

EMPLOYMENT CONTRACT BETWEEN TERRY WILKERSON

AND

THE BOARD OF TRUSTEES OF REND LAKE COMMUNITY COLLEGE DIST. # 521

THIS AGREEMENT made and entered into this _____ of _____, 2023 between the Board of Trustees of Rend Lake Community College, hereinafter referred to as the COLLEGE, or BOARD and Terry Wilkerson hereinafter referred to as PRESIDENT.

WITNESS:

WHEREAS, on April 12, 2012 the Board of Trustees voted to hire Terry Wilkerson as President of the College, and Terry Wilkerson agreed to become President of the College; WHEREAS, the parties have agreed to amend and change the contract and extend the same through fiscal year 2024 based upon terms and conditions specified below.

WHEREAS, the Board of Trustees and the President believe that this written employment contract should supersede and replace the parties' existing employment contract and that contract is necessary and appropriate to describe the relationship to serve as the basis of effective communication between them as they fulfill their governance and administrative functions in the operation of the educational programs of the College;

NOW THEREFORE in consideration of the mutual promises contained herein, the Board of Trustees appoints and hires Terry Wilkerson to perform all the duties of the President of Rend Lake Community College, and to serve as the Chief Executive Officer of the College under policies, supervision and direction of the Board of Trustees. Terry Wilkerson accepts and agrees to such employment based upon the terms and conditions herein after set forth:

I. TERM:

The Board of Trustees hereby employs Terry Wilkerson as President for an additional period of time beginning on the 1st day of July, 2023, and ending on the 30th day of June, 2025.

II. SALARY:

It is understood and agreed that the President’s salary will be:

July 01, 2023 – June 30, 2024	\$220,000.00
July 01, 2024 – June 30, 2025	\$233,000.00

The Board of Trustees will conduct a yearly evaluation of the President’s performance and reserves the right to increase the salary solely based upon performance or to bring President's salary in line with Presidents’ salaries of Community Colleges in the State of Illinois.

III. PRESIDENT AND BOARD RESPONSIBILITY:

The President shall serve as the Chief Executive Officer of the College under the policies (as may be amended from time to time by the Board of Trustees), supervision and direction of the Board of Trustees.

IV. DUTIES:

As the Chief Executive Officer of the College, the President shall perform the duties of the President which are required by law, Board policies and Board directives, as well as those duties consistent with custom and practice. While serving in the role of the President of the College, he shall engage in the following activities, including, but not limited to:

- a. College, faculty, and education leadership;
- b. Assist in fundraising, development, public and alumni relations;
- c. Long-range planning, budget formulation, supervision of College buildings, grounds, and equipment controlled by the College;
- d. Administration of the affairs of the College consistent with Board policy;
- e. Student recruitment and services and faculty recruitment;
- f. Recommending the appointment of staff pursuant to Board policy;
- g. Preparing regulations, rules and procedures useful for the welfare of the College.

V. MANNER OF PERFORMANCE:

A. The President agrees to perform, at all times faithfully, industriously, and to the best of his ability, experience, and talent, all of the duties that may be required of the President of the College.

B. Such duties shall be rendered at the campus of the College, and at such other places or place as the Board of Trustees or the President shall deem appropriate interests, business needs, or opportunities of the College.

C. The expenditure of reasonable amounts of time for personal or outside business, as well as charitable and professional development activities, shall not be deemed a breach of this agreement, provided such activities do not interfere with the service required to be rendered to the Board of Trustees under the provisions of this agreement.

D. The President shall not, without prior written permission from the Board of Trustees, render services of any professional nature to or for a person or firm for remuneration other than to the Board of Trustees, and shall absolutely not engage in any activity that may be competitive with and adverse to the interests of the College.

VI. PROFESSIONAL GROWTH:

The Board of Trustees encourages the continuing professional growth of the President. The Board of Trustees in its discretion shall permit a reasonable amount of release time for the President to attend professional growth matters.

VII. EVALUATIONS:

The Board of Trustees shall meet in closed session with the President for the purpose of evaluation of the performance of the President. Attached hereto as Exhibit "A" is the criteria for performing an annual performance review of President's job performance. In addition, the Board and President shall, at

said job performance, agree to and list a set of "goals" for the term of the year for the President which, along with the criteria, shall be published on the official website of Rend Lake College pursuant to statute.

VIII. MEETINGS AND EXPENSES:

The Board of Trustees shall reimburse the President for his usual and customary expenses associated with representing the College including, at the discretion of the Board of Trustees, reimbursement of the President's reasonable expenses incurred in attending meetings, travel for the institution, and expenses incurred by the President for legitimate College-related entertainment, and any other expenses which are approved by the Board of Trustees. The President shall be required to maintain and furnish an accounting of expenses provided for in this agreement in reasonable detail for review.

