

**PRESIDENT  
EMPLOYMENT AGREEMENT**

AGREEMENT made this 15<sup>th</sup> day of October 2021, between the BOARD OF TRUSTEES OF COMMUNITY COLLEGE DISTRICT NO. 515, Counties of Cook and Will, State of Illinois, commonly known as Prairie State College (“Board”) and Dr. Michael Anthony Ph.D. (“President”). The Board and the President may hereinafter be referred to separately as a “Party” and jointly as the “Parties”

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 AND COMPENSATION**

- 1(a). **Term of Employment.** The Board hereby employs the President for an initial term commencing on October 15, 2021 and terminating on June 30, 2023, unless terminated earlier as set forth in Section E herein. A standard contract year under this Agreement shall be from July 1 – June 30.
- 1(b). **Salary.** The President’s annual fiscal year salary for the period from October 15<sup>th</sup>, 2021, to June 30, 2022, shall be prorated to reflect eight and one-half months of service and shall be based on an annual (*i.e.* 12 months) salary of Two Hundred Fifteen Thousand and No/100 (\$215,000.00). The President’s annual salary for any subsequent contract year (July 1 – June 30) shall be determined after the Board’s evaluation of the President and in any event shall be no less than the prior year’s salary. Said amounts shall be paid in equal installments according to the payroll dates in effect for other senior level administrators, with such deductions as may be required by law and as may be agreed upon between the Board and the President, and the President hereby accepts employment upon the terms and conditions set

forth in this Agreement.

2. SURS Contributions and Indemnification. The prorated and annual salary stated in paragraph A.1(b). of this contract includes a contribution by the Board on behalf of the President to the Illinois State University Retirement System (“SURS”) in an amount equal to the President’s required contribution to such retirement system. The President does not have any right or claim to said amount contributed by the Board on his behalf except as it may become available at the time of retirement or resignation and subject to the rules and regulations of SURS. Both Parties acknowledge that the President did not have the option of choosing to receive the contributed amounts directly, instead of having such contributions paid by the Board to SURS, and that such contributions are made as a condition of employment to secure the President’s future services, knowledge and experience.
3. Extensions of and Other Amendments to Agreement. Any salary or other adjustment or modification made during the term of this Agreement will be in the form of a written amendment to be attached to and made a part hereof, but such adjustment or modification will not be construed as a new Agreement with the President, nor as extending the termination date of this Agreement, except as explicitly agreed in such writing.

B. BENEFITS

1. Health/Disability Benefits. The Board will provide the President with the health and disability benefits program provided to all full-time senior level administrative employees, including payment of required premiums for health, medical and dental insurance for the President and dependent members of his family as defined by the insuring conditions of the company then insuring employees of the Board and their dependents, under the plan(s) of health, medical and dental insurance as maintained or offered by Prairie State College for its employees from year to year.
2. Sick Leave and Other Leave. Except as otherwise provided in this

Agreement, the President shall receive sick leave, bereavement, and other paid or unpaid leave as provided by Board policy for other Prairie State College administrators, or as required by law. The Board further agrees that it will compensate the President for a maximum of twelve (12) unused sick days per year, at his per diem rate of compensation which shall be calculated on the basis of his then-applicable salary divided by two hundred and sixty (260) work days per year, except during the first partial year of this Agreement (from October 15, 2021, through June 30, 2022) the President's per diem rate of compensation shall be calculated on the basis of his applicable salary divided by one hundred eighty-five (185) work days.

3. Vacation. The President shall be entitled to twenty-two (22) days of paid vacation in each year of this Agreement, excluding weekends and legal holidays. During the first partial year of this Agreement, said vacation accrues on the first day of employment on a prorated basis for the period from October 15, 2021, through June 30, 2022. During any subsequent contract year, said vacation accrues on the first day of each fiscal year. The President shall notify the Board of any planned vacation and shall obtain pre-approval of the timing of vacations which exceed five (5) consecutive working days. Scheduled spring, summer and winter recess periods shall constitute workdays unless the President specifically takes them as vacation days. During the winter recess period, when the Prairie State College campus is closed to normal business operations other than security and maintenance, the President shall have reasonable additional, appropriate flexibility to perform his administrative responsibilities at such locations as may be effective and convenient. Except as otherwise provided herein, vacation must be taken within the fiscal year (July 1 to June 30) of the Agreement in which it is earned.

