

PRESIDENT'S EMPLOYMENT AGREEMENT

THIS AGREEMENT is effective this 7th day of December, 2022 by and between the Board of Trustees of Waubensee Community College District No. 516 (the "Board" or the "College"), and Dr. Brian Knetl (the "President" or "Dr. Knetl"). Hereinafter the Board and the President may collectively be referred to as the "Parties" and each individually as a "Party."

The Parties desire to set forth in writing the terms and conditions of their agreements and understandings as follows.

RECITALS

WHEREAS, Dr. Knetl desires to serve as the President of Waubensee Community College; and

WHEREAS, Dr. Knetl possesses the necessary scholarly and practical knowledge to serve as the President of an institution of higher education including, but not limited to, experience related to the management and administration of policies, procedures, curriculum, methods, students and personnel thereof; and

WHEREAS, the Board has determined that it is in the best interest of the College to secure the services and employment of Dr. Knetl based on the terms and conditions set forth herein; and

WHEREAS, Dr. Knetl hereby accepts and agrees to such employment, subject to the general supervision by and pursuant to the directions of the Board; and

NOW, THEREFORE, in consideration of the foregoing, the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

A. EMPLOYMENT

1. Term of Employment

The Board hereby employs the President for a contract term commencing January 30, 2023 and ending June 30, 2025. The term of this Agreement will not be extended except pursuant to a written mutual agreement of the Board and President which is publicly adopted and approved by the Board in accordance with Section 805/365 of the Illinois Public Community College Act.

2. No Restrictive Covenant

To the fullest extent of the President's knowledge, the President represents and warrants to the Board that they are not bound by any restrictive covenant of another entity or employer and has no prior or other obligations or commitments that would, in any way, prevent, restrict, hinder or interfere with their acceptance of employment by the Board or the performance of the duties and services hereunder. Dr. Knetl shall defend, indemnify and hold harmless the Board for any liability the Board may incur as the result of the existence of any such covenants, obligations or commitments.

3. No Tenure Rights

The President waives any right to tenure in the College by virtue of entering into this Agreement.

B. SALARY

1. Annual Salary

The President will receive an initial annual salary of Two Hundred Seventy-Five Thousand Dollars (\$275,000) payable in equal, twice monthly installments and subject to applicable payroll deductions.

For each subsequent year of this Agreement that starts on or after July 1, 2023, the President's annual salary may be increased in an amount to be decided by the Board. In no event will such annual salary adjustment result in providing the President with more than a six percent (6%) increase in total creditable earnings for any contract year used by the State Universities Retirement System ("SURS") for annuity calculation purposes.

C. BENEFITS

1. SURS Contribution

In addition to the annual salary stated in paragraph B of this Agreement, the Board will make a contribution on behalf of the President to the State Universities Retirement System (SURS), pursuant to the Illinois Pension Code, 40 ILCS 5/15-107(i), in an amount equal to eight and one-half percent (8.5%) of the President's salary in satisfaction of the President's statutory contribution to SURS. The President does not have any right or claim to this amount contributed by the Board on the President's behalf except as it may become available at the time of retirement from SURS. Both parties acknowledge that the President does not have the option of choosing to receive the contributed amount directly, instead of having such contribution paid by the Board to SURS, and that such contribution is made as a condition of employment to secure the President's future services, knowledge, and experience.

2. Insurance Benefits

Beginning on the date of this Employment Agreement, the College shall pay the employer portion of the premium cost of participation by the President, their spouse and any eligible dependents in the College's medical and dental insurance program, consistent with the schedule of benefits for Waubonsee Administrators. If at any time during the term of this Employment Agreement, a change in federal or state laws or regulations becomes effective, or commencement of enforcement of any such provisions, which would cause an employer penalty or tax related to the health insurance benefits provided in this Agreement, or which would cause the President to incur additional taxable income under the terms of this Agreement, the parties agree to re-open this Agreement to renegotiate or revise the affected health insurance benefits provisions.

