



815 / 288-5511

# Sauk Valley College

R.R.5 DIXON, ILLINOIS 61021

Office of the Secretary  
to the Board of Trustees

Date: September 29, 1986

## PUBLIC NOTICE OF MEETING

This is to provide public notice of the following meeting associated with the Sauk Valley College Board of Trustees:

Community  
WHO: Sauk Valley/College Board of Trustees  
District #506

WHEN: Thursday, October 2, 1986

TIME: 12:15 p.m.

WHERE: Union Grove School, 11429 Ward Road  
Morrison, IL 61270

TYPE: Open

PURPOSE: Appointment, employment or dismissal of an employee

AGENDA: Amend the contract for the new president by changing the starting date from November 3 to October 14, 1986.

Marilyn Vinson  
Marilyn Vinson, Secretary  
to the Board of Trustees,  
District #506

SAUK VALLEY COMMUNITY COLLEGE BOARD OF TRUSTEES MEETING MINUTES

October 2, 1986

The Board of Trustees of Sauk Valley Community College met in special meeting at 12:15 p.m. on October 2, 1986 at the Union Grove School, 11429 Ward Road, Morrison, IL 61270.

Call to Order: Chair Groharing called the meeting to order at 12:15 p.m. and the following members answered roll call:

Absent: Ed Andersen Paul Berrettini  
William Simpson Barry Bielema

Secretary Pro-tem: Chair Groharing appointed Bob Wolf as secretary pro-tem due to the absence of William Simpson.

Amdended  
Contract for  
New  
President: It was moved by Member Peterson and seconded by Member Wolf that the Board approve the attached resolution which amends the employment contract with Dr. Richard Behrendt to change the starting date from November 1 to October 14, 1986. It was noted that all other terms of the contract and prior resolutions of the Board are otherwise ratified and confirmed. In a roll call vote, all voted aye. Motion carried.

Adjournment: Since the scheduled business was concluded, it was moved by Member Peterson and seconded by Member Wolf that the Board adjourn. The next regular meeting will be October 27 at 7:00 p.m. In a roll call vote, all voted aye. Motion carried.

The Board adjourned at 12:30 p.m.

Respectfully submitted:

Robert Wolf  
Robert Wolf, Secretary Pro-tem

RESOLUTION OF BOARD OF TRUSTEES OF  
SAUK VALLEY COMMUNITY COLLEGE DISTRICT NO. 506  
OCTOBER 2, 1986

WHEREAS, the College Board has been seeking a full-time president to replace W. Harold Garner, who resigned in May, 1986; and

WHEREAS, on September 22, 1986, the Board, at its regularly scheduled meeting adopted a Resolution authorizing employment of Richard Behrendt as President; and

WHEREAS, such contract has been signed by the parties, but the parties have learned that Richard Behrendt can be available to the College on October 14, 1986 rather than November 1, 1986, and it is in the best interests of the College that he start earlier.

IT IS RESOLVED:

1. The College employ Richard Behrendt as its President on the terms and conditions heretofore specified, except that his employment begin October 14, 1986, and the Chairman and Secretary are directed to enter into an employment agreement with Richard Behrendt containing all said terms.
2. The terms of the contract and the prior Resolution of the Board are otherwise ratified and confirmed.

Roll call vote:

AYES:

Joe McDonald Eddie Peterson  
Bob Wolf Rich Shobering

NAYS:

Dane Richard B Shobering  
Chairman

Robert H. Wolf  
Secretary

EMPLOYMENT AGREEMENT  
BETWEEN

DR. RICHARD BEHRENDT

and

THE BOARD OF JUNIOR COLLEGE  
DISTRICT NO. 506  
COUNTIES OF WHITESIDE, LEE, OGLE,  
HENRY, BUREAU AND CARROLL  
STATE OF ILLINOIS

Official signed  
copy in Dr Behrendt's  
personnel file and  
the Business Office

EMPLOYMENT AGREEMENT  
BETWEEN

DR. RICHARD BEHRENDT

and

THE BOARD OF JUNIOR COLLEGE  
DISTRICT NO. 506  
COUNTIES OF WHITESIDE, LEE, OGLE,  
HENRY, BUREAU AND CARROLL  
STATE OF ILLINOIS

WITNESSETH, This Agreement made and entered into this 14th day of October, 1986, by and between the Board of Trustees of Sauk Valley College, (hereinafter "Board"), and Richard Behrendt (hereinafter "President"):

WHEREAS, Board at its regularly scheduled meeting on October \_\_\_, 1986, upon roll call vote, duly adopted its Resolution authorizing the Chairman and Secretary of Board to execute on its behalf an Employment Agreement, employing President under the terms and conditions therein set forth, and

WHEREAS, President is willing to enter into and execute this Employment Agreement under and pursuant to such terms and conditions, and

WHEREAS, Board and President mutually desire that the President be provided with this written Employment Agreement for and in respect to President's position as President of Sauk Valley College to enhance administrative stability and in order that the parties hereto may define herein their mutual rights, obligations and duties, each to the other,

NOW, THEREFORE, in consideration of the premises 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 Richard Behrendt as President of

the College for a term commencing October 14, 1986, and continuing until June 30, 1989.

