

## **PRESIDENT’S EMPLOYMENT AGREEMENT (the “Agreement”)**

**THIS AGREEMENT** is made the \_\_\_\_\_ day of \_\_\_\_\_, 2025, by and between the Board of Trustees of Danville Area Community College District No. 507 (the “Board” or “College”), and Dr. Randall P. Fletcher (the “President”).

**WHEREAS**, the Board wishes to employ the services of Dr. Randall P. Fletcher as President, and Dr. Randall P. Fletcher wishes to accept the position of President under the following terms:

### **A. EMPLOYMENT**

1. **Term of Employment** - The Board will employ the President for a four (4) year contract term commencing July 1, 2025, and ending June 30, 2029. The term of this agreement will not be extended except pursuant to a written mutual agreement of the Board and President which is publicly adopted and approved by the Board in accordance with Section 805/3-70 of the Public Community College Act (110 ILCS 805/3-70).
2. **Non-Renewal of Agreement** - The Board will notify the President no later than November 30, 2028, should it decide not to renew this Agreement beyond June 30, 2029. If the Board does not renew this Agreement with the President before November 30, 2028, upon the first pay period following the President’s last day of employment with the College, in addition to all final compensation owed to the President by law under the Illinois Wage Payment and Collection Act, the President shall be entitled to severance compensation equal to twenty (20) weeks of compensation.
3. **Powers and Duties** – Subject to policies and directives established by the Board and consistent with the Illinois Public Community College Act, The President shall act as the chief executive officer of the College. The President shall have the authority and responsibility to organize, direct, manage and oversee the administration of the College in a manner intended to promote and advance the College’s best interest and in the spirit of mission, vision and core values of the institution.

The President shall be in charge of the administration of the College and be under the direction of the Board; he shall be the chief executive officer for the Board, responsible and accountable for the leadership and management of

the entire College and its programs, services and administrative function; he shall direct and assign other employees of the Board under his supervision; he shall organize, reorganize and arrange the administration and supervisory staff including academic, student and business affairs, as best serves the College, subject to approval of the Board; he shall select, place, transfer and dismiss employment of such personnel subject to approval by the Board; he shall carry out the duties and responsibilities of the President as set forth by the Danville Area Community College Policy Manual, including changes to that manual that may be directed by the Board; he shall suggest policies, procedure, regulations and rules deemed necessary for the welfare of the College; and, in general, he shall perform all duties incident to the office of the President and such other duties as may be prescribed by the Board.

The President shall be responsible for communicating with the Board on a regular and continuing basis so that the Board is advised on a timely basis of matters which might require policy guidance from the Board. The Board may further establish and designate the President's essential job responsibilities in a position adopted by the Board.

During his employment, the President shall devote substantially all of his professional time, attention, skills, energy to the performance of his responsibilities professionally, in good faith, and to the best of his abilities.

## **B. SALARY AND EVALUATION**

### **1. Annual Base Salary**

The President will receive a base salary of \$240,000.00 of Base Salary Amount ("Base Salary" means annual salary compensation, exclusive of benefits, bonuses, or any other form of compensation) for the one (1) year term of July 1, 2025 through June 30, 2026. Payroll will be divided equally among 24 paychecks on an annual basis, paid on the 15<sup>th</sup> and the last day of each month following the normal payroll processing system.

For periods after June 30, 2026, the President will be eligible for annual increases in Base Salary (annual increase cannot exceed 3 percent [3%]). The Board will review the President's Base Salary and total compensation against performance objectives, endeavoring to make the President's Base Salary and total compensation competitive with the salary and total

compensation payable to individuals with similar responsibilities at comparable institutions.

The President's Base Salary will be not less than \$240,000.00 annually during the Term of this Agreement.

## 2. Bonuses and Incentive-Based Compensation

In addition to increases in Base Salary, the Board has the discretion to award the President performance-based bonuses or incentive-based compensation pursuant to the requirements of 110 ILCS 805/3-70(4), as well as to increase the President's benefits.

## 3. Evaluation

- a. Pursuant to 110 ILCS 805/3-70 and 3-75, the Board will complete an annual performance review of the President.
- b. For the first year of this Agreement, on or before August 1, 2025, the President will propose specific written annual performance goals and proposals for measuring progress in achieving those goals for the following twelve (12) month term for the review and approval by the Board. The Board will meet with the President to review the proposed performance goals. The Board will approve and establish the annual performance goals at the Board meeting on August 21, 2025.
- c. For each following year of the Agreement's term, the President will propose specific written annual performance goals and proposals for measuring progress in achieving those goals to the Board on or before July 1<sup>st</sup> during each year of this Agreement's term. The Board will meet with the President to review the proposed performance goals. The Board will approve and establish the annual performance goals by July 1<sup>st</sup> of each year of this Agreement's term.
- d. The President will provide the Board with written status reports, including data measuring his progress towards meeting the annual performance goals. The President will submit the status reports at least once during each six (6) month period of each contract year and at least twice per contract year.
- e. The Board will review and evaluate the President's performance before June 30th of each year of this Agreement. The Board will review and assess the President's overall performance, and his successful completion and attainment of the performance goals

based on previously identified, measurable criteria and documented outcomes.

