

**34738**

**ADOPTED – BOARD OF TRUSTEES  
COMMUNITY COLLEGE DISTRICT NO. 508  
MARCH 2, 2023**

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

**RESOLUTION  
REAPPOINTMENT OF JUAN SALGADO  
CHANCELLOR  
CITY COLLEGES OF CHICAGO**

**WHEREAS**, Juan Salgado is a trailblazing educational and civic leader with decades of experience working in Chicago’s communities to expand educational and employment opportunities for youth, adult learners and immigrants; and

**WHEREAS**, during his service as Chancellor of the City Colleges of Chicago, Juan Salgado has shown the dedication, skill, expertise and character necessary to continue to serve as the Chief Administrative Officer of the District.

**NOW THEREFORE BE IT RESOLVED**, that the Board of Trustees appoints Juan Salgado to serve as Chancellor of Community College District No. 508, and hereby authorizes the Board Chair to execute an agreement substantially in the form of Exhibit A attached hereto.

# EMPLOYMENT CONTRACT – CITY COLLEGES OF CHICAGO

## Exhibit A

### Employment Contract

This **EMPLOYMENT CONTRACT** (the “contract” or “agreement”) is entered into by and between the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois (the “Board”), and JUAN SALGADO, for services as Chancellor (the “Chancellor”) of Community College District No. 508, County of Cook and State of Illinois” (the “City Colleges of Chicago” or the “City Colleges”) (collectively “the parties”).

In consideration of the mutual promises contained herein, the parties agree that this contract and the terms set forth between the parties reflects the parties understanding of the laws regarding appointment, duties, compensation, and termination. 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. The parties agree as follows:

#### **1. EMPLOYMENT.**

In accordance with the provisions of the Public Community College Act, 110 ILCS 805/3-26, the policies and directives established by the Board, and subject to the terms of this contract, JUAN SALGADO is hereby employed as the Chancellor of the City Colleges of Chicago.

1.1 **TERM.** Under this contract, the Chancellor is employed for a period of four (4) years beginning July 1, 2023 and extending through June 30, 2027 (the “Term”).

1.2 **SALARY.** The Board, as compensation for the duties set forth in this agreement, will pay the Chancellor an annual base salary at the rate of two hundred eighty-one thousand one hundred thirty-nine dollars (\$281,139.00) per year, payable in accordance with the payroll policies of the City Colleges of Chicago. The Board is authorized to increase the annual base salary rate by up to three percent (3%) each year, at the discretion of the Board, only after performance has been reviewed and an evaluation is completed as described in this agreement. Salary increases shall only be considered upon successful completion of a review period and performance evaluation as described in § 2.2. Any increase in base salary made during the Term

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of this agreement shall be considered an amendment to this section of the agreement and shall become a part of the agreement.

1.3 **RESIDENCY.** The Chancellor shall establish and maintain residency in the City of Chicago during the duration of the Term of employment.

1.4 **BENEFITS.** The City Colleges of Chicago shall provide the Chancellor with the usual and customary health care benefits provided to employees of the City Colleges as well as sick leave, and any other authorized leave during the Term of employment. The Chancellor shall be entitled to the same amount of vacation time per year, to be earned, accrued and used in accordance with the same practices and in the same manner as the vacation time of other Officers of the District and employees.

## **2. DUTIES**

The Chancellor shall serve as the Chief Administrative Officer of the City Colleges of Chicago and shall devote best professional efforts and full employment time in carrying out the duties and responsibilities of the position. The duties and responsibilities shall include, but are not limited to, those prescribed by the laws and regulations of the State of Illinois, and by the policies, rules, regulations, and directions adopted by the Board (collectively the “Policies”) and as are reasonably incidental to the position of Chancellor, all as may be modified from time to time by the Board.

2.1 **PERFORMANCE GOALS.** The Board shall provide the Chancellor with performance goals within 90 days of the effective date of this contract and any updated goals at the start of each year thereafter. The performance goals shall clearly set forth the expectations of the position to include any initiatives, standards, budget planning, and directives expected from the Chancellor during the term of employment. In all cases, the Chancellor is expected to act in the best interests of the City Colleges of Chicago and the Board and perform the position with a high degree of competence, professional standards, and judgment.

