

**MINUTES OF SPECIAL MEETING  
BOARD OF TRUSTEES  
KALAMAZOO VALLEY COMMUNITY COLLEGE**

A special meeting of the Board of Trustees of Kalamazoo Valley Community College District, 6767 West O Avenue, Kalamazoo, Michigan, was held on Thursday June 13, 2019 at 8:00 a.m. at the KVCC Texas Township Campus, 6767 West O Avenue, Kalamazoo, Michigan, in Paul D. Jackson Board Room 3365.

Chairperson Patton convened the meeting at 8:01 a.m.

**ROLL CALL**

**Present:** Trustees Buck, DeLuca, Farmer, Gustas, Miller, Patton, and Stinson  
L. Marshall Washington, Ph.D., President  
Sherry Smurr, Recording Secretary

**OTHER ATTENDEES**

Kurt Sherwood, Legal Counsel, Miller Canfield  
Mike Collins, Executive Vice President for Enrollment and Campus Operations  
Kathy Johnson, Assoc. Vice President for Analytics, Research and Compliance

**APPROVAL OF AGENDA**

It was **MOVED** by Trustee Miller, **SECONDED** by Trustee Stinson, and **CARRIED** that the agenda be approved as presented.

**ACTION ITEM**

It was **MOVED** by Trustee Gustas and **SECONDED** by Trustee Stinson that the Employment Agreement with President Luther Marshall Washington dated July 1, 2018 be adopted. The motion **CARRIED** by the following ROLL CALL VOTE:

AYES: 7

NAYS: 0

ABSENT: 0

ABSTENTIONS: 0

**OTHER ITEMS**

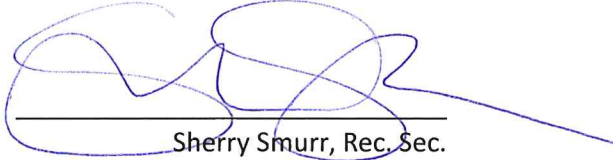
Dr. Washington thanked the Board and expressed gratitude for their feedback and partnership.

**ADJOURNMENT**

It was **MOVED** by Trustee Stinson, **SECONDED** by Trustee Farmer, and **CARRIED** that the meeting be adjourned. The Chairperson declared the meeting adjourned at 8:17 a.m.

  
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Jeff Patton, Chairperson

  
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Susan Miller, Secretary

  
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Sherry Smurr, Rec. Sec.

## REVISED Amendment Two

### Employment Agreement dated July 1, 2018 between Board of Trustees of Kalamazoo Valley Community College and Luther Marshall Washington, President of Kalamazoo Valley Community College

As approved by the Board of Trustees at the Special meeting of June 13, 2019, the Agreement is amended as follows:

#### 1. Employment Duties, Term.

The President shall perform such administrative duties as may be assigned from time to time by the Board. The President's general duties shall be as set forth in the Board's policies and bylaws. The President's term of employment shall continue through June 30, 2022, and year to year thereafter, unless sooner terminated as provided in this Agreement (*See*, Sections 3.2 and 8).

#### 3.2 Adjustments.

The Board will provide the President a performance review prior to June 30 of each fiscal year. The parties will at that time discuss changes in annual compensation and/or benefits for the following fiscal year. The Board may amend Schedule "A" on or before the beginning of the next fiscal year. Following each performance review, this Agreement shall automatically be extended by one (1) additional year at the end of the then current fiscal year (*e.g.*, on 6/30/20 the Agreement will be extended to 6/30/23; on 6/30/21 the Agreement will be extended to 6/30/24, etc.), unless the Board provides written notice to the President on or before the end of the then current fiscal year (July 1 —June 30; 30 days' notice is not required) that this Agreement shall terminate on June 30 of the year three (3) years from the end of the then current fiscal year. At no time shall this Agreement be for a term longer than three (3) years. Nor does the foregoing alter either parties' right(s) to terminate the Agreement as set forth in the Agreement's Section 8.

#### 7. Performance Review.

The President's performance shall be reviewed annually prior to June 30, unless the parties mutually agree in writing to a different date. The review procedure shall be mutually acceptable to both the Board and President. The review may be either written or unwritten, as mutually agreed to by the parties.

  
TAF.  
SW

**Schedule "A"**

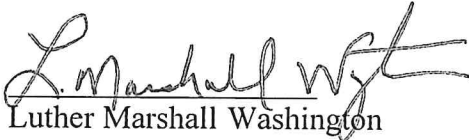
1. **Salary** For the period of 7/1/18 -6/30/19 the President shall receive a Base salary of \$200,000. Thereafter the President shall receive an annual salary percentage increase, to be paid in equal installments according to KVCC's regular payroll practices, of:

<u>Fiscal Year</u>	<u>Percentage Salary Increase</u>	<u>Base Salary</u>
7/1/19 – 6/30/20	1.50%	\$203,000
7/1/20-6/30/21	1.75%	\$206,552

**The parties expressly agree that, except as modified in Amendment One (dated 12/11/18) and this Revised Amendment Two, all other terms and conditions of the parties' July 18, 2018 Employment Agreement shall remain unaltered and in full force and effect.**

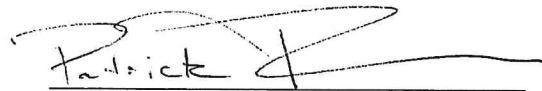
PRESIDENT

KALAMAZOO VALLEY COMMUNITY COLLEGE

  
Luther Marshall Washington

  
Jeffrey W. Patton  
Its Board Chairperson

  
Susan L. Miller  
Its Board Secretary

  
Patrick A. Farmer  
Its Treasurer