

EMPLOYMENT CONTRACT

THIS EMPLOYMENT CONTRACT, made and entered into at Champaign, Illinois, as of this **1st day of July, 2022**, by and between the BOARD OF TRUSTEES OF COMMUNITY COLLEGE DISTRICT NO. 505 (PARKLAND COLLEGE) COUNTIES OF CHAMPAIGN, COLES, DEWITT, DOUGLAS, EDGAR, FORD, IROQUOIS, LIVINGSTON, MCLEAN, MOULTRIE, PIATT, VERMILION AND STATE OF ILLINOIS, herein "Board", and Dr. NANCY A. SUTTON, herein "Sutton".

WITNESSETH, the parties have agreed as follows:

SECTION ONE

SUPLANTATION

1.1 As of 12:01 A.M. on this **1st day of July, 2022**, this EMPLOYMENT CONTRACT supplants, supersedes and replaces all prior employment agreements, amendments to and/or revisions thereof by and between the parties.

SECTION TWO

TERM

2.1 In consideration of the mutual promises and agreements herein contained, Board hereby appoints and employs and Sutton hereby accepts appointment and employment by Board as Vice President for Academic Services or such other or different title or position which may be assigned to her for an initial term commencing at 12:01 A.M. on **July 1, 2022**, and terminating at midnight on **June 30, 2025**, unless terminated sooner as herein provided.

2.2 In the event Sutton is not in default in any of the provisions of the Contract, then by mutual agreement of the parties, the Contract may be extended for an additional three (3) year term or such other or further term as the parties may agree upon. All the terms and conditions of the Contract's initial term shall be applicable excepting those which are different and are expressly agreed to in writing by the parties. Negotiations for any such extension shall be commenced not less than sixty (60) days prior to the end of any term.

SECTION THREE

DUTIES

3.1 Sutton shall have all the duties and perform all the work and services contained in this Contract and as may be required by law or as are provided for in the Policy Manual of the

College heretofore promulgated by the Board (as the same are now in force or from time to time amended) in the job description of the position of Vice President for Academic Services for the College; copies of which have heretofore been furnished to Sutton and Sutton will also perform such other additional duties as may be assigned to her from time to time by the President of this College and/or by the Board. Such duties shall be of a nature consistent with the duties of the Vice President for Academic Services for a community college or similar organization.

3.2 This Contract shall be classified as an administrative contract in accordance with the Parkland College Board of Trustees Policy Manual (as the same is now in force or from time to time amended) and is subject to all provisions of the Policy Manual of the Board as to where specifically limited or abrogated by the provisions of this agreement. In addition, all applicable laws of the State of Illinois shall also be considered a part of this Contract and embodied herein.

3.3 Sutton's duties shall also include, but not be limited to the implementation of the policies, rules and regulations adopted by the Board and the discharge of all duties and responsibilities prescribed by and/or established by the President or by the Board from time to time.

3.4 The Board will provide Sutton with suitable office space, internet service (with a dedicated line), equipment and such administrative, educational and clerical, faculty and staff as available funds allow and as may be required to develop and maintain a high standard of academic services for the College. Sutton will make such recommendations to the President concerning programs, personnel appointments, expenditures and faculty, staff and student regulations which, in her best professional judgment, are necessary or desirable for the maintenance of the College academic services. Sutton will provide the President and/or Board with such additional information as the President and/or Board may reasonably request from time to time.

3.5 Sutton shall, as long as this Contract or any extension thereof is in full force and effect, be entitled to use and go under the name of "Vice President for Academic Services for Parkland College" or any acceptable derivative thereof or such other or different title or position which may be assigned to her.

3.6 Sutton shall not, without the written consent or authorization of the Board, execute any contract whatsoever which affects the College or Board, in writing or oral, in her own name, as Vice President, or in the name of the Board of Trustees of Parkland College.

3.7 During the term of this Contract, Sutton shall give reasonable written notice to the President if she is to be absent from her duties for an extended period of time.

SECTION FOUR

COMPENSATION AND FISCAL CONSIDERATIONS

4.1

The Board shall pay Sutton as follows:

(a) Beginning July 1, 2022, the Board shall pay Sutton a base gross annual salary \$137,243.70 plus the FY 2023 increases provided to administration.

(b) Each year subsequent thereto, the Board will review Sutton compensation and make adjustments it deems appropriate.

(c) Except as may otherwise be provided, all salaries and/or allowances payable hereunder shall be paid in equal monthly installments of 1/12 the total thereof, or as otherwise provided herein or as provided in the documents controlling that aspect of compensation, commencing on the first regular pay day period of the College during the term of this Contract.