2.2 **EVALUATION.** The annual performance review shall consist of the following:

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(1) a submitted written self-evaluation by the Chancellor to be tendered to the Board Chair no later than November 1<sup>st</sup> of each year; (2) a written performance evaluation prepared by the Board Chair, after consultation with the Board, to be completed no later than December 1st of each year; and (3) an in-person meeting with the Chancellor to discuss the written performance reviews and any proposed salary increase, if applicable.

### **3. SECONDARY EMPLOYMENT**

The Chancellor shall devote all professional time, attention, skills, and energy to the performance of the responsibilities of the position. A secondary employment relationship with an entity other than the City Colleges of Chicago is prohibited. The Chancellor shall be permitted to serve as a volunteer or participate in speaking engagements, consistent with the City Colleges of Chicago's Policies; provided that any such participation (i) must not substantially interfere with the Chancellor fulfilling his job duties, or (ii) create a conflict of interest in violation of the City Colleges of Chicago's Policies.

### **4. TRANSPORTATION**

The Board shall pay or reimburse the Chancellor for reasonable expenses incurred in performance of the duties of the position which occur within the Chancellor's workday. Reimbursements shall include parking costs and mileage incurred pursuant to the applicable reimbursement policies of the City Colleges. The Board shall provide the Chancellor with access to a City Colleges vehicle for travel to and from destinations within the Chicago Metropolitan Area in connection with the performance of the Chancellor's duties as described herein.

### **5. INCAPACITATION**

Subject to the Chancellor's rights, if any, under the federal Family and Medical Leave Act, the Americans with Disabilities Act and any other applicable state or federal law, if the Chancellor becomes physically or mentally unable to perform any substantial duty, for a period of sixty (60) calendar days in any 180 calendar-day period, the Board may, at its option, terminate the Chancellor's employment upon written notice to the Chancellor. The Chancellor may, within 10 days of receiving such notice, request a

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hearing before the Board or its designated hearing officer regarding whether the Chancellor can perform his job duties. The parties agree that a decision following such hearing shall be final. Upon termination for such reason, the Board shall pay the Chancellor any accrued compensation or benefits due up to the date of termination. Nothing in this paragraph shall be interpreted or enforced in a manner that violates the Americans with Disabilities Act, the Family Medical Leave Act or any other applicable federal, state or local laws.

### **6. INDEMNIFICATION**

The Board shall indemnify and hold harmless the Chancellor and shall defend the Chancellor from and against any legal action brought or liability sought by reason of acts, omissions or alleged acts or omissions committed in the scope of employment as the Chancellor, including but not limited to any judgment, award, settlement, reasonable attorneys' fees and other costs and expenses incurred in connection with the defense of any actual or threatened action, proceeding or claim. Such indemnification shall not apply to any acts of deliberate misconduct.

### **7. TERMINATION**

The Board may terminate this agreement before its stated date of expiration for any of the reasons set forth herein.

**7.1 FOR CAUSE.** The Board may terminate this contract and the Chancellor's employment at any time during the Term of the agreement for cause by providing, or having a designee of the Board provide, the Chancellor with written notice, pursuant to paragraph 10, of such intention, together with a statement of the primary reasons for termination. Cause means a finding by the Board which shall include, but is not limited to, any material breach of this contract or any of the following: (a) incompetence in the performance of job duties; (b) fraud or misappropriation; (c) negligence; (d) cruelty; (e) immorality; (f) criminal activity; (g) a finding of wrongdoing or recommendation for disciplinary action, up to and including termination, following an investigation, by an overseeing Office of Inspector General or any designated investigative entity; (h) the exercise of poor judgment in a manner

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that reflects poorly on the City Colleges of Chicago or the Board; or (i) any improper act that is contrary to the best interests of the City Colleges of Chicago. If the Chancellor is terminated for cause during the Term of this contract no severance shall be paid. Any compensation earned or reimbursements due up to the date of termination shall be paid in regular payroll installment payments until paid in full.

**7.2 WITHOUT CAUSE.** The Board, at its option, and by a minimum of thirty (30) days' notice to the Chancellor, or pay in lieu of notice, may unilaterally terminate this contract during its Term without cause. In the event of such termination before the contract Term ends, the Board shall pay to the Chancellor, as severance pay, pursuant to the terms and conditions set forth in paragraph 8, an amount equivalent to and not to exceed 8 weeks of compensation, to include any amounts considered as pay in lieu of notice. The base annual salary at the time of such termination shall be used to determine severance pay. Any payment shall be less applicable taxes and authorized deductions and shall be paid in regular payroll payments until paid in full.