3. Term Life Insurance

The Board will provide the President with term life insurance, including Accidental Death and Dismemberment coverage, in the total amount of twice their annual base salary. The President shall also receive long-term disability ("LTD") coverage under the College's LTD policy, consistent with the terms of that provided to Waubensee Administrators.

4. Communication Devices

College will issue President technology and communications devices, including but not limited to, cell phone, laptop computer, and tablet device and will pay the costs for related contracts and service agreements. Use of communication devices will be governed by the College's Acceptable Usage Agreement Guidelines.

5. Vehicle Allowance

The Board shall grant the President an annual nonaccountable plan for vehicle allowance of \$500.00 per month as reimbursement for expenses associated with using their personal vehicle for College business purposes.

6. Professional Development

The President shall be eligible to attend and participate in educational conferences, conventions, workshops, seminars, and similar professional activities and events, subject to reasonable review and approval by the Board Chair. The Board shall reimburse the President for reasonable, out-of-pocket expenses incurred by the President in connection with such approved activities and events.

7. Other Business-Related Expenses

In addition to the expenses set forth above, the Board shall reimburse the President for other reasonable, out-of-pocket expenses incurred for travel and other activities undertaken by the President on behalf of the College. The Board's reimbursement of such expenses shall be subject to the President's monthly submission of appropriate expense reports and substantiating documentation, and reasonable review and approval by the Board Chair.

8. a. Annual Physical Examination

The President shall submit to a comprehensive physical examination each contract year with his personal physician, the cost of which shall be paid by the Board, subject to required Board pre-approval of any exam costs not covered by insurance in excess of \$500.00. The President shall provide the Board Chair with the physician's written confirmation of the physical exam and verification of the President's fitness to perform their essential duties as President. In addition, the Board reserves the right to require the President to submit to a medical examination whenever the Board determines that there is good cause to verify the President's physical or mental fitness for duty. If this situation occurs, the board reserves the right to select or approve the physician conducting the fitness for duty examination and/or to obtain a second medical opinion.

b. Physical Wellness and Fitness Incentive

In the interest of Presidential wellness and fitness for duty, the President shall receive reimbursement not to exceed \$5,000 per year to be used at the discretion of the President for activities, including preventative activities, which promote his personal physical wellness and fitness such as memberships to health clubs, wellness and fitness subscriptions, wellness and fitness coaching, etc. This amount shall be \$2,500 for the remainder of Fiscal Year 2022-2023.

9. Tax Sheltered Annuity Contribution

The board annually will provide additional eligible earnings to offset contributions to an eligible 403(b) and/or 457(b) tax-sheltered retirement plan(s). These additional earnings shall not exceed the applicable Internal Revenue Service (IRS) annual limits for any year of this Agreement. Further, the provision is subject to the SURS limitations on end of career earnings set forth in Section B.1 of this Agreement.

10. Administrative Employee Benefits

The President will receive any paid vacation, sick and personal leave and other fringe benefits not specifically set forth herein that are granted to all Waubensee Administrators.

11. Relocation Assistance

The President shall receive a one-time reimbursement up to a maximum of \$10,000 for reasonable relocation expenses to enable him to relocate to the Waubensee Community College community. At the Board's request, the President shall obtain 3 estimates prior to selecting a professional moving service if a professional moving service is engaged.

D. POWERS AND DUTIES

1. Authority and Responsibility

Subject to policies and directives established by the Board and consistent with the Illinois Public Community College Act, the President shall act as the chief executive officer of the College. The President shall have authority and responsibility to organize, direct, manage and oversee the administration of the College in a manner intended to promote and advance the College's best interests.

The President shall be in charge of the administration of the College and be under the direction of the Board; they shall be the chief executive officer for the Board, responsible and accountable for the leadership and management of the entire College and its programs, services and administrative functions; they shall direct and assign other employees of the Board under their supervision; they shall organize, reorganize and arrange the administration and supervisory staff, including instruction and business affairs, as best serves the College, subject to approval by the Board; they shall select, place, transfer and dismiss employees or, in the case of professional employees, recommend dismissal of such personnel subject to approval by the Board; they shall carry out the duties and responsibilities of the President as set forth in the

Waubonsee Community College Board Policy Manual, including changes to that manual that may be directed by the Board; they shall suggest policies, procedures, regulations and rules deemed necessary for the welfare of the College; and, in general, they shall perform all duties incident to the office of the President and such other duties as may be prescribed by the Board.

