

**1.00**

**BOARD OF TRUSTEES OF COMMUNITY COLLEGE DISTRICT NO. 508  
COUNTY OF COOK AND STATE OF ILLINOIS**

**RESOLUTION  
TO RE-APPOINT CHERYL L. HYMAN AS CHANCELLOR**

**WHEREAS**, the Board of Trustees appointed Cheryl L. Hyman as Chancellor of City Colleges of Chicago on March 4, 2010;

**WHEREAS**, the Board of Trustees re-appointed Cheryl L. Hyman as Chancellor of City Colleges of Chicago on April 4, 2013;

**WHEREAS**, during her tenure at City Colleges, Chancellor Hyman has exhibited steadfast leadership and boosted student success through academic and operational reforms, increasing both the number and relevance of credentials awarded;

**WHEREAS**, Chancellor Hyman has been recognized as a visionary education leader by the Board as well as national organizations including Complete College America and the Gates Foundation and by publications including Washington Monthly, which identified her as one of the top 10 college leaders in the nation;

**WHEREAS**, the Board recognizes the following notable accomplishments during her tenure:

- The number of degrees awarded reached nearly 5,000 in FY2015, compared to an average of 2,000 annually before the Reinvention initiative.
- The graduation rate has more than doubled since the launch of Reinvention, reaching 17 percent in FY2015, the highest on record.
- Transfer agreements have been signed with 52 public and private four-year institutions throughout the State of Illinois and the transfer rate is up 9 percent.
- Under Mayor Emanuel and Chancellor Hyman’s leadership, City Colleges launched College to Careers, an innovative program under which City Colleges partners with nearly 200 higher education and business industry partners to ensure City Colleges programs are relevant to the expectations of employers and four-year colleges and universities.
- As part of College to Careers, each of the seven City Colleges continues to offer general education programs preparatory to a bachelor’s degree but also serves as a Center of Excellence for a high-growth industry. Already, there have been 4,000 paid internship or career placements as part of College to Careers.

- City Colleges in 2013 rolled out a five-year plan that contains specific numerical academic and operational measures of institutional improvements, and each year City Colleges issues a scorecard to track performance against those goals.
- Over the last five years, Hyman has overseen the development of balanced budgets with no increase in taxes, has saved \$70 million in operations costs which has been redirected to the classroom, and has implemented new business and accounting standards, including zero-based budgeting.
- Operational reforms have led to City Colleges achieving and maintaining AA-level credit ratings, and CCC being able to navigate the Illinois budget crisis without resorting to layoffs, unlike most Illinois community colleges.
- The number of ABE/GED/ESL students who advance to college-level coursework has more than doubled.
- Twelve collective bargaining agreements have been successfully negotiated, including group incentives for two instructors/faculty unions that include student success pay for faculty members based on performance against student outcomes in the five-year plan.
- The employee benefits liability has been reduced by more than \$1 million per year. Reforms have included ending sick day payouts for new non-union hires, ending free premium health care for senior City Colleges leaders, rescinding free lifetime retiree healthcare for current senior leaderships, and freezing sick day payouts for current non-bargained employees.
- Under a \$524 million capital plan designed by Chancellor Hyman to address long-deferred maintenance districtwide and equip City Colleges with best-in-class facilities, City Colleges among other achievements opened a new \$251 million Malcolm X College and School of Health Sciences.

**WHEREAS**, during the course of discussions with Cheryl L. Hyman for a re-appointment to a new three-year term as Chancellor, Cheryl L. Hyman expressed her desire to only commit to a term not to exceed one year to give the Board an opportunity to conduct a national search for her replacement as Chancellor;

**NOW THEREFORE BE IT RESOLVED**, that the Board of Trustees hereby reappoints Cheryl L. Hyman as Chancellor of City Colleges of Chicago for the period not to exceed one year from June 10, 2016 through June 30, 2017; **BE IT FURTHER RESOLVED**, that the Board Chair is authorized to do all things necessary to execute an agreement specifying the terms and conditions of such re-appointment.

**June 10, 2016 – Office of the Board of Trustees**

## AGREEMENT

This Agreement is entered into as of the 10<sup>th</sup> day of June, 2016, by and between the Board of Trustees of Community College District No. 508, County of Cook, State of Illinois (“Board”) as employer, and Cheryl L. Hyman as employee (“Employee”).

### RECITALS

**WHEREAS**, on the 10<sup>th</sup> day of June, 2016, the Board adopted a resolution approving the nomination of Employee as Chancellor of Community College District No. 508;

**WHEREAS**, the Board wishes to retain Employee as the District’s Chancellor;

**WHEREAS**, the Board and Employee desire to enter into an employment agreement setting forth the terms and conditions of her employment as District Chancellor;

**NOW, THEREFORE**, in consideration of the mutual promises contained in this agreement (“Agreement”), the receipt and sufficiency of which are hereby acknowledged, it is mutually agreed between the Board and Employee as follows:

**Section 1. Entire Agreement.**

It is expressly understood that this Agreement is the entire Agreement between the parties, and there is not an Agreement or understanding between Employee and the Board except as set forth herein. The Agreement may only be amended by written agreement signed by both parties.

**Section 2. Term.**

2.1 The term of employment shall commence on the 1st day of July, 2016, and unless otherwise terminated pursuant to the terms of this Agreement end on June 30, 2017 (the “Term”).

