

PRESIDENT'S EMPLOYMENT AGREEMENT

THIS AGREEMENT made this 10th day of December 2024, by and between the Board of Trustees of Kishwaukee Community College District No. 523 (the "Board" or "College"), and Dr. Laurie S. Borowicz (the "President").

A. EMPLOYMENT

1. Term of Employment

The Board hereby employs the President for a contract term commencing January 1, 2025 and ending December 31, 2028. 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 805/3-65 of the Illinois Public Community College Act.

B. SALARY

1. Annual Salary

The President will receive a prorated salary of \$ 117,329.85 (based on an annualized salary of \$234,659.69), for the period of January 1, 2025, through June 30, 2025. Payable in equal, twice monthly installments and subject to applicable payroll deductions. The President will receive a salary market adjustment in the amount of 10% of the President's annual 2024-2025 base salary to be paid as one-half of the adjustment on January 15, 2025, and the remaining one-half in equal, twice monthly installments through June 30, 2025, subject to applicable payroll deductions. This base salary market adjustment will roll into the President's base annual salary for 2025-2026.

The President's annual salary increase for subsequent contract years will be as follows:

2025-2026 Contract Year: 5.0% increase

2026-2027 Contract Year*

2027-2028 Contract Year*

2028 (July 1, 2028 – December 31, 2028) Contract Year*

*The President's annual salary will be increased during these contract periods in an amount to be decided by the Board and agreed upon by the President, taking into consideration the Board's annual review and assessment of the President's performance.

C. BENEFITS

1. SURS Contribution

In addition to the annual salary stated in paragraph B.1 of this Agreement, the Board will make a contribution on behalf of the President to the State Universities Retirement System (SURS) in an amount equal to eight percent (8%) 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

The College shall pay the group medical insurance benefit premium contributions for coverage of the President, her spouse, and any eligible dependents. In addition, the College shall pay the President's annual CIP Insurance contribution of 0.5% of the President's salary.

If at any time during the term of this Employment Agreement, a change in federal or state laws or regulations becomes effective, or enforcement of any such provisions commences, 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 revise the affected health insurance benefits provisions to address or eliminate any such penalties or taxes.

3. Term Life Insurance

Upon the President's annual election, the President shall receive term life insurance coverage in the amount of fifty thousand dollars (\$50,000) or 1.5 times their salary as granted to all other Senior Leadership Team full-time College administrative personnel.

4. Vehicle Allowance

The Board shall grant the President an annual vehicle allowance of ten thousand dollars (\$10,000) as reimbursement for the expense of owning or leasing her personal vehicle for the President's use for College business purposes.

5. 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.

6. 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 which she incurs 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.

7. Tax Sheltered Annuity (403(b)) Contribution

The Board shall make non-elective two dollar (employer) for one dollar (employee) matching contributions to a tax sheltered annuity selected by the President in accordance with IRC Section 403(b). In order to be eligible to receive the Board's non-elective matching contributions, the President must make a personal contribution to her 403(b) account during the contract year. Any matching contributions made to the President's 403(b) account shall be made by the Board in accordance with the terms of the 403(b) Plan, relevant IRS contribution limitations, and applicable law. The timing of the Board's non-elective matching contribution shall be determined by the Board in accordance with payroll deductions for employee contributions.

8. Administrative Employee Benefits

The President shall receive thirty (30) days of paid vacation on July 1st of each year of this Agreement with no limit on accumulation of unused vacation. Upon termination, the College shall reimburse the President for any accrued but unused vacation days. The President is eligible for the Supplemental Retirement Plan benefit as per Board Policy 2.13.24.

The President shall receive paid-sick, personal leave, and other fringe benefits not specifically set forth herein which are granted to all other Senior Leadership Team full-time College administrative personnel.

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; she 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; she shall direct and assign other employees of the Board under her supervision; she 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; she 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; she shall carry out the duties and responsibilities of the President as set forth in the Kishwaukee College Policy Manual, including changes to that manual that may be directed by the Board; she shall suggest policies, procedures, regulations and rules deemed necessary for the welfare of the College; and, in general, she 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 her employment, the President shall devote substantially all of her professional time, attention, skills and energy to the performance of her responsibilities as President of the College. The President shall perform such responsibilities professionally, in good faith, and to the best of her abilities.

E. EVALUATION

1. By May 1 prior to each year of this Agreement the President will propose specific written annual performance goals and proposals for measuring progress in achieving those goals for the following twelve (12) month contract year for review and approval by the Board. The Board will meet with the President to review the performance goals. The Board will approve and establish the annual performance goals by July 1 of each contract year.
2. The President will provide the Board with written status reports, including data measuring her 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 her 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

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 her job, with or without reasonable accommodation;
 - (c) Discharge for cause in accordance with the provisions of Section F.2 below;
or
 - (d) Resignation by written notice to the Board at least six (6) months prior to the effective resignation date.

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. In the event the Board is considering discharge under this subsection, the specific reason(s) for discharge for cause shall be given to the President, who shall be offered an opportunity to appear before the Board to discuss such matter. If the President chooses to have legal counsel accompany her to this 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.

3. 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. 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 her employment or at the Board's direction as provided in Section 805/3-29 of the Illinois Public Community College Act.

H. NOTICE

All notices required by this Agreement shall be in writing and delivered as follows: If to the Board, to:

If to the Board, to:

Robert Johnson
21193 Malta Road
Malta, IL 60150

or to any subsequent Board Chair sent
to his or her home address

With a copy to:

Kathleen Spears
21193 Malta Road
Malta, IL 60150

or to any subsequent Board Secretary
sent to his or her home address

If to the President, to:

Dr. Laurie S. Borowicz
21193 Malta Road
Malta, IL 60150

or as otherwise directed by a party in a notice issued pursuant to this provision. 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.

I. SAVINGS CLAUSE

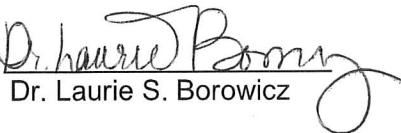
This Agreement shall be interpreted and enforced in accordance with the laws of the State of Illinois. The provisions of this Agreement are intended to be interpreted and enforced in a manner which renders them valid and enforceable. In the event that any provision of this Agreement is found to be invalid or unenforceable, such provision shall be modified to the extent and in the manner 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.

J. 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, including the previous President's Employment Agreement dated December 13, 2022, subsequently amended on May 9, 2023. No modification or amendment of this Agreement shall be deemed valid unless in writing and signed by both the Board Chair and the President.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the 10th day of December, 2024.

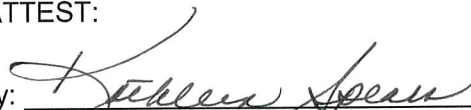
PRESIDENT

By: 
Dr. Laurie S. Borowicz

**BOARD OF TRUSTEES OF KISHWAUKEE
COMMUNITY COLLEGE DISTRICT NO. 523**

By: 
Robert Johnson, Chair

ATTEST:

By: 
Kathleen Spears, Secretary