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**ADOPTED-BOARD OF TRUSTEES
COMMUNITY COLLEGE DISTRICT NO. 508
FEBRUARY 4, 2021**

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

**RESOLUTION
REAPPOINTMENT OF DAVID SANDERS
PRESIDENT, MALCOLM X COLLEGE
CITY COLLEGES OF CHICAGO**

WHEREAS, the mission of Malcolm X College is to provide accessible liberal arts and health-focused education that fosters personal and professional achievement; and

WHEREAS, Malcolm X College is a comprehensive community college that offers general education, adult education, and continuing education courses, and is home to City Colleges' Center of Excellence in healthcare education with a state-of-the-art School of Health Sciences featuring a virtual hospital, and also serves the community through its satellite site, the West Side Learning Center; and

WHEREAS, Mr. Sanders is a seasoned administrator having been initially appointed President of Malcolm X College in July 2015 and previously serving as Deputy Chief Operating Officer and Project Team Leader at City Colleges' District Office; and

WHEREAS, Mr. Sanders has led the college community to produce a comprehensive strategic plan, and accompanying strategic enrollment management and equity plans; and

WHEREAS, during Mr. Sanders's tenure Malcolm X College has led the district and state in enrollment growth, improved student retention rates to 71% and maintained an historically high graduation rate of 23.5%; and

WHEREAS, Mr. Sanders has guided Malcolm X College to achieve specialized accreditation in dental hygiene, medical assisting, mortuary science, pharmacy technology, radiography, respiratory care, physical therapy assistant, and nursing while organizing a wide range of value added partnerships with employers, four year universities and community based entities; and

WHEREAS, Mr. Sanders is committed to aligning the values, practice and culture of Malcolm X College with the District's vision, framework and student success goals; and

WHEREAS, the Chancellor recommends to the Board of Trustees that David Sanders be reappointed to continue to serve as President of Malcolm X College with an increase in annual salary to Two hundred thousand dollars (\$200,000) effective July 1, 2021.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Trustees hereby accepts the recommendation of the Chancellor and further authorizes the Chairman to execute an employment contract specifying the terms and conditions of such appointment.

EMPLOYMENT AGREEMENT

This Employment Agreement (the “Agreement”) is entered into as of the 1st day of July, 2021 (the “Effective Date”), by and between the Board of Trustees of Community College District No. 508, County of Cook, State of Illinois (“Board” or “District”) as employer, and David A. Sanders as employee (“Employee” or “President”).

RECITALS

WHEREAS, the Board wishes to retain Employee as the President of Malcolm X College;

WHEREAS, the Board and Employee desire to enter into an employment agreement setting forth the terms and conditions of his employment as President of Malcolm X College;

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 the Employee as follows:

Section 1. Entire Agreement.

- 1.1 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. This Agreement reflects the Board and Employee’s understanding of current state law respecting the appointment, duties, compensation and termination of the Employee. 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 Effective Date and shall continue until June 30, 2024 (the “Term”), unless terminated by either party in accordance with the provisions set forth in Section 4 below, or until earlier termination by the event of the death of Employee. For purposes of this Agreement, the terms “anniversary date” and “anniversary” shall be deemed to correspond with the start of the employer’s fiscal year on July 1 for each year, and the “Contract Year” shall refer to each successive one (1) year period from the Employee’s anniversary date.
- 2.2 Unless the Agreement is terminated earlier in accordance with Section 4 below, this Agreement shall terminate upon its expiration date unless the Board or Employee shall notify the other in writing no later than six (6) months prior to the expiration of the Term that it or he desires to enter into a successor employment Agreement or extended Agreement for another one (1) year period. Upon receipt of such notification, the other Party shall respond in writing by stating whether it or he also desires to enter into a successor employment Agreement or to extend the Agreement. If both Parties so mutually desire, then the Parties shall meet to discuss the terms of a successor or extended Agreement, which terms shall be agreed to no later than five (5) months before the

expiration of the Term. The aforesaid deadlines may be modified or waived by the mutual, written consent of the Board and the Employee.

- 2.3 Any final action on the renewal, amendment, extension, or termination of this Agreement will occur during an open meeting of the Board pursuant to 110 ILCS 805/3-70.
- 2.4 Nothing in this Agreement alters the employment-at-will status of the employee under Board Rule 4.8.

