

Sauk Valley Community College
December 19, 2022

Action Item 4.8

Topic: **Employment Agreement - President**

Mission: **Sauk Valley Community College is dedicated to teaching and scholarship while engaging the community in lifelong learning, public service, and economic development.**

Presented by: **Chair Bob Thompson**

Recommendation:

The Board recommends the President's contract be renewed from January 1, 2023, through June 30, 2026.

EMPLOYMENT AGREEMENT BETWEEN

DR. DAVID HELLMICH

and

THE BOARD OF COMMUNITY COLLEGE

DISTRICT NO. 506

COUNTIES OF WHITESIDE, LEE, OGLE,

HENRY, BUREAU AND CARROLL

STATE OF ILLINOIS

FOR THE TERM

JANUARY 1, 2023, THROUGH JUNE 30, 2026

EMPLOYMENT AGREEMENT BETWEEN

DR. DAVID HELLMICH

and

THE BOARD OF COMMUNITY COLLEGE
DISTRICT NO. 506

COUNTIES OF WHITESIDE, LEE, OGLE,

HENRY, BUREAU AND CARROLL

STATE OF ILLINOIS

FOR THE TERM

JANUARY 1, 2023, THROUGH JUNE 30, 2026

This Agreement (“Agreement”) made and entered into this 19th day of December, 2022, by and between the Board of Trustees of Sauk Valley Community College, (hereinafter “Board”), and Dr. David Hellmich (hereinafter “President”):

WHEREAS, the Board at its meeting on December 19, 2022, upon roll call vote, duly adopted its Resolution authorizing the Chairperson and Secretary of the Board to execute an Employment Agreement on the College’s behalf, employing the President as President of Sauk Valley Community College (“College”) under the terms and conditions herein set forth; and

WHEREAS, the Board and the 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 January 1, 2023, through June 30, 2026, on terms and conditions as provided herein; and

WHEREAS, the Board and the President previously entered into an employment agreement, with an effective date of June 19, 2018, which the Parties now desire to cancel and replace with this new Employment Agreement effective January 1, 2023; 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

The Board hereby employs David Hellmich as President of the College for a term commencing as provided in this paragraph and continuing until June 30, 2026. The President shall serve as President pursuant to the provisions of this Agreement for that term.

2. POWERS AND DUTIES

The President shall be and shall remain the Chief Executive of the College, throughout the term hereof, or any extension or renewal hereof, and as such Officer 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 written policy now in force and as 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, subject to the terms and conditions of this Agreement.

3. 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 that interferes with his duties and responsibilities or adversely affects his proficiency as Chief Executive of the College.

4. NON-RENEWAL OR 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 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. The President shall submit to physical or mental examination or both at the request of the Board, provided that such examination 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 that the Board determines is seriously prejudicial to the College and may include, without limitation, incompetency, violation of law, violation of Board Policy, 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 a meeting may be in open session or closed session, at the option of the Board.

5. PRESIDENT'S SALARY AND ADDITIONAL COMPENSATION

- A. Annual Salary. Per the Board action on June 27, 2022, the Board shall pay the President an annual salary in FY 2023 of One Hundred Ninety-Six Thousand and One-Hundred Forty-Nine Dollars and Forty-Eight Cents (\$196,149.48). The Board shall determine the President's salary for each of FY 2024, FY 2025, and FY 2026 at a Board meeting prior to the beginning of each fiscal year. The annual salary shall be paid to the President in installments in accordance with the usual and customary payment practices of the Board and any partial year of employment shall be paid *pro rata*. Nothing herein shall be deemed to prohibit the Board, in its discretion, from increasing the 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 during the term of this contract.
- B. SURS and Health Insurance Contributions. For the term of this Agreement, the College shall pay an 8% contribution to the State University Retirement System contribution on behalf of the President and the .5% to the retiree health plan.

6. 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 applicable to Community Colleges throughout the State.
- B. Vacation Benefits. The President shall earn paid vacation at the rate of two (2) days per month with no accumulation limit, except upon termination of the President's services, the College shall only reimburse for a maximum of 48 unused days. The President shall consult with the Board Chairperson in the event he plans to utilize more than three consecutive days of vacation benefit.

- C. Dues, Fees. The Board shall pay the 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 that the Board Chairperson and the President mutually deem necessary or advisable that the President join in order to enhance or improve his community relationship or his professional skills and relationships.
- D. 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.
- E. Automobile and Related Expenses of the President. The College shall pay the President an automobile expense allowance of \$700.00 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 the President monthly.
- F. Insurance, Sick Leave, Privileges, etc.
 - i. Sick Leave. The President will earn sick leave at the rate of two (2) days per month.
 - ii. Life Insurance. Subject to applicable insurability requirements, the College shall provide term life insurance on the life of the President equal to one (1) year's salary.
 - iii. Executive Health Program. The President is encouraged to engage in such a program, which will be provided by the College.

iv. Other Privileges. 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, on the same terms and conditions, including payment by the President, as are applicable to such other privileges, leaves, health leave, insurance and fringe benefits.

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

7. EVALUATION OF PRESIDENT

The Board shall conduct an annual evaluation of the President. The evaluation shall rate the performance of the President. At least once each contract year, the Board and the 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.

8. NOTICES

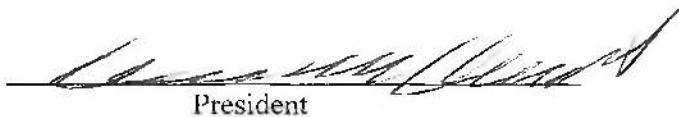
Any notice required or permitted under the terms of this Agreement shall be written and may be served personally or by prepaid certified or registered mail. If served by mail, it shall be addressed to his residence in the case of the President, or to the Chairperson of the Board of Trustees, at his or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

9. 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, and for purposes of determining the face amount of the life insurance provided as a benefit to all administration personnel, the President's "compensation" shall be deemed to be the taxable compensation the President receives which is subject to SURS contribution.
- 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 Chairperson and Secretary, on the day and year first written above.



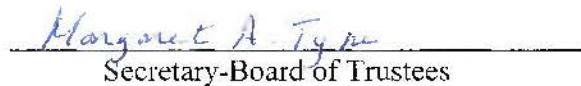
President

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



Chairperson

ATTEST:



Margaret A. Tyre
Secretary-Board of Trustees