- f. A copy of the Board's written annual evaluation will be provided to the President.
- g. Board minutes, board packets, and annual performance criteria and goals concerning the President's evaluation will be publicly available on the College website. (110 ILCS 805/3-70).

## **C. BENEFITS**

### **1. SURS Contribution**

In addition to the President's Base Salary, the Board will make a contribution on behalf of the President to the State Universities Retirement System (SURS) in an amount equal to (8%) of the President's salary in satisfaction of the President's statutory contribution to SURS. The President does not have any right or claim to this amount contributed by the Board on the President's behalf except as it may become available at the time of retirement from SURS. Both parties acknowledge that the President does not have the option of choosing to receive the contributed amount directly, instead of having such contribution paid by the Board to SURS.

In addition, the College shall pay the President's annual CIP Insurance contribution at the percentage of gross earnings established by SURS (currently 0.95%. Beginning 2026, the contribution rates will be a percentage of salary determined by CMS).

### **2. Insurance Benefits**

The College shall pay the maximum coverage allowed for its group medical insurance benefit premium contributions, including disability, medical, vision, and dental coverage for the President, his spouse, and dependents. Spousal and dependent medical, dental and vision coverage will be waived by the President in the event his spouse or dependents are eligible for coverage through another source, such as another employer.

### 3. Term Life Insurance

The College will provide the President with term life insurance in the amount of \$20,000.

### 4. Vehicle Allowance

The Board shall grant the President a vehicle allowance of \$833.00 per month (annually \$10,000) for the duration of the Term of this Agreement for the expense incurred through owning or leasing his personal vehicle for the President's use for conducting business on behalf of the College.

### 5. Housing Allowance

The College will provide the President with a housing allowance of \$833.00 per month (\$10,000.00 annually) for the duration of the Term of this Agreement, for the expense incurred through occupying and maintaining a residence which from time-to-time may be used for fundraising, promotional events, and conducting business on behalf of the College.

### 6. Expense Allowances

The College will provide the President with an expense allowance of \$1,250.00 per month (\$15,000.00 annually) for the duration of the Term of this Agreement, for reasonable expenses the President is expected to incur while conducting business on behalf of the College, including moving expenses not to exceed \$7500.00 for 2025 -2026, which shall comply with IRS guidelines.

### 7. Reimbursement of Reasonable Expenses

In addition to the allowances above, the President is expected to incur reasonable and necessary expenses in performance of his duties on behalf of the College, which may exceed the Expense Allowance. These reasonable expenses will be reimbursed to the President in accordance with college expense reimbursement policies.

### 8. Vacation, Sick and Personal Day Leave

On July 1<sup>st</sup> of each year of this Agreement, the President shall annually receive:

- a. Twenty-four (24) days of paid vacation leave;
- b. Thirteen (13) paid sick days;
- c. Three (3) paid personal days;
- d. Paid Holidays corresponding to the College's annual Holiday schedule.

## **D. TERMINATION**

This Agreement may be terminated under the following circumstances:

### **1. Mutual Agreement**

The President and Board may terminate this Agreement by mutual agreement at any time.

### **2. Resignation by President**

The President may terminate this Agreement by written notice to the Board not less than one hundred twenty (120) days prior to the effective resignation date.

### **3. Death or Permanent Disability**

This Agreement will automatically terminate upon the President's death or upon the President becoming permanently disabled, as certified by a physician selected by or acceptable to the Board, which renders the President unable to perform the essential duties of his job, with or without reasonable accommodation for a period of 120 days.

### **4. Without Due Cause by the Board**

The Board may, in its sole discretion, terminate this Agreement without due cause.

- a. If the Board terminates the President without due cause, then no later than the effective date of the termination, the College shall pay the President severance compensation equal to twenty (20) weeks of compensation.

- b. Any termination of this Agreement without cause must be conducted in accordance with the requirements of 110 ILCS 805/3-70.