**7.3 MUTUAL AGREEMENT.** This contract may be terminated by mutual agreement of the Chancellor and the City Colleges of Chicago in writing, upon such terms and conditions as may be mutually agreed upon.

**7.4 RESIGNATION.** The Chancellor shall resign employment upon 30 days written notice to the Board. The Board in its sole discretion may accept the resignation as effective immediately after receipt of such notice.

### **8. SEVERANCE**

In accordance with the Government Severance Pay Act (5 ILCS 415) no severance pay shall be paid if the Board, an overseeing Office of Inspector General, or any designated investigative entity makes a finding of misconduct. Misconduct shall include any of the following: (a) conduct that is a deliberative violation or disregard of reasonable standards of behavior of an employee; (b) intentional and substantial disregard of the employer's interests or the employee's duties; (c) chronic absenteeism or tardiness in deliberate violation of a known policy after a reprimand; (d) willful and deliberate violation of a

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state or local standard or regulation; (e) violation of the employer's rules; or (f) other conduct, including criminal assault or battery on an employee, customer, invitee or abuse or neglect of someone under the employee's professional care.

### 9. RENEWAL

Unless the agreement is terminated earlier in accordance with any section in paragraph 7, this agreement shall automatically terminate upon the stated expiration date and shall not renew. If either party decides to renew the contract at the end of its Term, each agrees to provide notice to the other of such intention 90 days before the expiration of the agreement. In the event the parties mutually wish to continue the employment relationship, the parties shall meet to discuss the terms of a renewal agreement which terms shall be agreed to no later than 60 days before the expiration of the Term.

### 10. NOTICE

Any notice or communication permitted or required under this contract shall be made in writing and shall become effective on the day of service thereof by personal service or by first class mail, registered or certified, return receipt requested, sent to the parties at their respective addresses listed below. Service by mail shall be deemed made upon deposit in the mail to the following:

To the Board & General Counsel:

Chair, Board of Trustees  
City Colleges of Chicago  
180 N. Wabash Ave, Suite 200  
Chicago, IL 60601

General Counsel  
City Colleges of Chicago  
180 N. Wabash Ave, Suite 200  
Chicago, IL 60601

To Chancellor:

Juan Salgado  
(personal home address on file)

Juan Salgado  
City Colleges of Chicago  
180 N. Wabash Ave. Suite 200  
Chicago, IL 60601

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## **11. PUBLIC NOTICE**

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 appointment. Public notice must be given for the agreement identifying the action to be taken and including a copy of the agreement with any addenda pursuant to 110 ILCS 805/3-65. The Board minutes, packets, and performance criteria relating to this contract must be posted on the website pursuant to 110 ILCS 805/3-70.

## **12. APPLICABLE LAW AND CHOICE OF FORUM**

This agreement shall be construed in accordance with and governed by the laws of the State of Illinois. The Parties agree to the jurisdiction and venue of the Circuit Courts of Cook County, Illinois, or the United States District Court of the Northern District of Illinois, for resolving disputes arising under this agreement.

## **13. WRITTEN MODIFICATION**

This agreement may not be modified except by express written consent of both parties.

## **14. COMPLETE AGREEMENT**

This agreement constitutes the complete understanding of the parties and supersedes any and all oral or written communication.

## **15. SEVERABILITY**

If any portion of this agreement is declared by any court or adjudicative body to be invalid, the validity of the remaining portions will not be affected.

## **16. COUNTERPARTS AND ELECTRONIC SIGNATURES.**

This agreement may be executed in any number of separate counterparts and by electronic signatures, each of which shall together be deemed an original, but the several counterparts shall together constitute one and the same instrument. In addition, the parties



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agree that an electronic signature shall be considered an original signature, and a copy of the agreement shall be considered an original instrument and each together or separately shall become binding and enforceable as if original and the parties may rely on the same to prove the authenticity of the agreement.

