

**10.5. THREE-YEAR EXTENSION OF EMPLOYMENT AGREEMENT FOR
PRESIDENT OF HEARTLAND COMMUNITY COLLEGE**

BOARD ACTION

Motion: To approve the contract for Dr. Keith Cornille, President, as presented in Board Agenda Item 10.5.

Recommendation: Approval of a three-year extension of Dr. Cornille's Employment Agreement to take effect July 1, 2024 and continue through June 30, 2027 at a salary of \$238,124 year one with increases of 3.5% and 3% in years two and three, respectively.

ISSUE

Included with the agenda item is the proposed contract for Dr. Keith Cornille, President. This contract reflects 2.5%, 3.5%, and 3% annual base compensation increases in FY2025, FY2026, and FY2027, respectively.

**HEARTLAND COMMUNITY COLLEGE
EMPLOYMENT AGREEMENT
PRESIDENT**

For and in consideration of the promises and covenants hereinafter set forth, the **Board of Trustees of Community College District No. 540, Counties of DeWitt, Ford, Livingston, Logan, McLean, and Tazewell, State of Illinois** ("Board") and **Keith Cornille, Ed.D.**, ("Cornille") do hereby agree that:

1. **EMPLOYMENT:** The Board shall employ Cornille as President of Heartland Community College ("College") for a term commencing effective July 1, 2024 and continuing through June 30, 2027. In such capacity, Cornille shall be the chief executive and administrative officer of the College and the professional advisor to the Board on all matters relating to the College. He shall implement Board directives and initiatives and shall perform such duties and services as are required by law and/or as set forth in the Board policy manual and job description for the position of President (as now in effect or hereafter amended from time to time). Cornille shall also perform such other or different duties as the Board may assign from time to time, provided that such duties shall be of a nature consistent with the duties of a president or chief administrative officer of a community college or similar institution.
2. **COMPENSATION:**
 - a. Base Salary: During the term commencing July 1, 2024 and ending June 30, 2025, the Board shall pay Cornille a base salary of \$238,124. During the term commencing July 1, 2025 and ending June 30, 2026, the Board shall pay Cornille a base salary of \$246,458. During the term

commencing July 1, 2026 and ending June 30, 2027, the Board shall pay Cornille a base salary of \$253,852. Base salary for any partial term of service hereunder shall be prorated. Base salary shall be paid bi-weekly in accordance with the payroll schedule that shall apply to other full-time administrators of the College.

3. **STATE UNIVERSITIES RETIREMENT SYSTEM (“SURS”) RETIREMENT**

CONTRIBUTIONS: Cornille shall be entitled to the retirement, retirement insurance, and disability benefits provided by SURS.

4. **BENEFITS:**

- a. Cornille shall be entitled to 22 paid vacation days per fiscal year, which vacation leave may accumulate to a maximum of 56 days during the term of this contract. Unused vacation leave in excess of said 56 days shall be forfeited. During the term hereof Cornille shall give reasonable notice to the Chair of the Board if he intends to be absent from his duties or from the District for more than 3 consecutive days.
- b. Cornille shall be awarded 12 sick days per fiscal year, which sick days shall accumulate without limitation.
- c. Cornille shall, at Board expense, be provided with the same health, vision, and dental insurance coverage benefits as are available to other full-time administrators of the College.
- d. Cornille shall, at Board expense, be provided with term life insurance coverage in a beneficial amount that shall not be less than two times Cornille's base annual salary.

- f. During the term of this agreement, the Board shall pay up to \$5,000.00 toward Cornille's comprehensive physical examination to be performed at the Mayo Clinic, and Cornille shall provide the Chair with a copy of the Mayo Clinic's examination report. Thereafter, the Board may require Cornille to verify his fitness to perform the essential duties as President, and Cornille shall submit to such physical examinations as provided under the terms of the College's health insurance plan.
- g. During the term hereof, the Board shall pay up to \$2,700.00 annually towards the cost of long-term care insurance coverage purchased by Cornille.

5. **EXPENSES:**

- a. Cornille shall be reimbursed for all expenses reasonably and necessarily incurred in the performance of his duties as President of the College and shall be provided with an institutional credit card, computer, and cell phone to facilitate College business.
- b. Cornille shall be paid an automobile allowance of \$1,100.00 per month, such allowance to be paid bi-weekly with base compensation payments. In addition, the Board shall pay for gasoline and oil charges incurred in the performance of Cornille's duties as President.
- c. Cornille shall maintain his primary residence within the borders of Community College District #540 for the duration of this Agreement.

6. **PERFORMANCE EVALUATION:** The Board shall evaluate and assess in writing Cornille's performance as President on or about March 15 of each year during the

term of this Agreement, and Cornille shall have the right to make written response to each such evaluation and assessment. In connection with each such annual evaluation and assessment, Cornille shall prepare a self-evaluation which shall articulate his goals and priorities for the upcoming year. Upon the completion of the Board's evaluation of Cornille's performance and Cornille's self-evaluation, the Board shall schedule a meeting with Cornille to discuss the evaluation, salary/benefits adjustment, and any recommendations for improvement.

7. **TERMINATION:** This Agreement shall terminate upon the expiration of its term and shall be subject to early termination upon the following circumstances:
- a. Mutual written consent of the parties.
 - b. Cornille's death.
 - c. Cornille's disability, as determined by Cornille's eligibility to receive SURS' disability benefits.
 - d. Discharge for just cause, which shall include, but not be limited to, Cornille's failure to perform in accordance with the terms of this Agreement, illegal or immoral conduct, failure to comply with Board policies applicable to the performance and/or conduct of the President or conduct that is detrimental to the best interests of the College. Prior to discharge for just cause Cornille shall have the right to service of written charges, notice of hearing, and a hearing before the Board. Cornille may elect to be accompanied by counsel at any such hearing, in which event counsel expenses shall be paid by Cornille.

8. **MISCELLANEOUS PROVISIONS:**

- a. This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois, and jurisdiction and venue of any legal proceedings arising under this Agreement shall be in McLean County, Illinois.
- b. Any notices required or permitted hereunder shall be in writing and shall be personally delivered to the Chair or Secretary of the Board or to Cornille, as the case may be. In the alternative, notice may be given by registered or certified mail, return receipt requested.
- c. This Agreement represents the entire understanding of the parties in respect to the employment of Cornille, and any prior oral or written representations, understandings, or agreements are merged herein and shall be of no force or effect unless contained in this Agreement.
- d. If any term, condition, or provision of this Agreement shall be declared to be invalid by a court of law, such declaration shall not affect the remaining provisions of this Agreement, which shall remain in full force and effect.
- e. Time is of the essence in respect to all provisions hereof.
- f. It is expressly acknowledged that Cornille shall not attain tenure as an employee of the Board under this Agreement.
- g. Neither party may assign this contract or any portion thereof, and no amendment to this contract shall be effective unless set forth in writing and executed by the parties hereto.

IN WITNESS WHEREOF, the Board and Cornille have executed this Agreement
in duplicate to take effect as of July 1, 2024.

**Board of Trustees of Community
College District No. 540, Counties of
DeWitt, Ford, Livingston, Logan,
McLean, and Tazewell, State of Illinois**

By: _____
Becky Ropp, Chair

Keith Cornille, Ed.D.

Attest: _____

Date: _____

Date: _____