Section 3. Position and Salary.

- 3.1 During the term of this Agreement, Employee shall be employed by the Board in the capacity of the President of Malcolm X College of the City Colleges of Chicago. In this capacity Employee shall serve as an Officer of the District as set forth in the Board Bylaws of the City Colleges of Chicago, Section 2.3. Employee agrees that as a condition of employment he will reside within the City of Chicago during the term of his employment.
- 3.2 During the term of this Agreement, and in consideration of the Employee's services as President of Malcolm X College, Employee shall be paid an annual salary of \$200,000.00 ("Base Compensation"), payable in accordance with the payroll policies of the City Colleges of Chicago. Employee shall be entitled to four (4) weeks of vacation annually during the term of his employment.

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 President including the fringe benefits to which other Officers of the District and employees are entitled, as well as 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 his duties as President.

Section 5. Termination / Resignation.

- 5.1 The Board may terminate the Employee's employment at any time immediately and without notice.
- 5.2 Employee may resign his employment upon sixty (60) days written notice to the Board. The Board in its sole discretion may accept Employee's resignation upon written notice less than sixty (60) days.

Section 6. Event of Termination.

- 6.1 If Employee's employment is terminated by the Board for any reason, or by reason of death or permanent disability of the Employee, or by reason of the expiration of the Term of the Agreement, then the Board shall pay or provide to Employee: (i) any Base Salary earned through the date of termination, unpaid expense reimbursements and unused vacation that accrued through the date of termination; and (ii) any vested benefits Employee may have

under any employee benefit plan of the Board through the date of termination, which vested benefits shall be paid and/or provided in accordance with the terms of such employee benefit plans. These payments and benefits shall not be subject to mitigation or offset. The Board's decision to terminate this Agreement in accordance with this paragraph does not obligate the Board to pay any severance compensation to the Employee upon termination.

Section 7. Public Notice.

- 7.1 Public notice must be given prior to the final action by the Board on the formation, renewal, extension, or termination of the Agreement and must include a copy of the board item or other documentation providing, at a minimum, a description of the proposed principal financial components of the Employee's appointment.
- 7.2 The Board minutes, packets, and performance criteria relating to the Employee's contract or bonus must be posted on the District's website pursuant to 110 ILCS 805/3-70.

Section 8. Outside Employment.

- 8.1 During his employment, the Employee will devote substantially all his professional time, attention, skills, and energy to the performance of his responsibilities as President Malcolm X College. The Employee will perform such responsibilities professionally, in good faith, and to the best of his abilities.
- 8.2 Any outside employment, consulting, or volunteer work by the Employee must be presented for approval to the Chancellor and, consistent with City Colleges of Chicago's policy regarding outside employment, must not interfere with or conflict with any of the responsibilities of the President.

Section 9. Mutual Non-Disparagement.

- 9.1 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 10. Arbitration.

- 10.1 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 11. Severability

- 11.1 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.
- 11.2 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 will 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 will be deemed stricken from this Agreement without affecting the validity and enforceability of any of the remaining provisions hereof.

Section 12. Choice of Law.

- 12.1 The laws of the State of Illinois shall govern the interpretation and enforcement of this Agreement. The parties consent to jurisdiction and venue in Cook County, Illinois. All statutory limitations in effect during the time of the execution of the Agreement are applicable.

Section 13. Notices.

- 13.1 Any notice required pursuant to this Agreement shall be made in writing and delivered certified mail, postage pre-paid, to the addresses, as shown below:

A. Notices to the Board:

Board of Trustees
City Colleges of Chicago
180 North Wabash Avenue, Suite 200
Chicago, Illinois 60601
Attention: Chair of the Board of Trustees

B. Notices to Employee:

[insert employee address]

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.

Section 14. Counterparts.

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

Section 15. Agreement.

15.1 Except as provided in Section 5 above, this Agreement will terminate upon the expiration of the Term of this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the Effective Date.

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

Employee

By: _____

Walter E. Massey, Ph.D.

Its: Chair

By: _____

David A. Sanders

Date: _____

Date: _____