2017. The President shall serve as President pursuant to the provisions of this Agreement for that term.
2. POWERS AND DUTIES

Throughout the term hereof, the President shall be the Chief Executive of the College, responsible for all administration and for effecting the directions and policies of the Board. As Chief Executive of the College, the President shall act for and on behalf of the Board and under its direction in the performance of his duties of overall administration of the College.

The President's duties and powers shall include those provided by law, as well as those set forth in the College's written policy now in force and as may be adopted by the Board from time to time. Throughout the term or any extension or renewal hereof, the President shall have such other and further powers, responsibilities and duties as the Board may from time to time direct in consultation and agreement with the President.

3. REAPPOINTMENT

Not later than April 15, 2017, the Board and President shall confer to determine whether the term of this Agreement shall be extended, and any conditions on such extension.

4. EXTENT OF SERVICES

The President shall devote his full time, attention and energies to the business of the College, and during the term of this Agreement, the President shall not be engaged in any other business activity or accept any commitment outside his role as President which interferes with his duties and responsibilities or adversely affects his proficiency as Chief Executive of the College.

5. TERMINATION OF EMPLOYMENT

Notwithstanding anything to the contrary contained in this Agreement, the President's employment may be terminated during the term hereof for one or more of the following reasons:

A. Resignation. Honorable resignation or termination of employment by mutual written agreement of the parties. The acceptance of the President's written resignation by the Board pursuant to a duly adopted Resolution shall be deemed to constitute Honorable Termination of Employment hereunder.

B. Disability. Total disability for a period of ninety (90) consecutive days
after exhaustion of available paid sick leave and vacation benefits.

The term “total disability” means sickness or illness, regardless of cause, physical or mental, which results in the President being substantially unable to effectively perform his duties as President and his duties pursuant to this Agreement. President shall submit to physical or mental examination or both at the request of the Board, provided that such examinations shall be performed by persons licensed as medical doctors.

C. **Death of the President.** The Board-President relationship shall terminate upon the death of the President.

D. **Discharge for Cause.** The President may be discharged for cause. A discharge for cause shall be deemed a dismissal of the President for conduct which is seriously prejudicial to the College, and may include, without limitation, incompetency, violation of law, material breach of this Agreement, cruelty, negligence, dishonesty, fraud, unprofessional behavior, failure to effect Board direction, immorality, or for any sufficient reason or cause which may exist under the laws of the State of Illinois. Upon a majority vote of the Board to consider dismissal for cause, the President shall be given written notice of the Board’s intention. The President shall be entitled to appear before the Board to discuss his dismissal before formal action on dismissal is taken. Such meeting may be in open session or closed session, at the option of the Board. The action of the Board is final. Upon discharge for cause, the term of this Agreement shall end, and all right to compensation and benefits hereunder shall immediately cease.

E. **Discharge on Notice.** At any time during the term hereof, the Board may discharge the President on thirty days prior written notice. Under such circumstances, the College shall pay the President all compensation due to the College President as annual salary pursuant to Paragraph 6 B below, in accordance with regular salary payment schedules for the period of twelve months following the date of the notice. Provided, however, if the President shall obtain other employment during the remaining term, the Board’s obligation to pay compensation shall be reduced by the President’s compensation from that employment.

6. **PRESIDENT’S COMPENSATION**

A. **Definition of Compensation.** For purposes of this Agreement, the President’s compensation shall consist of the salary provided in subparagraph 6 B below.
B. **Annual Salary.** Board shall pay President an annual salary of One Hundred Thirty-seven Thousand and no/100 Dollars ($137,000.00). The annual salary shall be paid to the President in installments in accordance with the usual and customary payment practices of the Board. Nothing herein shall be deemed to prohibit the Board, in its discretion, from increasing the annual salary of the President at any time during the term of this Agreement or any extension or renewal hereof, but the salary shall not be decreased at any time.

7. **PRESIDENT'S BENEFITS IN ADDITION TO COMPENSATION**

A. **SURS Contributions.** For the term of this Agreement, the College shall pay an 8% contribution directly to the State University Retirement System contribution on behalf of the President. It is the intention of the parties to qualify all such payments as employer payments pursuant to Section 414(h) of the Internal Revenue Code. The President shall have no right or claim to the funds remitted except as they may subsequently become available before retirement or resignation from the Illinois State Universities Retirement System.

B. **Holidays.** The President shall be entitled to be absent from the performance of his duties during all holidays declared by the Board or scheduled by the State of Illinois applicable to Community Colleges throughout the State.

C. **Vacation Benefits.** The President shall earn paid vacation at the rate of 2.33 days per month with an accumulation limit of 56 days. Upon termination of the President's services, the College shall not reimburse for more than 56 unused vacation days. Subject to the limitations in this paragraph, the President shall be entitled to the accumulated but unused vacation day balance as of June 30, 2015, in his position of Executive Vice President of the College.

The President shall consult with the Board Chair in the event he plans to utilize more than three consecutive days of vacation benefit.

D. **Dues, Fees.** Board shall pay President’s membership dues and charges to appropriate educational associations and organizations, as well as his membership dues and fees for and in respect to his membership in such other local, community, State or National clubs or organizations which the Board Chair and President mutually deem
necessary or advisable that President join in order to enhance or improve his community relationship or his professional skills and relationships.