The President may carry forward and use a maximum of ten (10) days of vacation not used in the year earned. The Board further agrees that it will

compensate the President for a maximum of twelve (12) unused vacation days per year, at the end of the year in which they are earned, at his per diem rate of compensation which shall be calculated on the basis of his then-applicable salary divided by two hundred and sixty (260) work days per year, except during the first partial year of this Agreement (from October 15, 2021, through June 30, 2022) the President's per diem rate of compensation shall be calculated on the basis of his applicable salary divided by one hundred eighty-five (185) work days. The Director of Human Resources shall be provided a copy of this Agreement. At the start of each contract year, the Director of Human Resources shall confirm in writing to the President: (1) the number of unused vacation days for which the President was compensated in the preceding contract year; and (2) the number of unused vacation days he has carried forward from the previous contract year.

4. Life Insurance. The Board will pay on the President's behalf annual premiums for a policy of term life insurance in the maximum amount of Two Hundred Thousand and No/100 U.S. Dollars (\$200,000.00) upon the life of the President with such insurer as the Board may select, and in favor of such beneficiaries as the President, as the owner of such policy may designate.
  
5. Automobile and Related Expenses. The Board will provide the President with a suitable leased automobile for his use in performing his duties on behalf of Prairie State College, and will provide payment for necessary maintenance, operation and insurance costs incurred in the use and maintenance of said automobile related to Prairie State College business travel, including, but not limited to an automated highway toll device and motor fuel. The Chair of the Board is authorized to approve the specific vehicle lease or purchase on behalf of the Board. The President shall maintain documents substantiating business use of such automobiles in

District 515 administrative offices. Use of such automobiles not substantiated at the end of each calendar year as business use, shall be considered personal use and reported by the Board as taxable compensation using the U.S. Internal Revenue Service then-applicable Standard Mileage Rate.

6. Reimbursement for Business Expenses; Professional Dues. The President shall be entitled to reimbursement for reasonable business expenses incurred in the exercise of his duties as President and in promoting and advancing the interests of Prairie State College.
  
7. Stipend to Defray Expenses of Community Involvement. One of the President's primary responsibilities is to promote the visibility and interests of Prairie State College by participating in civic activities in the communities it serves. In recognition thereof, the President shall receive an annual stipend of Five Thousand Seven Hundred Fifty and No/100 U.S. Dollars (\$5,750.00) for such purposes at the outset of each fiscal year. During the first partial year of this Agreement, said stipend shall be paid in the first month of employment on a prorated basis for the period from October 15, 2021, through June 30, 2022. During any subsequent contract year, said stipend will be paid within the first month of each fiscal year. Said stipend will be treated for tax purposes as taxable income.
  
8. Attendance at Professional Meetings. The President is encouraged to attend professional meetings at the state and national level as approved by the Board, and the Board will pay him documented reasonable expenses incurred in such attendance. Meeting attendance which is anticipated to entail expenses in excess of Seven Hundred Fifty and No/100 U.S. Dollars (\$750.00) shall be approved in advance by the Board.

9. Annual Medical Examination. As a condition precedent to this contract, and within a reasonable time thereof, the President shall have a comprehensive physical examination by a physician licensed to practice medicine in all of its branches mutually agreed upon by the Parties. The Board shall pay the costs of such examination and shall receive a written evaluation by the attending physician certifying that the President is fit to carry out the duties of the position prior to this Agreement becoming effective. Thereafter, the President shall have, at Board expense, not to exceed One Thousand and No/100 U.S. Dollars (\$1,000.00), an annual comprehensive medical examination by a physician licensed to practice medicine in Illinois in all of its branches. The President shall thereafter submit a statement to the Board from the physician regarding the results of the medical examination in relation to President's ability to continue to perform his job duties.
  
10. Communication Device(s) Stipend. The Board will provide an annual technology stipend of Three Thousand Eight Hundred and No/100 U.S. Dollars (\$3,800.00) for business use of the President's electronic device(s) he uses to tether himself via technology to Prairie State College. During the first partial year of this Agreement, said stipend shall be paid in the first month of employment on a prorated basis for the period from October 15, 2021, through June 30, 2022. During any subsequent contract year, said stipend will be paid within the first month of each fiscal year.
  
11. Other Administrative Benefits. The President shall be allowed such other privileges, leaves and fringe benefits as are commonly extended to other administrative personnel, pursuant to Board Policy.

C. POWERS AND DUTIES

1. Generally. The President shall serve as the Chief Executive Officer for

Prairie State College reporting to the Board and in that capacity shall have day-to-day authority for internal management of Prairie State College as delegated by the Board and in accordance with the requirements of the Illinois Public Community College Act and shall perform such other additional duties as directed by the Board and/or Board Chairman.

2. Summary Description of Duties. The President will be responsible, directly and through direction of other administrative personnel, to:
  - a. Provide leadership for academic excellence;
  - b. Administer the College's instruction, student services, and business affairs;
  - c. Periodically direct a review of Board policies;
  - d. Promote the positive image of the College in communities it serves;
  - e. Foster sound working relationships with other governmental entities;
  - f. Endeavor to maintain high standards of professional behavior and services to students and the public by employees;
  - g. Serve as the Board's designated representative in employer-employee matters;
  - h. Annually evaluate administrative employees reporting directly to him and participate in evaluation of other employees as appropriate; and
  - i. Manage and control College property and enter into contracts on the College's behalf as authorized by the Board.
  