**CITY COLLEGES OF CHICAGO**

Board Chair

By: \_\_\_\_\_

Walter E. Massey

Date: \_\_\_\_\_

**CITY COLLEGES OF CHICAGO**

Chancellor

By: \_\_\_\_\_

Juan Salgado

Date: \_\_\_\_\_

## Chancellor Salgado Performance Goals

July 1, 2023 – June 30, 2027

### Realize meaningful gains in student outcomes

- Grow four-year outcome measure (which measures whether credential-seeking students new to City Colleges earn a degree, certificate, or transfer to a four-year college within four years of enrollment) to 42% district-wide by FY27
- Achieve aggressive targets for reducing equity gaps in the student outcome measure
  - Narrowing the gap for Black students by 8 percentage points (FY22: 30% to FY27: 38%) and
  - Narrowing the gap for Latinx students by 8 percentage points (FY22: 33% to FY27: 41%)
- Achieve ambitious goals set out in the Chicago Roadmap and subsequent Roadmap 2.0 goals (<https://chicagoroadmap.wpenginepowered.com/wp-content/uploads/2022/04/Chicago-Roadmap-Impact-Report-2022.pdf>)

### Cement a lasting discipline of effective strategic planning and execution

- Build from current five-year CCC Strategic Framework to set priorities for FY26 and beyond (<https://www.flipsnack.com/CityCollegesofChicago/city-colleges-of-chicago-strategic-framework/full-view.html>)
- Execute upon 2021 to 2025 unifying district-wide initiatives (<https://www.flipsnack.com/CityCollegesofChicago/city-colleges-of-chicago-strategic-framework/full-view.html>)
- Support and hold colleges accountable to executing on college strategic plans
  - Daley College: <https://www.flipsnack.com/CityCollegesofChicago/richard-j-daley-college-strategic-framework/full-view.html>
  - Harold Washington College: <https://www.flipsnack.com/CityCollegesofChicago/harold-washington-college-strategic-framework/full-view.html>
  - Kennedy-King College: <https://www.flipsnack.com/CityCollegesofChicago/kennedy-king-college-strategic-framework/full-view.html>
  - Malcolm X College: <https://www.flipsnack.com/CityCollegesofChicago/malcolm-x-college-strategic-framework/full-view.html>
  - Olive-Harvey College: <https://www.flipsnack.com/CityCollegesofChicago/olive-harvey-college-strategic-framework/full-view.html>
  - Harry S Truman College: <https://www.flipsnack.com/CityCollegesofChicago/harry-s-truman-college-strategic-framework/full-view.html>
  - Wilbur Wright College: <https://www.flipsnack.com/CityCollegesofChicago/wilbur-wright-college-strategic-framework/full-view.html>
- Complete aligned college level key performance indicator goal setting for FY24, FY25, FY26 and hold ourselves accountable to achieving goals

### Improve City Colleges' ability to "grow its own" effective leaders

- Build a mission, values and vision aligned framework for developing future leaders

- Launch aligned leadership development, coaching and/or mentoring programs benefiting more than 80% of leadership level staff (Associate Dean and above)
- Realize healthy levels of leadership succession within City Colleges of Chicago (approximately 50% of new leadership hires through promotion)

### **Excel in student enrollment and retention**

- Achieve average 3% enrollment growth per year, 12% growth FY24 to FY27
- Design clear, measurable performance metrics for Deans/Directors of Enrollment Management
- Create clear, decisive support and accountability for enrollment management at colleges
- Sustain historic investments in effective marketing and communications maintaining such spend at or above \$3 million per year
- Create, design and expand successful programs of study for new student enrollment for both high school age youth and adults. For example, areas of growth include: Engineering and Computer Science, Nursing and Allied Health Care, Social Work, Early Childhood Education, Clean Energy and Building Trades
- Execute high-impact retention strategies such as first year experience, coaching, targeted financial supports and partnership with high performance, evidence based non-profit partners such as One Million Degrees to achieve retention KPIs set forth in strategic plan

### **Sustain stable financial position**

- Present balanced annual budgets, generating revenue and managing expenses to achieve budgeted bottom line or better
- Maintain cash reserves above Board of Trustees authorized levels, currently 90 days cash

### **Advance institutional health**

- Organize common, well understood annual college and district department performance and institutional health assessment
- Define critical institutional health metrics for City Colleges
- Create new open, transparent tradition for the Chancellor to report on annual college and district-wide institutional health assessments

### **Support effective governance**

- Foster transparent, responsive, effective Board Chair/Chancellor relationship
- Achieve Trustee satisfaction