

20728

ADOPTED
BOARD OF TRUSTEES OF
COMMUNITY COLLEGE DISTRICT NO. 508

JUL 2 1998

BOARD OF TRUSTEES OF COMMUNITY COLLEGE DISTRICT NO. 508
County of Cook and State of Illinois

**COUNTY OF COOK
AND STATE OF ILLINOIS**

**RESOLUTION: EMPLOYMENT CONTRACT
WAYNE D. WATSON, CHANCELLOR
[Pursuant to Board Resolution #20471 dated 3-5-98]**

WHEREAS, in Board Resolution #20471 dated 3-5-98, the Board of Trustees appointed Dr. Wayne D. Watson as Chancellor of the City Colleges of Chicago; and

WHEREAS, the Board of Trustees and Dr. Wayne D. Watson have agreed to the provisions of an employment contract relating to the position of Chancellor;

NOW, THEREFORE, BE IT RESOLVED that said contract, which is incorporated herein by reference, shall be maintained in the official files in the Office of the Board Secretary; and

BE IT FURTHER RESOLVED that said employment contract is herewith approved by the Board of Trustees for a period of three (3) years, effective March 5, 1998 at an annual salary of \$170,000.00, and that the Chairman and Secretary of the Board are authorized to execute said employment contract on behalf of the Board in consideration of the terms and conditions contained therein.

July 2, 1998

20728

**Agreement between the Board of Trustees of Community College District No. 508
County of Cook, State of Illinois
and
Dr. Wayne D. Watson**

This Agreement is entered into as of the 5th day of March, 1998, by and between the Board of Trustees of Community College District No. 508, County of Cook, State of Illinois ("Board") as employer, and Dr. Wayne D. Watson ("Dr. Watson") as employee.

RECITALS

WHEREAS, the Board desires to offer a contract of employment to Dr. Watson as the Chancellor of the District, and Dr. Watson desires to be so employed, on the terms and conditions contained herein; and,

WHEREAS, Dr. Watson has been a long-time employee of the District and has served this District in various capacities since February 8, 1978, including as Vice President for Instructional Services of Malcolm X College; Vice-Chancellor of Academic Affairs; Interim President of Harold Washington College and President of Kennedy-King College, and has faithfully and diligently carried out the duties of those respective positions throughout his tenure with the District; and,

WHEREAS, Dr. Watson has the experience to lead this District as its Chief Administrative Officer; and,

WHEREAS, on the 5th day of March, 1998 the Board adopted Board Resolution # 20471, appointing Dr. Watson to serve as Chancellor of the District, and thereafter, on July 2, 1998, the Board adopted Board Resolution # 20728, providing that the Board and Dr. Watson have agreed to the provisions of an employment contract, to be reduced to writing, and authorizing the Chairman and Secretary of the Board to execute such employment contract on behalf of the Board in consideration of the terms and conditions contained herein;

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, the receipt and sufficiency of which are hereby acknowledged, it is mutually agreed between the Board and Dr. Watson as follows:

Section 1. Prior Agreements.

Dr. Watson has served in a number of capacities within the District, including as Vice President for Instructional Services of Malcolm X College, Vice-Chancellor of Academic Affairs, Interim President of Harold Washington College and President of Kennedy-King College, and has been awarded tenure as a faculty member. The parties have from time to time entered into certain employment agreements between Dr. Watson and the Board as set forth in Board Resolution #11653, dated July 1, 1986, Resolution #14092, dated July 6, 1989 and Board Resolution #14898, dated June 7, 1990, as amended by Resolution #18751, dated September 7, 1995. It is the intent of the parties that this Agreement shall and hereby does supercede all such earlier employment agreements. It is

expressly understood that this Agreement is the entire agreement between the parties, and there is no agreement or understanding between Dr. Watson and the Board except as set forth herein.

Section 2. Term

The term of this Agreement shall be for a three (3) year period, commencing on the 5th day of March, 1998 through the 5th day of March, 2001, inclusive.