#### 5. For Due Cause by the Board

The Board may terminate this Agreement with due cause under the following circumstances and procedures:

- a. The Board may terminate this Agreement with due cause at any time, for conduct including but not limited to:
  - i. A deliberate or serious violation of the duties set forth in this Agreement or refusal or unwillingness to perform such duties in good faith and to the best of the President's abilities;
  - ii. A violation by the President of any of the other terms and conditions of this Agreement not remedied after thirty (30) days' written Notice thereof to the President by the Board;
  - iii. Conduct of the President that constitutes moral turpitude, or that would tend to bring public disrespect, contempt, or ridicule upon the College;
  - iv. A deliberate or serious violation of College policies and/or local, state, or federal laws, which violation may reflect adversely upon the College;
  - v. Prolonged absence from duty, in excess of thirty (30) calendar days, without the Board's consent.
- b. In the event the Board is exercising termination with due cause under Section D.5 of this Agreement:
  - i. The specific reason(s) for termination with due cause shall be provided in Notice from the Board to the President.
  - ii. The President shall be offered the opportunity to appear before the Board to discuss matter no later than thirty (30) days after the Notice is received.
  - iii. The President may elect to have legal counsel accompany his appearance before the Board, however

the President shall bear the cost and expenses arising from the retention of such counsel.

- iv. The President's meeting with the Board shall be conducted in closed session.
- v. If the Board determines there is due cause to terminate the President under Section D.5 of this Agreement, the President shall be paid for services performed through the date of discharge and any compensation due under the Illinois Wage Payment and Collection Act, without any further obligations on the part of either party to the other, unless mutually agreed upon.
- vi. If the Board terminates the President for misconduct (as defined in 5 ILCS 415/5), then the President will not be entitled to severance pay (5 ILCS 415/10).

#### **E. INDEMNIFICATION**

The Board will indemnify the President and provide legal representation in response to any claims or lawsuits arising from action taken within the scope of his employment or at the Board's direction as provided in Section 805/3-29 of the Illinois Public Community College Act. (110 ILCS 805/3-29).

#### **F. NOTICE**

1. All "Notices" required by this Agreement shall be in writing and delivered as follows:

If to the Board:

Greg Wolfe (or to any subsequent Board Chair)  
2000 East Main Street  
Danville, IL 61832

With a copy to:

Kerri Thurman (or to any subsequent Board Secretary)  
2000 East Main Street  
Danville, IL 61832

If to the President:



Dr, Randall P. Fletcher  
2000 East Main Street  
Danville, IL 61832

Or as otherwise directed in writing and signed by a party in a Notice issued pursuant to this provision.

2. All Notices shall be given personally, or via a national overnight delivery service, or via certified mail, postage prepaid, return receipt requested.
3. A Notice delivered personally shall be deemed to have been given on the date on which it is so delivered.
4. A notice sent via a national overnight service shall be deemed delivered on the next business day following its date of dispatch.
5. A notice sent by certified mail shall be deemed delivered three (3) business days after it is properly deposited in a U.S. Postal Service depository.

#### **G. GOVERNING LAW**

This Agreement shall be interpreted and enforced in accordance with the laws of the State of Illinois.

#### **H. COMPLIANCE WITH LAWS**

It is intended and understood by the parties that this Agreement complies with all applicable federal, state and local laws including the provisions of the Internal Revenue Code and Regulations in effect at the time of execution. If, at a later date, federal, state or local laws are construed in such a way as to make any part of this Agreement void and of no effect, then this Agreement will be given effect in such manner as will best carry out the purposes and intentions of the parties.

#### **I. RELIANCE UPON OWN JUDGMENT**

Each of the Parties relies wholly upon its own judgment, belief, and knowledge about the impact of this Agreement. This Agreement is made without reliance upon any statement or representation made outside this Agreement.

#### **J. INTERPRETATION**

This Agreement was negotiated at arm's length and entered into freely by the parties, with the opportunity to seek the advice of their own counsel if they so chose. In the event any ambiguity exists in any provision of this Agreement, such ambiguity is not to be construed against any of the parties by reference to any doctrine, statute, or other authority calling for ambiguities to be construed against the drafter of the document.

#### **K. SEVERABILITY**

In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate nor render unenforceable any other provisions of this Agreement.

#### **L. ASSIGNMENT**

This Agreement shall not be assignable by either party without the written consent of the other party.

#### **M. EXECUTION IN COUNTERPARTS**

This Agreement may be simultaneously executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

#### **N. ENTIRE AGREEMENT**

This Agreement contains the entire agreement of the parties and supersedes all prior discussion, representations, commitments, and agreements between the parties with respect to the subject matter hereof. No modification or amendment of this Agreement shall be deemed valid unless in writing and signed by both the Board Chair and the President.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the \_\_\_\_\_ day of \_\_\_\_\_, 2025.

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Dr. Randall P. Fletcher

By: \_\_\_\_\_ Date: \_\_\_\_\_  
BOARD OF TRUSTEES OF DANVILLE AREA  
COMMUNITY COLLEGE DISTRICT NO. 507

Attest: