

## **EMPLOYMENT AGREEMENT**

This EMPLOYMENT AGREEMENT (hereafter, "AGREEMENT") is made by and between the Kentucky Community and Technical College System Board of Regents (hereafter, "KCTCS Board" or "Board") and Dr. Jay K. Box (hereafter, "KCTCS President" or "Dr. Box"), (collectively, "the Parties") as of this 16<sup>th</sup> day of January 2015.

The purpose of this AGREEMENT is to establish and document the terms of Dr. Box's employment as President of the Kentucky Community and Technical College System (hereafter, "KCTCS" or "System") as those employment terms have been negotiated by and between the KCTCS Board and Dr. Box.

This AGREEMENT supersedes and replaces any and all verbal and written agreements between the KCTCS Board and Dr. Box, and it includes all terms agreed to by the Parties. This AGREEMENT may be amended, extended or terminated only by the means set out in this AGREEMENT.

### **DUTIES OF THE PRESIDENT**

KCTCS President shall serve as the chief executive of the KCTCS. KCTCS President agrees to devote his full time, attention and best efforts to the performance of the duties of the office of KCTCS President, as those duties are set out in the KCTCS President position description at Attachment A to this AGREEMENT. Specific duties of the KCTCS President shall include the duties of the KCTCS President established in the statutes and regulations of the Commonwealth of Kentucky, as well as all duties described in the position description for KCTCS President at Attachment A and incorporated herein by reference, and such other duties that are generally consistent with the position of President as may be assigned to the KCTCS President by the KCTCS Board, upon reasonable notice which is documented in writing.

The Parties acknowledge that any changes to the duties of the KCTCS President during the term of this AGREEMENT shall be by agreement of the Parties. The Parties pledge their best efforts to implement any such changes to the duties of KCTCS President.

KCTCS Board requires KCTCS President to act at all times in a manner consistent with policies established by KCTCS Board, and to administer, manage and operate KCTCS System in a manner consistent with those policies and for the benefit of KCTCS students, communities, and the Commonwealth of Kentucky. The Parties

agree to use their best efforts to maintain a professional working relationship for the benefit of KCTCS students, communities and the Commonwealth of Kentucky.

## **TERM OF OFFICE AND ANNUAL EVALUATION OF KCTCS PRESIDENT**

### **TERM**

KCTCS President shall serve an initial term of three and one-half (3 1/2) years, beginning January 16, 2015, and ending June 30, 2018. President shall be evaluated annually by KCTCS Board, as set forth below, and KCTCS Board shall at that time consider adding another year to the AGREEMENT. In any event, the KCTCS Board shall notify the President no later than 120 days prior to the expiration of the AGREEMENT as to whether the Board intends to renew or otherwise extend the AGREEMENT.

### **ANNUAL EVALUATIONS**

During this initial term, KCTCS President's performance shall be evaluated annually by KCTCS Board, on a date and in a manner established by KCTCS Board. These annual evaluations shall include a written evaluation as well as a meeting between KCTCS President and KCTCS Board, both of which shall include reviews of KCTCS President's job performance and established objectives as well as discussion of the upcoming year's objectives. Such annual reviews may also include, in KCTCS Board's discretion, an overall prioritization of KCTCS President's objectives for the KCTCS System, and timetables and resources for accomplishment of those objectives.

KCTCS Board shall establish a schedule and evaluation instrument for the review of KCTCS President, and shall allow KCTCS President not less than two (2) weeks to prepare an outline of accomplishments and progress towards attaining established job performance objectives and satisfying the duties and responsibilities of KCTCS President. At the discretion of KCTCS Board Chair in consultation with KCTCS President, the initial evaluation schedule may be extended six months, so that the initial evaluation will cover the period of January 16, 2015 to June 30, 2016 (18 months). Thereafter, KCTCS Board will follow an annual evaluation process to be completed by June 30 of each year of the term of this AGREEMENT.

## **COMPENSATION AND BENEFITS**

### **COMPENSATION**

Beginning on the first day of KCTCS President's initial term, January 16, 2015, KCTCS President shall receive an annual salary in the amount of \$345,000.00.

Salary payments shall be made in accordance with established KCTCS Board policy for all KCTCS employees.

KCTCS Board shall review the salary of KCTCS President annually, as part of its evaluation of KCTCS President's performance, and salary adjustments may be made annually, in accordance with KCTCS Board policies and practices and consistent with the results of the KCTCS Board evaluation of KCTCS President.

### **BENEFITS**

KCTCS Board shall provide KCTCS President the benefits generally provided to KCTCS employees, as well as certain additional benefits, all as described in Attachment B to this AGREEMENT, and incorporated herein by reference.

### **TERMINATION OF AGREEMENT**

This AGREEMENT may be terminated in any of the following ways:

- By mutual agreement of Parties with such notice as Parties may agree to;
- By President with a 120 day written notice to KCTCS Board; or
- By the KCTCS Board, pursuant to and for the reasons set forth in KRS 164.360.

In the event of any such termination, KCTCS Board shall provide no severance pay or any other compensation or benefits to KCTCS President other than those that have accrued prior to the effective date of the termination of this AGREEMENT, except as may be agreed to by Parties or as otherwise required by law.

In the event that KCTCS President is removed from office for cause pursuant to KRS 164.360, this AGREEMENT shall automatically terminate as of the effective date of that removal or termination for cause.

### **ARBITRATION OF DISPUTES**

Parties agree that any controversy or claim arising out of or relating to this AGREEMENT or any breach thereof not remedied within 30 days (and not waived by the non-breaching Party) shall be resolved by binding arbitration in accordance with rules of the American Arbitration Association. Judgment upon the award rendered by the arbitrator shall be entered into the Woodford Circuit Court.

### **SEVERABILITY/GOVERNING LAW**


If any clause or provision in this AGREEMENT shall be adjudged invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, that determination shall not affect the validity of any other clause or provision, which shall remain in full force and effect. This AGREEMENT shall be governed by the laws of the Commonwealth of Kentucky.

**COMPLETE AGREEMENT**

This AGREEMENT supersedes any and all prior understandings and agreements between the Parties, and no modification of this AGREEMENT shall be binding upon KCTCS until a written modification shall have been approved in writing by KCTCS Board.

- Waiver of Breach: Waiver of a breach of any provision of this AGREEMENT by KCTCS Board or by KCTCS President shall not operate or be construed as a waiver of any subsequent breach by either Party.
- Assignment: This AGREEMENT shall inure to the benefit of, and shall be binding upon, KCTCS, its successors, and assigns. The AGREEMENT shall not be subject to assignment by KCTCS President.

In Witness Whereof, the undersigned are duly authorized to enter into this AGREEMENT and have executed this AGREEMENT as of the date and year first written above.

  
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Jay K. Box, President, KCTCS

  
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P.G. Peeples, Sr., Chair, KCTCS Board

**ATTACHMENT A**  
**POSITION DESCRIPTION FOR**  
**KCTCS PRESIDENT**

**KCTCS Presidential Profile**

The Board of Regents of the Kentucky Community and Technical College System invites nominations and applications for the position of President of the Kentucky Community and Technical College System.

The President oversees a system of 16 individually accredited comprehensive community and technical colleges with over 70 locations serving over 135,000 students annually. KCTCS has an annual operating budget of approximately \$929 million, and touches the lives of more than 500,000 citizens. KCTCS provides over 700 credit option programs and plays a vital role in the economic future of Kentucky. In addition to traditional degrees, certificates and diplomas, the System provides a variety of initiatives and services that are helping to develop high-skilled workers for today's fast-paced and globally competitive workplace. The KCTCS President serves as an ex-officio voting member of the foundation board and provides direction and guidance to the board on its fundraising agenda to support KCTCS.