3. Full-time Attention to Position. The President will devote his full working time, attention, and energy to the business of Prairie State College and related professional activities. Subject to prior approval of the Board, the President may accept outside professional responsibilities or consultative engagements which do not pose a conflict of interest with his responsibilities to Prairie State College.

D. EVALUATION

The Board shall evaluate the President's performance before the end of the 2021-2022 school year in accordance with applicable law and the remaining

terms of this Section D of the Agreement. Thereafter, the Board assumes the final responsibility for doing an annual evaluation of the President which shall be reduced to writing and will assess the President's overall performance in light of written goals to be jointly developed by the Parties each year of the Agreement, the President's Position Description, and the duties of the President as set forth in Board Policy. The President and the Board Chair shall confer each May to plan the President's next annual evaluation. The method of evaluation shall be decided by the Board after consultation with the President and may include but is not limited a three hundred and sixty (360) degree evaluation. The Board will meet with the President to discuss the results of the annual evaluation in the closed session of a Board Meeting. Nothing contained herein shall preclude the Board from meeting at other times to discuss the performance or employment of the President.

E. TERMINATION

1. Basis for Termination. This President's Employment Agreement may be terminated by:
  - a. Mutual agreement as provided in paragraph E.2.;
  - b. Permanent disability as provided in paragraph E.3
  - c. Discharge for cause as provided in paragraph E.4.;
  - d. By the President as provided in paragraph E.5.;
  - e. By the Board as provided in paragraph E.6.; or
  - f. Death.
2. Mutual Agreement. If the Board and the President mutually agree that it is in the best interests of Prairie State College and the Parties to terminate this Agreement without cause, then the President will leave within a reasonable period of time of that joint decision and will be entitled to receive a lump sum buyout payment in an amount equal to three (3) months' salary at the current rate of pay or, in the event that there is less than three (3) months remaining on the contract, the salary for the remaining period, plus all other benefits normally available during the balance of the Agreement as if the President had remained in the employ



of the Board. For purposes of this paragraph only, the term "salary" shall include base salary plus accrued vacation days and an amount equivalent to the automobile allowance benefit and smart phone stipend set forth herein and the employer contribution to SURS. For purposes of this paragraph only, the term "benefits" shall include continuation of all health insurance coverage and life insurance as set forth herein.

3. Permanent Disability or Incapacity; Waiting Period Income Benefit. The Board may terminate this Agreement for reasons of permanent disability or incapacity at any time after the President has: (a) exhausted his sick leave, but not prior to the President being absent from his employment for a continuous period of three (3) months; (b) been absent from his employment for a continuous period of three (3) months; or (c) if the President presents to the Board a physician's statement certifying that he is permanently disabled or incapacitated. All obligations of the Board will cease upon written notice of termination for permanent disability or incapacity, provided that the President will be entitled to a hearing before the Board if he so requests. The Board reserves the right to require the President to submit to a medical examination, either physical or mental, whenever the Board deems the President disabled. Such examination will be performed by a physician licensed to practice medicine in all its branches in the State of Illinois, who is selected and paid for by the Board. The President expressly agrees that, with respect to any examination ordered under this paragraph E.3., the physician will prepare a detailed report of the state of the President's physical and/or mental health and submit it to the Board. The President shall have the option at his expense of having a physician of his selection, licensed to practice medicine in all of its branches in the State of Illinois, perform a second medical examination and prepare a detailed report of the President's physical and/or mental health to be submitted to and additionally considered by the Board.

In the event that the Board exercises its option to terminate this Agreement under this paragraph E.3., the Board shall at such time provide disability income equivalent to three and nine-tenths percent (3.9%) of the base salary at the time disability is sought per month to the President for the two (2) month waiting period before the beginning of the SURS disability income program.

4 Discharge for Cause.

Although the Board anticipates a mutually rewarding employment relationship with the President, the Board may terminate the President's employment at any time for Cause. For purposes of this Agreement, "Cause" means any of the following, as determined by a majority vote of the Board:

- a. President's conviction or plea of *nolo contendere* to a felony or a misdemeanor involving fraud, misappropriation, embezzlement, or moral turpitude; or
- 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 Prairie State College or otherwise relating to the business of Prairie State College; or
- c. The President's fraud or dishonesty in connection with the President's performance of duties, which has a materially detrimental effect on Prairie State College; or
- 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; or
- e. The President's conduct, actions, or failure to act by the President

which is materially detrimental to the best interests of Prairie State College; or

- f. The President's inappropriate relations/interactions with students and/or employees of Prairie State College that could expose the College to liability; or
- g. Unsatisfactory annual review by the Board due to failure of the President to materially meet the annual goals established in the evaluation process as defined in Section D above.