**Section 3. Position and Salary.**

3.1 During the term of this Agreement, Employee shall be employed by the Board in the capacity of Chancellor of the City Colleges of Chicago. In this capacity Employee shall serve as the Chief Administrative Officer of the District and the Colleges within the District consistent with the Public Community College Act, 110 ILCS 805/3-26. As Chancellor, Employee shall have the responsibilities and obligations as set forth in the Board Bylaws of the City Colleges of Chicago, Section 2.2.2 in which she will work to sustain and where appropriate enhance the continued reinvention initiatives, including budget planning. Employee’s performance evaluation set forth in Section 2.2.3 of the Board Bylaws shall be reasonably related to the responsibilities and obligations provided for in Section 2.2.2 and may include a review of Employee’s self-appraisal of accomplishments and attainment of goals.

- 3.2 During the Term of this Agreement, and in consideration of Employee's services as Chancellor of the District, Employee shall be paid an annual salary of two hundred fifty thousand dollars and no/100 (\$250,000) ("Base Compensation"), payable bi-weekly.
- 3.3 The Board, in its sole discretion, will grant a bonus to Employee for meritorious performance during the previous agreement ending in June 2016. The Board, in its sole discretion, may additionally grant a bonus to Employee for meritorious performance during the Term of this agreement ending in June 2017.
- 3.4 Notwithstanding any other provision in this Agreement, Employee agrees that in the event a new Chancellor is appointed during the Term, Employee will cease her position as Chancellor and will automatically become a Special Advisor to the Board. As Special Advisor to the Board, Employee will retain the same salary and benefits provided as Chancellor under the Agreement.
- 3.5 As Special Advisor to the Board, Employee duties will include work to be assigned at that time by the Board (the "Advisor Projects"). The Advisor Projects will be of a stature as normally assigned to a Chancellor and Employee shall be provided resources as needed for the Advisor Projects, including, but not limited to, office space, computer equipment, and administrative services. While serving as Special Advisor to the Board, Employee may seek other employment provided it does not interfere with her duties. In the event Employee commences other employment, it is understood that Employee's Special Advisor Role will cease and the salary and employee benefits provided under this Agreement will cease.

**Section 4. Benefits.**

- 4.1 During the term of this Agreement, Employee shall be entitled to the usual and customary benefits associated with the position of Chancellor including the fringe benefits to which other Officers of the District and employees are entitled, such as hospitalization, major medical, dental, vision and term life insurance as well as being provided with a car allowance in the amount of \$1,000.00 per month; participation in the State University Retirement System, participation in the District's 403(b) plan, participation in the District's long-term disability plan and reimbursement for other usual and customary business expenses incurred in the exercise of her duties as Chancellor.
- 4.2 The Board agrees to pay the reasonable cost of the Employee's consultation with the legal counsel of her choosing regarding this Agreement for a period of time not to exceed nine hours.

**Section 5. Termination.**

- 5.1 This Agreement may be terminated by the Board for any reason upon 90 days written notice.

5.2 Notwithstanding Section 5.1 herein, nothing in this Agreement shall limit or alter the District's right to terminate Employee for Cause. "Cause" means a finding by the Board of any of the following:

- (i) repeated failure to perform duties of position as reasonably directed by the Board; or
- (ii) gross negligence in regard to duties of position; or
- (iii) fraud, misappropriation or willful misconduct in regard to duties of position; or
- (iv) conviction of a felony or other crime involving moral turpitude.

For elements of Cause that are curable, Cause will not be deemed to exist unless such situation remains uncorrected to the Board's reasonable satisfaction 30 days after written notice from the Board to Employee of such Cause situation.

5.3 Employee may resign her employment upon 90 days written notice to the Board. The Board in its sole discretion may accept Employee's resignation upon written notice less than 90 days.

**Section 6. Event of Termination.**

6.1 In the event of termination by the Board without Cause as provided under Section 5.1, Employee will continue to receive salary and benefits as set forth above, except for the monthly car allowance and reimbursement for business expenses, for the duration of the term of this Agreement. These payments and benefits shall not be subject to mitigation or offset.

**Section 7. Mutual Non-Disparagement.**

Neither the Board (including the individual Trustees), nor the Employee shall make any oral or written statement about the other party which is intended or reasonably likely to disparage the other party, or otherwise degrade the other party's reputation. In the event the Board, a Trustee or the Employee violates this provision, the other party may make truthful, fact-based statements in response to the disparaging statement.

**Section 8. Effect on Previous Agreement.**

This Agreement supersedes any and all prior agreements, understandings and communications between the Board and Employee.

**Section 9. Arbitration.**

Any dispute or controversy arising under or in connection with this Agreement shall be settled exclusively by arbitration, conducted before a panel of three

arbitrators in Chicago, Illinois, in accordance with the rules of the American Arbitration Association then in effect.

**Section 10. 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 11. Choice of law.**

This Contract shall be governed by the laws of the State of Illinois. The parties consent to jurisdiction and venue in Cook County, Illinois.

**Section 12. 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  
Attention: Chair of the Board of Trustees

B. Notices to Employee:

Cheryl L. Hyman  
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 written notice of the new address to the other party, and to the Assistant Secretary of the District.

**Section 13. Counterparts.**

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

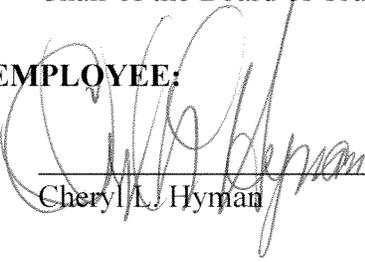
**Section 14. Agreement.**

Except for the obligation as set forth under Section 6.1 above, this Agreement will terminate upon the expiration of the Term of this Agreement.

So Agreed:

**BOARD OF TRUSTEES OF  
COMMUNITY COLLEGES, DISTRICT  
NO. 508**

By:   
\_\_\_\_\_  
Chair of the Board of Trustees

**EMPLOYEE:**  
  
\_\_\_\_\_  
Cheryl L. Hyman