KCTCS is governed by a 14-member Board of Regents. Eight members are appointed by the Governor and six are elected members: two members of the teaching faculty are elected by faculty; two members of the nonteaching personnel are elected by nonteaching personnel; and two members of the student body are elected by students.

**The Kentucky Community and Technical College System Board of Regents seeks a highly experienced, inclusive and visionary leader who will serve the needs of the citizens of Kentucky and serve as an advocate for KCTCS with a continuing focus on the following challenges and opportunities:**

- Advancement of the KCTCS mission and working collaboratively with the colleges and all constituents in moving forward with the ambitious agenda to become the nation's premier community college system.
- Serving in a key leadership role for the economy of Kentucky, addressing the decrease in state funding while developing new revenue sources by attracting new businesses and industries to the Commonwealth.
- Engaging the educational community in order to increase student success and completion.
- Promotion and enhancement of the System's commitment to academic excellence and occupational training in order to meet the demand-driven workforce needs throughout Kentucky.

- Ensuring the proper balance between academic offerings and customized workforce training programs.
- Growth in educational partnerships to ensure a seamless transition with Kentucky's secondary education system and 4-year colleges and universities.
- Increasing communication, fostering collaboration, and unifying systemwide policies while achieving the proper balance of autonomy to the individual colleges.
- Continuously engage with business and industry to define workforce needs; and design and provide coursework and training in line with needs across Kentucky.
- Update and unify technology infrastructure to support online education.

**The Kentucky Community and Technical College System Board of Regents is seeking an innovative, visible and accessible leader who possesses an understanding of the complexity of a large State System and a successful track record in the areas listed below.**

## **Student Learning and Success**

- Focus on teaching and learning and maintaining the standard of providing a quality education at an affordable cost.
- Foster systemwide innovation and provide continuity for existing initiatives.
- Lead systemwide efforts to recruit and retain talented and dedicated faculty.
- Ensure that workforce training needs are met and strengthen apprenticeship programs.
- Work to streamline and simplify the statewide dual-credit agreement.
- Improve retention rates and continue to make developmental education a high priority.
- Unify online learning processes and programs.
- Improve the ease of transition from KCTCS colleges to 4-year colleges and universities.
- Represent the System statewide and on a national level.



## **Strategic Leadership and Organizational Planning**

- Provide exceptional fiscal accountability and have extensive experience managing large, complex budgets.
- Demonstrate an excellent track record with large-scale fundraising initiatives.
- Mobilize and engage alumni in a way which will develop a model for all of the KCTCS colleges.
- Continue work on the Strategic Plan in order to refine and align with the KCTCS Business Plan and Economic Development throughout Kentucky.
- Engage college and system leadership to enhance communication between and among the colleges and the System office.
- Experience with and oversight of emergency planning and protocols.
- Evaluate faculty salaries and the ratio of full time/adjunct faculty.
- Support professional development for faculty and staff.
- Experience providing oversight and prioritizing multiple construction projects and facilities renovations.

## **Leadership and Advocacy**

- A politically astute leader with a strong voice and extensive experience working with a state governor and federal/state legislators in addressing the strategic higher education priorities and needs of the Commonwealth. .
- Extensive experience working with and for a governing board.
- Successful track record of developing meaningful community partnerships.
- A consensus builder who will work closely with the college presidents to maintain individual college identities.
- Engage in outreach with the community and key stakeholders and inform them about opportunities provided by KCTCS.
- Has a comprehensive understanding of the different needs of urban, suburban and rural communities.

## **Diversity**



- Increase diversity throughout the System and actively lead efforts to recruit minority administrators, staff and faculty to reflect the changing populations within our communities.
- Address specific needs of non-traditional student constituency groups to support student success (ex.: military veterans, students reentering the workforce, single parents, senior citizens and adult education).
- Understand the varied cultures and issues facing our residents throughout Kentucky.