**2. POWERS AND DUTIES**

The President shall be and remain the Chief Executive of the College, throughout the term hereof, or any extension or renewal hereof, and as such Officer 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, those set forth in the written policy now in force and as adopted by the Board from time to time. Throughout the term of 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, subject to the terms and conditions of this Agreement.

**3. REAPPOINTMENT**

Notice of intent not to renew this contract must be given by either party in writing at least one (1) year before the expiration date. Failure to serve notice of intent not to renew shall extend this contract for one (1) additional year. The parties may extend this agreement with or without modification of its terms for an additional term on June 30 of any year the contract is in force.

**4. EXTENT OF SERVICES**

The President shall devote his full time, attention and energies to the business of the College, and shall not during the term of this agreement or any renewal or extension hereof 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. NON-RENEWAL OR TERMINATION OF EMPLOYMENT

Notwithstanding anything to the contrary contained in this Agreement, the President's employment may be terminated 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 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 shall be a basis for termination of employment.

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 be deemed to have terminated upon the death of the President, during the term hereof or any extension or renewal hereof.

### D. Discharge for Cause.

The President may be discharged for cause by the

Board. 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, unprofessional behavior, immorality, or for other sufficient reason or cause under the laws of the State of Illinois. Upon a majority vote of the Board to dismiss for cause, the President shall be given written notice of the Board's decision. The President shall be entitled to appear before the Board to discuss the notice of his dismissal. Such meeting may be in public session or executive session, at the option of the Board.

6. PRESIDENT'S SALARY

Board shall pay president an annual salary of Sixty-one Thousand Five Hundred and no/100ths Dollars (\$61,500.00) for the term commencing November 1, 1986 through June 30, 1989. Said annual salary rate shall be paid to the President in installments in accordance with the usual and customary payment practices of the Board. Unless mutually agreed between the Board and President, the Board shall not reduce said annual salary rate below said \$61,500.00 amount. Nothing herein shall be deemed to prohibit the Board, in its discretion, from increasing the President's annual salary prospectively at any time during the term of this Agreement, or during any extension or renewal hereof.

7. PRESIDENT'S BENEFITS IN ADDITION TO SALARY

A. 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 in respect to Community Colleges throughout the State.

B. Vacation Benefits. The President shall receive paid vacation equal to that provided the Deans, but not less than twenty-four (24) days per each contract year.

The President agrees to consult with the Board in respect to the particular date or dates he intends to utilize such vacation benefits, through the term of this Agreement, or any extension or renewal hereof.

C. Dues, Fees. Board shall pay President's membership dues and charges to appropriate educational associations or 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 and President mutually deem necessary or advisable that President join in order to enhance or improve his community or professional skills and relationships.

D. Conference, 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.

E. President's Moving Expenses and Relocation Expenses.

1. Moving Expenses. Board shall pay or reimburse President for his and his family's moving expenses to the extent the same shall be incurred, in respect to the cost and expense of a professional moving company transporting his and his family's household goods, furniture, appliances and the like, from Robinson, Illinois to his initial place of residence within the College District. President shall use good faith efforts to obtain a minimum of three

(3) estimates from moving companies, (one of which shall be, if possible, a Company having its offices and facilities within this District). The President shall submit such estimates to the Board prior to his contracting with any such Company. Board's obligation to pay or reimburse the President for such moving expense shall not exceed the lowest of the three (3) said estimates, or the actual cost thereof, whichever amount shall be lower.

2. Relocation Expense. In addition to moving expense by a professional moving company, Board shall pay President relocation expense of \$1,200.00. Payment shall be made \_\_\_\_\_.  
(Date)

F. Automobile and Related Expenses of the President. The Board shall pay the President an automobile expense allowance of Three Hundred and no/100ths Dollars (\$300.00) 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 monthly.

Usage reimbursement shall be limited to purchase of gasoline required by the performance of President's duties hereunder on behalf of the Board. Appropriate vouchers shall be submitted monthly for such reimbursement.

G. Insurance, Sick Leave, Privileges, etc. The President shall be granted thirty-five (35) days sick leave as of his first day of employment. 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. In addition, the College shall pay a

premium on life insurance on the life of the President in an amount not to exceed One Thousand Two Hundred Seventy-five and no/100ths Dollars (\$1,275.00) annually, upon presentation of appropriate premium statements.

8. CREDIT CARDS

The College shall provide President with credit cards which may be used only for College business or for expenses for which the President is entitled to reimbursement under this contract or under policy.

9. EVALUATION OF PRESIDENT

At least once each contract 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.

10. NOTICES

Any notice required or permitted under the terms of this agreement shall be written and may be served personally or by prepaid certified or registered mail. If served by mail, it shall be addressed to his residence in the case of the President, or to the Chairman 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.

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. 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.

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 contract supersedes and replaces all prior contracts between the parties.

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 Chairman and Secretary, on the day and year first written above.

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President

THE BOARD OF TRUSTEES OF JUNIOR COLLEGE  
DISTRICT NO. 506, Counties of Whiteside,  
Lee, Ogle, Henry, Bureau and Carroll,  
State of Illinois

By \_\_\_\_\_  
Chairman

ATTEST:

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Secretary - Board of Trustees