

**AGENDA ITEM #XII-A-1
MAY 21, 2020
HIGHLAND COMMUNITY COLLEGE BOARD**

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.

BACKGROUND: This Resolution approves the terms and conditions of the contract with Ms. Christina Kuberski. Ms. Kuberski's appointment is effective July 1, 2020.

BOARD ACTION: _____

RESOLUTION FOR APPROVING CONTRACT OF EMPLOYMENT

WHEREAS, after being recruited and hired through a national search process Christina Kuberski has diligently served as the College's Executive Vice President since 2015, doing so with distinction and honor; and

WHEREAS, Christina Kuberski was an invaluable member of the College's team tasked with addressing continuing accreditation with the Higher Learning Commission (HLC), which her leadership role successfully assisted in preserving Highland Community College's accreditation status; and

WHEREAS, the current President of the College is retiring effective June 30, 2020, and the Board has duly considered the options available for selection of a replacement, which consideration valued the possibility of an internal candidate who had served with distinction and honor as well as the presence of significant external threats to secondary education caused by conditions related to COVID-19, which conditions may best be addressed by retention of a strong leader with significant working knowledge of the operations of the College; and

WHEREAS, the Board conducted an interview of Christina Kuberski to evaluate her willingness and ability to serve as President, and also established a separate interview committee inclusive of members from the faculty, community, and other employees of the College; and

WHEREAS, the Board has received significant positive feedback of possible hiring of Christina Kuberski from many members of the interview committee and other individuals throughout the College District; and

WHEREAS, the Board and President now wish to provide for certainty in the office of the Presidency of the College by formalizing the employment of Christina Kuberski to serve as President for the period from July 1, 2020, through June 30, 2023, on such terms and conditions as provided within the proposed Employment Agreement, attached herein as Exhibit A; and

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 Employment Agreement with Christina Kuberski, to serve as President of the College, in the form attached as Exhibit A. 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 and for a contractual term date effective July 1, 2020, the beginning of the respective upcoming school year. 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 May 2020, by the following roll call vote upon the motion by

_____, seconded by _____.

YES: _____

NO: _____

ABSENT: _____

Chair, Board of Trustees

Attest:

Secretary, Board of Trustees

EXHIBIT A

**EMPLOYMENT AGREEMENT TO SERVE AS PRESIDENT ENTERED
INTO BETWEEN**

CHRISTINA KUBERSKI

and

THE BOARD OF TRUSTEES OF HIGHLAND COMMUNITY COLLEGE

**FOR THE TERM
JULY 1, 2020 THROUGH JUNE 30, 2023**

**EMPLOYMENT AGREEMENT TO SERVE AS PRESIDENT ENTERED
INTO BETWEEN**

CHRISTINA KUBERSKI

and

THE BOARD OF TRUSTEES OF HIGHLAND COMMUNITY COLLEGE

**FOR THE TERM
JULY 1, 2020 THROUGH JUNE 30, 2023**

This Agreement (“Agreement”) made and entered into this ____ day of May, 2020, by and between the Board of Trustees of Highland Community College, (hereinafter “Board”), and Christina Kuberski, (hereinafter “Kuberski” or “President”):

WHEREAS, after being recruited through a national search process Christina Kuberski has diligently served as the College’s Executive Vice President since 2015, doing so with distinction and honor; and

WHEREAS, the Board has conducted an interview of Christina Kuberski to evaluate her willingness and ability to serve as President, and established a separate interview committee including members of the faculty, community, and other employees of the College; and

WHEREAS, the Board and President now wish to provide for certainty in the office of the presidency of the College by formalizing service by Christina Kuberski as President of the College for the period from July 1, 2020, through June 30, 2023, 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 Christina Kuberski as President of the College for a term

commencing July 1, 2020, and continuing until June 30, 2023. 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 her 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, 2023, 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 her 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 her role as President which interferes with her duties and responsibilities or adversely affects her 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 her duties as President and her 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 her 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 a period of twelve months following the date of the notice. Provided, however, if the President obtains other employment during the remaining term, the Board's obligation to pay compensation shall be reduced by the President's compensation from that employment.

F. Breach by President. If President, during the term of this Agreement, resigns without approval from the Board, or in any manner breaches her obligation to provide the contractual services outlined herein by departure from employment at her election, the Parties agree that the Board will be irreparably harmed. Accordingly, in such circumstance the President agrees to remit payment of \$30,000 to the College, representing the Parties' present estimate of the costs associated with a new search process to recruit and hire a replacement for President. The Parties further agree and herein stipulate that the amount of actual damages that will be incurred is difficult and uncertain to estimate. Therefore the amount set forth herein is the Parties' best estimate as to the actual costs and agreed to be reasonable. Payment of the amount is due within 30 days of demand by the Board President.

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, for the 2020-2021 year an annual salary of one hundred sixty-two thousand and five hundred dollars (\$162,500). Each succeeding year's annual salary shall be increased by 2% over the prior year. 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 her 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 she had as of June 30, 2020, remaining from her position as Executive Vice President of the College.

The President shall consult with the Board Chair in the event she 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 her membership dues and fees for and in respect to her 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 her community relationship or her 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 Other Travel Related Expenses of the President.

President shall receive \$1,000.00 monthly as reimbursement for and in respect to her use of her personal automobile while on College Business within the District's territory. Such amount shall be paid in accordance with the payroll schedule of the College. President shall, where necessary, cooperate with the Board in the documentation of the same. The College shall also reimburse the President for actual mileage for required travel outside of the geographic territory of the District.

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 her 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. President will earn sick leave at the rate of 1 day per month and have available any remaining accrued the sick leave days to which she was entitled as an employee of the College as of June 30, 2020.

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 reimbursement allowance provided in Paragraph 7F annualized, not to

exceed the maximum allowable benefit of \$250,000. It does not include any 403(b). The President may name one or more beneficiaries of her choice for any portion of the employee basic 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 her use of her home for 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 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. Use of the College provided phone shall be subject to any applicable policies of the College and President shall have no expectation of privacy in the use of such device.

9. EVALUATION OF PRESIDENT

At least once each College fiscal year, (on or before April 15th 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 her 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 reference only, and if there shall be any conflict between any such heading or numbers and the text of this Agreement, the text shall control.

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.

Christina Kuberski, President

THE BOARD OF TRUSTEES OF HIGHLAND
COMMUNITY COLLEGE

By _____
Chair

ATTEST:

Secretary-Board of Trustees