The President shall be responsible for communicating with the Board on a regular and continuing basis so that the Board is advised on a timely basis of matters which might require policy guidance from the Board. The Board may further establish and designate the President's essential job responsibilities in a position description adopted by the Board.

2. Fiduciary Duty

During the term of employment, the President shall devote substantially all of their professional time, attention, skills and energy to the performance of their responsibilities as President of the College. The President shall perform such responsibilities professionally, in good faith, and to the best of their abilities.

E. EVALUATION

1. By May 1 of each year of this Agreement, the President will propose specific written annual performance goals. The proposal will include how progress toward these goals will be measured over the course of the twelve-month contract period commencing on the following July 1. The Board will meet with the President to review and approve the performance goals and measurements by July 1 of each contract year.
2. The President will provide the Board with written status reports, including data measuring their progress towards meeting the annual performance goals. The President will submit the status reports at least once during each six (6) month period of each contract year and at least twice per contract year.
3. The Board will review and evaluate the President's performance before June 30 of each year of this Agreement. The Board will review and assess the President's overall performance and their successful completion and attainment of the performance goals based upon previously identified, measurable criteria and documented outcomes. A copy of the Board's written annual evaluation will be provided to the President.

F. TERMINATION OF AGREEMENT PRIOR TO EXPIRATION

1. This Employment Agreement and the employment relationship between the Board and the President shall be terminated by any or all of the following:
 - (a) Mutual agreement;
 - (b) Disability, as certified by a physician selected by or acceptable to the Board, which renders the President unable to perform the essential duties of their job,

with or without reasonable accommodation. To the extent disability is certified under this contractual provision, the President, at his own expense, may obtain a second opinion from a Board-selected physician;

- (c) Discharge for cause in accordance with the provisions of Sections F.2 and F.3 below; or
 - (d) Resignation by written notice to the Board at least twelve (12) months prior to the effective resignation date, or such shorter period as the Board may accept.
2. Discharge for cause shall be for conduct which violates College policy, Board directives, the terms of this Agreement, or which adversely impacts the College, as determined by the Board. Examples of good cause for termination include, but are not limited to the following:
- (a) President's conviction or plea of *nolo contendere* to a felony or to a misdemeanor involving fraud, misappropriation, embezzlement, or moral turpitude.
 - (b) Acts or omissions constituting gross negligence, recklessness, or willful misconduct on the part of the President with respect to the President's obligations to the College or otherwise relating to the business of the College.
 - (c) The President's fraud or dishonesty in connection with the President's performance of duties, which has a materially detrimental effect on the College.
 - (d) A material breach by the President of any material provision of this Agreement, which shall include, without limitation, any act or omission which would be deemed a violation of the Board's Policies and Procedures.
3. In the event the Board is considering discharge for cause under subsection 2 above, the specific reason(s) for discharge for cause shall be given to the President in writing, who shall be offered an opportunity to appear before the Board to discuss such matter. If the President chooses to have legal counsel accompany them during their appearance before the Board, the President shall bear any costs and expenses arising from the retention of such counsel. The President's meeting with the Board shall be conducted in closed session. If the Board, in its sole discretion, determines there is cause to discharge the President, the President shall be paid for services performed through the date of discharge only, without any further obligations on the part of either party to the other, unless mutually agreed otherwise.
4. In the event that this Agreement is terminated for cause or any other reason, the Board will not grant the President any severance payment in excess of one (1) year as provided in Section 805/3-65 of the Illinois Public Community College Act. The Board's decision to terminate this Agreement in accordance with this paragraph F does not obligate the Board to pay any severance compensation to the President upon termination.

G. NOTIFICATION OF STATUS

Not less than six months before the expiration of the President's contract term, the Board shall notify the President of the Board's intent to either renew or not renew the contract upon its expiration.

H. RETURN OF COLLEGE PROPERTY

At any time upon the College's request and/or upon termination of the President's employment with the College, the President shall immediately deliver to the College all data, manuals, specifications, lists, notes, writings, photographs, microfilm, electronic equipment, tape recordings, documents and tangible materials, including all copies of duplicates, and any other personal property owned by, belonging to or concerning any part of the College's activities or concerning any part of the President's activities relating to the President's employment with the College (collectively, the "Property"). The Property is acknowledged by the President to be the College's Property, which is only entrusted to the President on a temporary basis in their capacity as President of the College.

I. CONFIDENTIALITY

The President agrees not to disclose or divulge any Confidential Information to any other person or entity, except during their employment with the College when required due to the nature of their duties or as required by law. For purposes of this Agreement, "Confidential Information" shall include any of the College's non-public business or financial information or any other confidential information that is disclosed to the President or that the President otherwise learns in the course of their employment. The President's obligations hereunder, with respect to Confidential Information, shall remain a continuing obligation, even after the President has left the employment of the College.

J. INDEMNIFICATION

The Board will indemnify the President and provide legal representation in response to any claims or lawsuits arising from actions taken within the scope of his employment or at the Board's direction as provided in Section 805/3-29 of the Illinois Public Community College Act.

K. NOTICE

All notices required by this Agreement shall be in writing and delivered as follows, unless otherwise directed by a Party:

If to the Board, to:

The Chair of the Board of Trustees
Ms. Rebecca D. Oliver
Waubonsee Community College
Route 47 @ Waubonsee Drive
Sugar Grove, IL 60554-9454

With a copy to:

Secretary of the Board
Mr. Patrick Kelsey

Waubonsee Community College
Route 47 @ Waubonsee Drive
Sugar Grove, IL 60554-9454

If to the President, to:

Dr. Brian Knetl
547 Cherry Street SE
Grand Rapids, MI 49504

All notices shall be given personally, or via a national overnight delivery service, or via certified mail, postage prepaid, return receipt requested. A notice delivered personally shall be deemed to have been given on the date on which it is so delivered. A notice sent via a national overnight delivery service shall be deemed delivered on the next business day following its date of dispatch. A notice sent by certified mail shall be deemed to have been delivered three (3) business days after it is properly deposited in a U.S. Postal Service depository.

L. SAVINGS CLAUSE

This Agreement shall be interpreted and enforced in accordance with the laws of the State of Illinois. The provisions of this Agreement are intended to be interpreted and enforced in a manner that renders them valid and enforceable. In the event that any provision of this Agreement is found to be invalid or unenforceable, such provision shall be modified to the extent and in the manner in which a court of competent jurisdiction deems reasonable, and thereupon enforced upon such terms. If any such provision is not so modified, it shall be deemed stricken from this Agreement without affecting the validity and enforceability of any of the remaining provisions hereof.

M. ENTIRE AGREEMENT

This Agreement contains the entire agreement of the parties and supersedes all prior discussions, representations, commitments, and agreements between the parties with respect to the subject matter hereof. No modification or amendment of this Agreement shall be deemed valid unless in writing and signed by both the Board Chair and the President.

N. MODIFICATION


Any modification or amendment to the terms of this Agreement must be made in writing, by mutual agreement of the Parties, in accordance with the Illinois Public Community College Act, and affixed to this Agreement as an attachment.

O. ACKNOWLEDGMENT OF UNDERSTANDING

The Parties to this Agreement acknowledge and represent that they have read the foregoing Agreement in its entirety and fully understand each and every provision contained herein.


IN WITNESS WHEREOF, the parties have executed this Agreement in good faith on the dates entered below.

**CHAIR OF BOARD OF TRUSTEES OF
WAUBONSEE COMMUNITY COLLEGE DISTRICT NO. 516**

By:  Date: 12/14/22
Chair of Board of Trustees

Rebecca D. Oliver
Printed Name

ATTEST:

By:  Date: 12/14/22
Secretary of Board of Trustees

PATRICK KELSEY
Printed Name

PRESIDENT

 Date: 12-7-22
Signature

Brian Knetl
Printed Name