

Agenda Item #13

June 7, 2019

Illinois Community College Board

APPROVAL OF THE TERMS OF EMPLOYMENT FOR THE EXECUTIVE DIRECTOR

The Employment Agreement between Dr. Brian Durham and the Illinois Community College Board must be approved. The agreement is being approved with a beginning date of June 7, 2019 and an end date of June 6, 2021.

RECOMMENDED ACTION:

It is recommended that the following motion be adopted:

The Board hereby approves the Employment Agreement between Dr. Brian Durham and the Board, effective immediately.

Illinois Community College Board

EXECUTIVE DIRECTOR EMPLOYMENT AGREEMENT

The Illinois Community College Board (“Board”) and Dr. Brian Durham (“Executive Director”) in consideration of the mutual promises made hereby agree this 7th day of June, to provide for the following terms and conditions of employment:

1. Office. The Board appoints and employs Dr. Brian Durham as its Executive Director, who accepts the appointment and employment, subject to the terms and conditions of this Agreement (“Agreement”). The duties of this position of Executive Director include the satisfactory performance of duties of Executive Officer and Executive Secretary, referenced in the Illinois Public Community College Act, 110 ILCS805/1-1.et. seq.; and those additional duties as specified in the job description for the Executive Director of the Illinois Community College Board.
2. Term of Employment. The term of the Executive Director’s employment shall begin June 7, 2019 and end June 6, 2021.
3. Compensation. In consideration of the services to be performed, the Board shall pay the Executive Director semimonthly at the rate of \$176,000 per annum. During the term of this Agreement the Executive Director shall receive a cost of living increase each fiscal year aligned with the CPI, at a minimum of 1%, and a maximum of 3%. The Board may opt to increase the amount based upon performance.
4. Employee Benefits.
 - A. Like Benefits. The Executive Director shall be eligible during his employment for all benefits available to Board employees under applicable laws, rules, regulations, and policies, including, but not limited to, the Illinois Community College Board Employee Guidebook, and any amendments thereto which arise during the course of his employment.
 - B. Insurance. The Board shall provide to the Executive Director the same medical, life, and other insurance coverage provided to other Board employees through the State of Illinois group insurance program.
 - C. Retirement. The Board shall provide to the Executive Director the same retirement provided to other Board employees through the State Universities Retirement System (SURS).

Agenda Item #13
June 7, 2019

- D. Vacation. The Board shall provide to the Executive Director vacation leave as outlined in the Illinois Community College Board Employee Guidebook.
 - E. Holiday, Personal and Leave Days. The Executive Director shall receive the same types and number of paid leave days for holiday, personal and sick leave, and other leaves as outlined in the Illinois Community College Board Employee Guidebook.
 - F. Accumulation Days. Vacation days should be taken in the fiscal year in which they are earned; however, vacation days may be accumulated in an amount not to exceed twice the number of days earned annually, consistent with the Illinois Community College Board Employee Guidebook. Unused vacation leave in excess of such maximum accumulation shall be forfeited.
5. Expenses. The Board shall reimburse the Executive Director for all reasonable business expenses incurred by him in discharging his official duties, including travel, subject to his compliance with applicable Illinois law, the State of Illinois' Higher Education Travel Control Board, and such travel regulations as the Board may approve.
6. Duties.
- A. In consideration of compensation and benefits provided under this Agreement, the Executive Director shall perform all duties and services of his office required by the Board and by law and carry out such policies and directives of the Board as it may from time to time determine.
 - B. The performance of duties is anticipated to be principally located in Illinois. Performance of duties may take place at locations outside of Illinois as required by the Board or as appropriate to discharge the duties of office.
 - C. The Executive Director shall be a full-time employee of the Board and may not accept payments of honorariums of any kind, unless approved in advance by the Board; alternatively, he may direct the gift of such payment or honorariums to the charity or educational foundation of his choice. The Executive Director shall perform no services that conflict with his obligations under this Agreement. This subsection shall not restrict the Executive Director's right to compensation for honorariums earned on vacation days if allowed under the State Officials and Employees Ethics Act (5 ILCS 430).
7. Evaluation. The Board shall conduct an evaluation of the Executive Director at least once each fiscal year hereunder.
8. Personal Obligations. The obligations undertaken by the Executive Director in acceptance of this Agreement are personal contractual undertakings and are not assignable.

Agenda Item #13
June 7, 2019

However, it is acknowledged that the performance of certain official duties may be appropriately delegated to members of the Board's staff, subject to his supervision and direction.

