

EMPLOYMENT AGREEMENT

This Employment Agreement is made and entered into as of the 21st day of November, 2024, by and between the Board of Trustees of Danville Area Community College District No. 507 (hereinafter called the "Board") and Randall P. Fletcher, Ed.D., as Interim President of the College (hereinafter called the "Interim President").

The Board and the Interim President, for the consideration herein specified, agree as follows:

1. **Term:** The Board, in consideration of the promises herein contained of the Interim President, hereby employs, and the Interim President hereby accepts, employment as the Interim President of Danville Area Community College District No. 507, for a term commencing December 16, 2024 and terminating June 30, 2025.
2. **Duties:**
 - (a) The Interim President agrees that he shall be the Chief Executive Officer of the College, a full-time position, and shall be responsible to the Board.
 - (b) The Interim President is to be responsible for the overall management of the College, including, but not limited to, all those duties incident to the Office of the President as set forth in the job description and those obligations imposed by local, state, and federal laws, rules and regulations.
 - (c) The Interim President further agrees to perform such other duties as from time to time may be assigned to him by the Board. It is further understood and agreed that the Interim President is not responsible to individual Board members but the Board of Trustees as an entirety. Any disagreement or misunderstanding regarding additional duties or responsibilities of the Interim President shall be resolved by the Board Chairman, or by discussion and majority vote of the Board, if so requested by the President.
3. **Salary:**
 - (a) The Interim President's annual salary shall be \$195,233. Payroll will be divided equally among 24 paychecks on an annual basis, paid on the 15th and the last day of each month following the normal payroll processing system.
 - (b) The Interim President shall not accept any outside employment, except honoraria without the prior permission of the Board.
4. **Automobile Allowance:** In recognition of the unique nature of the duties and responsibilities of the Interim President, the Board shall provide him with an automobile allowance of \$750 per month for the period December 16, 2024 through June 30, 2025. The Interim President is responsible for all insurance, repair, licenses, maintenance, and fuel costs.

5. **Housing Allowance:** In recognition for the responsibilities of the Interim President, the Board shall provide him with a housing allowance of \$1,250 per month for the period December 16, 2024 through June 30, 2025.

6. **Other Expenses:** The Board agrees to provide the Interim President an expense allowance of \$1,000 per month for the period December 16, 2024 through June 30, 2025, as well as reimbursement of all reasonable expenses incurred in the interest of the College upon presentation of such documentation as the Board may require. This includes expenses for technology and telecommunications. The Board shall also pay the cost of the Interim President's dues in professional and service organizations.

7. **Vacation and Sick Leave:** The Board agrees to authorize the Interim President to take up to ten (10) working days of paid vacation annually. The Interim President shall also be entitled to eight (8) sick days and two (2) personal days annually. The accumulation of vacation, sick and personal leave days will be in compliance with the Board policy. These days are pro-rated as a partial year of this agreement.

8. **Insurance.** The Board shall provide for the Interim President the coverage under its group insurance plan, including medical, vision, and dental coverage. The Board shall also provide \$20,000 basic life insurance coverage.

9. **Retirement Contribution.** In addition to the annual salary stated in number 3 of this agreement, the Board will make a contribution of 8% of total earnings as required on behalf on the Interim President to the State University Retirement System (SURS) in satisfaction of the Interim President's statutory contribution to SURS. The Interim President does not have any right or claim to this amount contributed by the Board on the Interim President's behalf except as it may become available at the time of retirement from SURS.

10. **Relocation Allowance:** The Board agrees to provide a relocation reimbursement allowance up to \$3,000 payment to the Interim President at the end of this contract for moving and relocation expenses reimbursement. Normal taxable IRS (Internal Revenue Service) guidelines shall apply. The Board agrees to allow the Interim President January 2-3, 2025 as additional personal days for relocation purposes.

11. **Termination:**

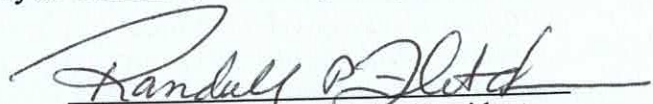
This Agreement may only be terminated by the Board prior to the termination date in accordance with the following terms:

- (a) If the Board terminates this Agreement prior to June 30, 2025, for a reason specified herein as being "for cause", said termination shall be effective as of the date specified in the termination notice. The Board may terminate "for cause" upon the Interim President's commission of a felony; the Interim President's failure to perform his assigned duties after a prior written notice and ninety (90) day opportunity to cure any specified written deficiencies in his performance; or the


Interim President's action or inaction which constitutes a substantial and material breach of this Agreement. The notice of termination by the Board for any "for cause" termination shall state the basis for such termination, and a hearing before the Board may be requested by the Interim President.

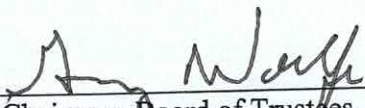
- (b) If the Interim President becomes unable or fails to perform his assigned duties for a period of ninety (90) days, the Board may terminate this Agreement and upon termination by the Board for such reason, the Board shall pay to the Interim President an amount equal to six (6) months salary, plus amounts due to continue his medical, dental and life insurance coverage for a period of twelve (12) months after such termination.
- (c) Except as provided above, if the Board terminates this Agreement prior to June 30, 2025 for a reason that is not "for cause" as set forth supra, the Board shall pay to the Interim President, in addition to all amounts accrued and due to the Interim President as of the date of such termination, an amount equal to the balance of the salary that would be paid if employment continued through June 30, 2025, however according to 110 ILCS 805/3-65, the amount of the severance may not exceed (20) twenty weeks of compensation. Said amount shall constitute a severance allowance, and no additional amounts shall be due the Interim President by reason of such termination.

In Witness Whereof, the parties have caused this Agreement to be executed in their respective names and in the case of the Board, by its Chairman, on the day and year first written above.


Randall P. Fletcher, Interim President
Danville Area Community College

ATTEST:


Secretary, Board of Trustees
Danville Area Community College


Chairman, Board of Trustees, Dist. #507
Danville Area Community College