IX. INSURANCE:

The Board of Trustees shall provide the same health insurance coverage provided to all other administrative staff of the College pursuant to the then current Board of Trustees policies.

X. SICK LEAVE AND VACATION:

The President shall be allowed the same number of sick leave days per year (and the accumulation thereof) and an additional 15 days above the number of vacation days as provided to all other administrative staff of the College based upon the total years of service for the College, and pursuant to the current Board policies.

XI. AUTOMOBILE EXPENSES:

During the term of the contract, the College shall provide the President a monthly stipend for the President's automobile in the amount of \$1,000.00.

XII. TERMINATION FOR JUST CAUSE:

A. The Parties agree that the College may terminate this Agreement at any time for "just cause" which, in addition to any of its other normally understood meanings in employment contracts, shall include but are not limited to the following:

1. A violation of the duties set forth in this Agreement or refusals or unwillingness to perform such duties in good faith and to the best of the President's abilities;

2. A violation of any of the other terms and conditions of this Agreement not remedied after thirty (30) days' written notice thereof to the President.

3. Any conduct of the President that constitutes moral turpitude, or that would tend to bring public disrespect, contempt or ridicule upon the College;

4. A violation of any law, policy, rule, regulation, Constitutional provision or bylaw of the College, or local, state or federal law, which violation may be in the sole judgment of the Board of Trustees, reflect adversely upon the College;

5. Prolonged absence from duty without the Board of Trustees consent;

6. Failure to fulfill the obligations as President.

B. Prior to any dismissal by the Board of Trustees, the President shall be advised of the ground or grounds that might lead to dismissal, and he shall be given an adequate opportunity to present any facts or evidence on the President's behalf prior to any final decision.

XIII. EXPIRATION OF CONTRACT/EXTENSION OF CONTRACT:

Unless the Board shall decide and notify the President (9) nine months prior notice that this contract will be terminated, the same will, without further action, be in effect under the same terms and conditions hereof then in effect, including salary or benefit adjustments, if any. Notice not to extend this contract shall be given in writing, personally delivered to the President by mail as hereinafter provided. Such notice must be personally delivered or mailed (9) nine months prior to ending this contract. Notice given under this provision by mail will be deemed effective upon mailing, irrespective of whether the notice is received or accepted. In the event the President is not given the required notice under this paragraph then the President shall be entitled to a severance pay in the amount of twelve months of his regular salary and benefits as compensation. Notice given under this provision by mail will be deemed

effective upon mailing, irrespective of whether the notice is received or accepted. The President and Board of Trustees may reduce the notice requirement or modify it by a written agreement of the parties.

The President is guaranteed a severance of 6 months salary and applicable benefits from the date of contract end, if this contract is ended prior to June 30, 2025 with or without cause, and not replaced with a subsequent contract.

It is recognized that the decision whether or not to renew this contract after it has expired is within the sole discretion of the Board and the contract will not be extended if so requested by the President or if the parties agree to a new contract. Where within this contract period, the parties may but are not required to enter into a new contract replacing this contract at any time.

The President shall retain his tenure status regardless of the terms of this contract extension or termination/expiration thereof. Upon any ending event of this contract, the President shall retain tenure with all years of service credit including those encompassed in this contract and those acquired prior to the terms of the original contract.

XIV. SEVERABILITY:

The terms of this Agreement are severable such that if any term or provision is declared by a Court of competent jurisdiction to be illegal, void, or unenforceable, the remainder of the provisions shall continue to be valid and enforceable.

XV. GOVERNING LAW; FORUM:

This Agreement shall be interpreted and construed in accordance with the laws of the State of Illinois, which shall be the forum for any lawsuit arising from or incident to this Agreement.

XVI. WAIVER:

No delay or failure to enforce any provision of this Agreement shall constitute a waiver or limitation of rights otherwise enforceable under this Agreement.

XVII. MODIFICATION:

This Agreement supersedes all prior agreements and understandings before the Parties.

The Parties may, during the term of this Agreement, mutually agree to modify any of its terms. Any modifications shall be in writing, signed by both Parties.

IN WITNESS WHEREOF, Terry Wilkerson, and the authorized representatives of the College have executed this Agreement on this _____ day of _____, 2023.

**BOARD OF TRUSTEES OF
REND LAKE COLLEGE**

PRESIDENT

BY: _____
Chairman, Larry Manning

Terry Wilkerson

Secretary, Jeff Jones