## **Necessary Skills**

- A person of honor and integrity who is compassionate, intelligent and displays common sense.
- An exceptional communicator with outstanding listening skills.
- A respectful and fair-minded individual who values inclusiveness at all levels and has students at the heart of every decision.
- Proven effective leadership skills in managing a complex statewide organization.

## **Minimum Qualifications**

- An earned doctorate degree from a regionally accredited college or university is preferred; with a minimum of a master's degree from an accredited college or university.
- At least 10 years of senior level administrative experience, preferably at a community college.
- Experience with business and industry and economic development is preferred.
- Higher education teaching experience is preferred.



**ATTACHMENT B**  
**ADDITIONAL BENEFITS FOR**  
**KCTCS PRESIDENT**

The KCTCS Board agrees to provide to KCTCS President the benefits generally provided to KCTCS employees including workers compensation insurance and long-term disability coverage in the amounts specified below.

In addition, KCTCS Board agrees to provide the following benefits to the KCTCS President:

**Retirement Plan**

KCTCS Board shall provide KCTCS President a defined contribution 403 (b) plan. KCTCS Board shall pay retirement contributions in accordance with established Board policy for all KCTCS employees.

**Insurance**

KCTCS Board shall provide KCTCS President and pay 100% of the premiums for basic life and accidental death and dismemberment insurance coverage, life insurance coverage in amount equal to twice President's salary; full family health insurance including health flexible spending account (funded in the amount of \$500) and employee dental insurance coverage and employee long term disability coverage.

KCTCS Board shall provide KCTCS President retirement health insurance and long term care insurance at retirement so long as the following three conditions are met: (1) KCTCS President retires in good standing with at least five years of service as President of KCTCS; (2) KCTCS President retires after at least 15 years of total service (including, within that total service, service in another postsecondary education institution or state level postsecondary education board or agency in Kentucky or another state); and (3) the sum of KCTCS President's age plus years of service in postsecondary education as defined above must amount to at least 75.

**Automobile**

KCTCS Board shall provide to KCTCS President an executive automobile for official and personal use. Any taxes due on the personal use of the automobile shall be the responsibility of the KCTCS President. At KCTCS President's

choice, in lieu of an executive automobile, KCTCS Board shall furnish KCTCS President an annual automobile allowance of \$24,000, payable in monthly installments.

#### **Travel Expenses and Professional Meetings**

The KCTCS President may attend professional meetings at local, state, and national levels. Reasonable expenses so incurred shall be reimbursed as approved by the Chair of the KCTCS Board. The KCTCS President shall provide the KCTCS Board with a semiannual report of non-local travels to professional meetings.

#### **Annual and Holiday Leave**

KCTCS President shall receive pay for all KCTCS holidays, plus annual leave of twenty-five (25) days per year. All unused annual leave shall be paid to the President upon separation from employment, for any reason, with KCTCS.

#### **Sick Leave**

KCTCS President shall receive sick leave up to fifteen (15) days per year. Paid sick leave is awarded and administered in accordance with KCTCS personnel policies and procedures.

#### **Medical Examination**

KCTCS Board shall provide KCTCS President a complete, annual medical examination at a medical facility of the KCTCS President's choosing. In the event the President becomes ill or disabled, and is unable to perform the essential functions of the position of KCTCS President with or without reasonable accommodation for a period of forty-five (45) calendar days, the KCTCS Board may require a fitness for duty examination and the KCTCS President shall not unreasonably withhold consent. The examination, to be performed by a licensed physician selected by the KCTCS Board, will be for the purpose of determining if the KCTCS President's inability to perform the essential functions of the position of KCTCS President will likely continue for a period of six (6) months or more from the initial date of illness or disability. The physician's determination will be provided to KCTCS President and to KCTCS Board, and the KCTCS Board agrees to hold any such report as confidential.