9. Termination.

A. The Board may terminate this Agreement at any time for just cause, which shall include, but not be limited to:

- (i) failure of the Executive Director to perform the duties of his office;
- (ii) failure to comply with the reasonable instructions or direction of the Board;
- (iii) engaging in conduct of an incompetent, insubordinate, immoral, or criminal nature as the Board determines renders the continued performance by the Executive Director of his office incompatible with the best interests of the Board and the State of Illinois.

The Board shall give the Executive Director notice of the reasons for its actions in writing and provide a reasonable opportunity for prompt hearing before the Board or such persons as it may authorize for that purpose. The Board reserves the right to suspend the Executive Director pending the hearing. Any such suspension shall be without loss of salary and benefits to the Executive Director, except in the case of alleged misappropriation of funds or property or other behavior that brings disrepute upon the Board, provided the suspension is approved by a 2/3 vote of the Board. Termination shall not be final until either:

- (i) the opportunity for a hearing has been waived; or
- (ii) the Board confirms the termination after hearing.

B. In the event of the Executive Director's death during the term of employment, this Agreement shall be deemed terminated as of the last day of the month in which death occurs.

C. The Board may terminate this Agreement in the event the Executive Director is unable to substantially perform the duties of his office because of partial or total disability or impairment due to mental or physical illness or incapacity that continues for a period of six (6) consecutive months. The Board shall have the right at any time and at its cost to require a medical examination of the Executive Director by a physician selected by it, as well as the receipt of a report from the Executive Director's personal physician. The Board shall provide a reasonable opportunity for a prompt hearing on its decision to terminate before the Board or such persons as it may authorize for that purpose. Termination for disability shall not be final until either:

- (i) the opportunity for a hearing has been waived; or
- (ii) the Board confirms the termination after hearing.

Agenda Item #13
June 7, 2019

During the period (not to exceed six months) prior to final termination for partial or total disability or impairment, the Executive Director shall be entitled to full salary and benefits until such time as he is eligible for disability benefits as otherwise provided under this Agreement.

- D. It is the expectation of the parties that the Executive Director shall serve his full term as provided. In the event the Executive Director terminates this Agreement before the expiration of the employment term, he shall provide the Board with three (3) months prior written notice.
- E. In the event of termination of this contract pursuant to paragraph 9(A) or 9(C), the Executive Director shall be entitled severance pay equal to 20 weeks, consistent with the rate of pay on the date of contract termination, which shall be payable within four (4) weeks of the last day of employment. Such severance pay shall be in addition to any payable personal, vacation, or other leave time accrued at the time of contract termination. If it is determined by a two-thirds majority of the Board that the Executive Director has during the contract term engaged in misconduct, as specifically defined by 5 ILCS 415/5, and that the contract is terminated as a result of said misconduct, the Executive Director shall be entitled to no severance pay.

10. Individual Liability. The performance of this Agreement shall be an obligation of the Board as an agency or the State of Illinois and no Board member or its Chair is intended to be, nor shall be personally or individually liable for the performance of any obligation. The agreement shall be binding upon the successors and assigns of the Board.

11. Renewal. This Agreement is not self-renewing. On or before December 31, 2020, the Board shall give the Executive Director written notice if it intends to seek to continue the employment of the Executive Director after June 6, 2021. In the event the Board determines to seek to continue the employment of the Executive Director, the parties shall complete their negotiation for a subsequent contract on or before March 31, 2021. Should the Board fail to comply with the deadlines established by this section, this Agreement shall terminate on June 6, 2021.

12. Whole Agreement. This Agreement constitutes and expresses the entire agreement of the parties concerning the subject of the employment and appointment of the Executive Director, and incorporates all related promises, representations, and understandings. It may not be changed orally; any alterations must be made by written amendment signed by both parties.

13. Governing Law. This Agreement shall be construed under Illinois law.

14. Notices. All notices from one party to the other shall be directed, in writing, as follows:

Chair, Illinois Community College Board
401 East Capitol Avenue 5

Agenda Item #13
June 7, 2019

Springfield, Illinois 62701-1711

Dr. Brian Durham
Executive Director
Illinois Community College Board
401 East Capitol Avenue
Springfield, Illinois 62701-1711

IN WITNESS WHEREOF, the parties have signed and sealed this Agreement in duplicate originals.

Dr. Brian Durham

Dr. Lazaro Lopez, Chair
Illinois Community College Board