Section 3. Position and Salary

A. Position

During the term of this Agreement, Dr. Watson shall be employed by the Board in the capacity of Chancellor of the City Colleges. In this capacity he shall serve as the chief administrative officer of the District and the Colleges within the District, and executive officer of the Board, consistent with the Public Community College Act, 110 ILCS 805/3-26. As Chancellor, Dr. Watson shall have the responsibilities and obligations as set forth in the Rules for the Management and Government of the City Colleges, Section 2.2.

B. Salary

During the term of this Agreement and in consideration of his services as Chancellor of the District, Dr. Watson shall be paid an annual salary of \$170,000, payable bi-weekly. The Board within its sole discretion, may increase such amounts for meritorious performance.

C. Benefits

During the term of this Agreement, Dr. Watson shall be entitled to the usual and customary benefits associated with the position of Chancellor including the fringe benefits to which other Board officers of the District and employees are entitled, such as hospitalization, major medical, dental, vision and term life insurance, as well as the use of a vehicle at Board expense for business use, membership in one club for business entertainment, and reimbursement for other usual and customary business expenses incurred in the exercise of his duties as Chancellor.

Section 4. Termination

a. Upon 90 days written notice, this Agreement may be terminated by either party for any reason.

b. Notwithstanding the above provision as set forth in Section 4a, nothing in this agreement shall limit or alter the District's right to terminate Dr. Watson for just cause.

Section 5. Event of Termination

a. In the event of termination as provided under Section 4a, Dr. Watson shall continue in the position of Chancellor with the salary and benefits as set forth above for the duration of the said 90 days or to the end of the contract period, whichever is sooner. At the conclusion of such period, Dr. Watson shall be entitled to return to any position of appropriate administrative responsibility then available within the District, at the highest salary then in effect for the position of president, contingent upon performing the requisite duties in such position, for a period of two years. At the conclusion of such period, Dr. Watson shall be employed by the Board as a full-time tenured faculty member in any position which he is qualified to fill and shall be paid at the faculty salary at the highest lane and step placement then in effect in the faculty collective bargaining agreement, and will thereafter be entitled to any annual or other increments in the highest lane and step placement based on the faculty bargaining agreement. The parties acknowledge and recognize that Dr. Watson's date of hire as a full-time faculty member is February 8, 1978.

b. In the event of termination as provided under Section 4b, above, Dr. Watson shall be employed by the Board as a full-time tenured faculty member in any position which he is qualified to fill and shall be paid at the faculty salary at the highest lane and step placement then in effect in the faculty collective bargaining agreement, and will thereafter be entitled to any annual or other increments in the highest lane and step placement based on the faculty bargaining agreement. The parties acknowledge and recognize that Dr. Watson's date of hire as a full-time faculty member is February 8, 1978.

Section 6. Severability

In the event that any provision of this Agreement should be adjudicated invalid, illegal, or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

Section 7. Choice of law.

This Contract shall be governed by the laws of the State of Illinois.

Section 8. Notices

Any notice required pursuant to this Agreement shall be made by hand-delivery or certified mail, postage pre-paid, to the addresses, as shown below:

A. Notices to the Board

Board of Trustees
City Colleges of Chicago
226 West Jackson Boulevard
Chicago, Illinois 60606-6698

B. Notices to Dr. Watson

Dr. Wayne Watson
Chancellor
City Colleges of Chicago
226 West Jackson Boulevard
Chicago, Illinois 60606-6698

Either party may change the address to which any notice should be sent by giving notice of the new address to the other party in the manner provided by this Section.

Section 9. Counterparts

This Agreement may be executed by the respective parties in counterpart.

Section 10. Agreement

Except for the obligations as set forth under Section 5 a and b, above, this Agreement will terminate upon the expiration of the term of this agreement, or upon the termination of Dr. Watson from the position as Chancellor, whichever occurs earlier.

So Agreed:

Board of Trustees of
Community Colleges, District #508

By: James A. Dyson
James A. Dyson MAY 16 - 1999
Vice-Chairman of the Board of Trustees

And By: Terry E. Newman
Terry E. Newman
Secretary of the Board of Trustees

Dr. Wayne Watson

By: [Signature]