For purposes of this Section E.4, no act or failure to act on the President's part shall be deemed "willful," unless done or omitted by the President, done in bad faith, or done without the reasonable belief that the President's action or failure to act was in the best interests of Prairie State College.

Before the Board may terminate the President for Cause, the Board must: (a) give written notice to the President providing him with reasonable detail of the conduct or event constituting Cause ("Cause Notice"); and (b) provide the President with the opportunity to be heard by the Board and present evidence relating to such cause or lack of such cause; and (c) give the President fifteen (15) calendar days, following his receipt of the Cause Notice, to cure the conduct or event, if subject to cure. If the President would like to be heard by the Board, he must request the same in writing within fifteen (15) calendar days of his receipt of the Cause Notice. Any Board hearing so requested by the President will be conducted in closed session commencing on a date no more than thirty (30) calendar days after receipt of the President's Request for Hearing. The President may at his election and expense be represented by legal counsel at such hearing. After said hearing, the Board may discharge for Cause (as defined above) or impose other appropriate discipline, on a majority vote of the Board. The Board shall have the right

in its discretion to place the President on paid administrative leave pending such hearing and any final Board action following such hearing.

5. Termination by President. The President may terminate this Agreement at any time for any reason upon ninety (90) days' written notice to the Board. In the event of such termination, the President shall be paid at the same salary and with the same normal benefits for work performed until the date of termination, and the Board shall not be responsible for any further payments to the President after the date of termination, except as otherwise provided herein. Upon receipt of such notice by the Board, the Board Chair will review the terms of this Agreement with Prairie State College's Director of Human Resources to certify the amount (if any) of benefits accrued and owing to the President hereunder.
6. Termination by Board. The Board may terminate this Agreement at any time for cause upon thirty (30) days' written notice to the President, or no cause upon ninety (90) days' written notice to the President. In the event of such termination, the President shall be paid the President's salary and with the President's benefits for work performed through the end of the thirty (30) or ninety (90) day termination notice period, respectively. Following such termination, this Agreement shall become null and void and all compensation, including stipends, and benefits shall revert to the amounts received prior to the appointment as President.
7. Consolidated Omnibus Budget Reconciliation Act (COBRA) Benefits. Regardless of the circumstances of the separation of the President from employment, Prairie State College will provide COBRA benefits to the President, except where prohibited by Federal and/or State law.

F. MODIFICATIONS AND AMENDMENTS

No modification or amendment of this Agreement will be valid or binding on the Parties unless it is in writing and executed by the Board and the President. The

Board Chair shall notify Prairie State College's Director of Human Resources of any alterations, amendments, changes or additions to the Agreement.

G. NOTICE

Any notice required to be given under this Agreement will be deemed sufficient if it is in writing and sent by certified and regular U.S. mail to the last known residence of the President (if he is the intended recipient of the notice), or of the Board Chair (if the Board is the intended recipient).

H. MISCELLANEOUS

1. Applicable State Law and Judicial Venue. This Agreement has been executed in the State of Illinois, and will be governed in accordance with the laws of the State of Illinois in every respect and any dispute arising out of this Agreement requiring judicial intervention will be resolved in the courts of the State of Illinois.
2. Titles For Convenience Only. Paragraph headings and numbers have been inserted for convenience of reference only. In the event of any conflict between any such headings or numbers and the text of this Agreement, the text will control.
3. Execution in Counterparts. This Agreement may be executed in one or more counterparts each of which will be considered an original, and all of which taken together will be considered one and the same instrument.
4. Integration Clause. This Agreement contains all the terms agreed upon by the Parties with respect to its subject matter, and supersedes all prior agreements, arrangements, and communications between the Parties, whether oral or written, concerning such subject matter.
5. Severability. If a court having jurisdiction issues a final decision declaring any provision of this Agreement to be unlawful or unenforceable, all other provisions of the Agreement will remain in force and effect.

*(Signature Page to Follow)*

IN WITNESS WHEREOF, the Parties have executed this Agreement this 15th day of October, 2021.

BOARD OF TRUSTEES OF COMMUNITY  
COLLEGE DISTRICT NO. 515, COOK AND  
WILL COUNTIES, STATE OF ILLINOIS

PRESIDENT

\_\_\_\_\_  
Dr. Michael Anthony, Ph.D.

\_\_\_\_\_  
Board Chair

ATTEST:

\_\_\_\_\_  
Board Secretary