E. **Conferences, Conventions, etc.** The President may attend educational conferences, conventions, courses, seminars and other similar professional growth activities. Appropriate expenses shall be reimbursed in accordance with Board policy. Attendance at such conferences shall not be construed as vacation time. The President may participate in other professional activities relating to higher education on such terms and conditions as may be approved from time to time by the Board.

F. **Automobile and Related Expenses of the President.** The College shall pay the President an automobile expense allowance of $1,000.00 per month for and in respect to his use of his personal automobile while on College business. Payment of such allowance shall be made to President in accordance with the payroll schedule of the College.

The College shall reimburse the President for actual mileage for travel outside the Highland Community College district, and beyond Rock Valley College in Rockford, Kishwaukee Community College in Malta, Sauk Valley Community College in Dixon or Illinois Valley Community College in Oglesby.

G. **Executive Annual Physical.** At least once every year during the term of this Agreement, the College President shall obtain a comprehensive medical examination. The cost of such examination, not to exceed Five Hundred Dollars ($500), shall be paid by the Board. A copy of the examination or a certificate of the physician certifying the physical competency of the College President to perform his duties shall be given by the examining physician to the Board Chair. The result of such examination will be reported to the Board, but its confidentiality shall be maintained.

H. **Annuity.** The Board shall pay on behalf of the President a tax-sheltered annuity under Section 403(b) of the Internal Revenue Code in a company of the College President’s choice in the amount of Twelve Thousand Dollars ($12,000.00). The College President’s tax sheltered annuity shall be paid in equal installments in accordance with the policies of the College governing payment of tax annuities to other administrators employed by the College and shall be subject to withholding as required by law.
I. **Insurance, Sick Leave, Privileges, etc.**

1. **Sick Leave.** The President will earn sick leave at the rate of 1 day per month. The President shall be initially credited with the sick leave days to which he is entitled as an employee of the College as of June 30, 2015.

2. **Life Insurance.** Subject to applicable insurability requirements, College shall provide term life insurance on the life of the President equal to 1.5 times the annual salary of the President. For purposes of this paragraph only, annual salary includes the annual salary provided in paragraph 6b, plus SURS contribution on the Annual Salary, plus the car allowance provided in Paragraph 7F annualized. It does not include 403(b) or SURS contribution on 403(b). The President shall name and maintain the College as beneficiary for $100,000 of benefits entitlement to use toward replacing the College President in the event of his untimely death. The President may name one or more beneficiaries of his choice for the remaining portion of the employee basic benefit. The Board shall also provide an additional $100,000 optional life insurance on the President. The President may name one or more beneficiaries of his choice for this additional life insurance benefit. The purchase of any further optional life insurance coverage by the President will be the responsibility of the President and consistent with College policy.

3. **Personal Leave.** The President shall be entitled to 3 personal days with pay annually. Personal days shall accrue one (1) day per four months. Unused personal days shall not accumulate from year-to-year.

4. **Other Privileges.** The Board shall reimburse the College President up to One Thousand Dollars ($1,000) annually for his use in home entertainment in relation to the College based on submission of receipts.

The President shall be reimbursed for normal and customary expenses incurred for the President’s spouse’s attendance at two College related annual conferences. The foregoing notwithstanding, the President will not be reimbursed for expenses which are incurred for leisure activities or matters unrelated to the conferences.
The Board shall pay on behalf of the President his Family Fitness II YMCA Membership.

The President shall be allowed such other privileges, leaves, health leave, and insurance and fringe benefits not specifically enumerated and not in conflict with or inconsistent with this contract as are commonly extended to all other administrative personnel.

8. **CELL PHONE**

To provide the College with the ability to reach the president, the College shall provide the President with a cell phone and service plan. Occasional personal use of the cell phone will not be deemed a violation of this Agreement. The President shall select the phone and plan.

9. **EVALUATION OF PRESIDENT**

At least once each College fiscal year, (on or before April 15 of that year) Board and President shall meet for the purpose of review of the past year’s administration of the College and the role of the President in the future course and goals of the College. The evaluation shall rate the performance of the President, and may include directions, goals and expectations for future performance.

10. **NOTICES**

Any notice required or permitted under the terms of this Agreement shall be written and may be served personally, by prepaid certified or registered mail, or by national courier service. If served by mail or courier service, it shall be addressed to his residence in the case of the President, or to the Chair of the Board of the College, at his or her residence, in the case of the Board. Any notice shall be deemed to have been delivered within ninety-six hours after having been deposited in a United States Post Office located within the College District, or on the date of delivery if by a courier service or personal service.

11. **MISCELLANEOUS**

A. Paragraph headings and numbers have been inserted for convenience of
B. For purposes of payment to the President of any unused vacation at the
time of termination of employment under this Agreement for any reason, the President’s
“compensation” shall be deemed to be only the taxable compensation the President
receives from time to time pursuant to Paragraph 6 B hereof.

C. This Agreement contains all of the terms agreed upon by the parties with
respect to the subject matter of this Agreement and supersedes all prior agreements,
arrangements and communications between the parties concerning such subject matter
whether oral or written.

D. This Agreement may be executed in one or more counterparts, each of
which shall be considered an original, and all of which taken together shall be considered
one and the same instrument.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in their
respective names and in the case of the Board, by its Chair and Secretary, on the day and year
first written above.

Tim Hood, President

THE BOARD OF TRUSTEES OF HIGHLAND
COMMUNITY COLLEGE

By __________________________________________________________________________
Chair

ATTEST:

______________________________________________________________________________
Secretary-Board of Trustees