(d) Board shall have the right to deduct from the compensation payable to Sutton under the provisions hereof, all federal, state and local taxes, and charges as may now be in effect or which may be hereafter enacted as charges on the compensation of Sutton. Sutton may, in writing, authorize other, further or different payroll deductions. It is agreed by the parties that the payment of any and all income taxes shall be the sole and exclusive responsibility and liability of Sutton.

(e) The Board shall make available to Sutton all other employee benefits that all other Administrators at Parkland College are provided. Such benefits will include, but are not limited to, health insurance, dental insurance and similar benefits.

(f) Sutton shall only be eligible for reimbursement of expenses for meals and entertainment or travel outside of the State of Illinois and lodging within the State of Illinois so long as appropriate receipts or vouchers are provided. Sutton acknowledges that through this Agreement, Sutton and the College have accounted for all other eligible expense reimbursement in her salary.

(g) The Board will pay or reimburse Sutton for such reasonable amounts that she pays to SURS as and for her retirement. Such payment or reimbursement shall be made on a monthly basis unless the parties mutually agree in writing otherwise.

(h) Sutton shall be entitled to vacation and such leave and similar provisions which are applicable to all Vice Presidents at Parkland College.

SECTION FIVE

EVALUATION

5.1 The President will meet with Sutton no less than annually to review her accomplishments of the prior year. The priorities for leadership that were mutually agreed upon at the commencement of the year will serve as a frame of reference for such evaluation.

SECTION SIX

CONTINUING TENURE

6.1 Sutton shall not be deemed to be granted continuing tenure, or similar status, in her capacity as Vice President for Academic Services of the College.

SECTION SEVEN

TERMINATION

7.1 This Contract shall be terminable, other than by expiration of its term, as follows:

- (a) Mutual written consent of the parties;
- (b) Death of Sutton;
- (c) Incapacity of Sutton for a period of one year; provided, however, that any action taken under this provision shall not adversely affect her right to benefits under any College long-term disability insurance plan;
- (d) Conviction of a felony;
- (e) Loss of legal qualifications;
- (f) By either party on one hundred fifty (150) days' advance written notice to the other. If the Board terminates this Contract under this provision, the Board reserves the right to pay Sutton in lieu of notice and relieve her of her responsibilities immediately.

SECTION EIGHT

ASSIGNMENT OF AGREEMENT AND AMENDMENTS

8.1 This Contract is for the personal services of Sutton and may not be assigned, in whole or in part, by either party without the prior written approval of the other party. This Contract contains all of the terms and conditions agreed upon by the parties with respect to the subject matter of this Contract, and supersedes all prior agreements, arrangements and communications between the parties concerning such subject matter, whether oral or written. No amendment to this Contract is effective unless it is set forth in writing, signed by both parties, and attached hereto.

SECTION NINE

NOTICES

9.1 All notices required or permitted to be sent hereunder are to be in writing, and shall be considered provided when delivered in person or when the same shall be deposited in the United States Mail and sent by registered or certified mail, with return receipt requested, and proper postage affixed thereto, as follows:

1. Notices to the Board:
Secretary
Board of Trustees of Community College District No. 505 (Parkland College)
Room A-121
2400 West Bradley Avenue
Champaign, IL 61821-1899

2. Notices to Sutton:
Dr. Nancy A. Sutton
Vice President for Academic Services
Parkland College
Room U331
2400 West Bradley
Champaign, IL 61821-1899

and also:

Dr. Nancy A. Sutton
1706 Brighton Court
Champaign, IL 61822

SECTION TEN
MISCELLANEOUS

10.1 This Contract shall be construed and interpreted in accordance with the laws of the State of Illinois.

10.2 Jurisdiction and venue of any and all legal proceedings involving this Contract shall be in Champaign County, Illinois.

10.3 All prior offers, acceptances, oral representations, agreements and writings between the parties heretofore made are merged herein and shall be of no force or effect unless contained in this Employment Contract.

10.4 In the event that one or more portions of this Employment Contract are declared invalid by a court of law or other body, such declaration shall not affect the remaining provisions hereof.

10.5 Time is the essence of this Contract and all of the agreements contained herein shall be binding upon the successors of the Board. This Contract shall be binding upon Sutton, her heirs and representatives.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written.

COMMUNITY COLLEGE DISTRICT NO. 505
(PARKLAND COLLEGE) COUNTIES OF
CHAMPAIGN, COLES, DEWITT, DOUGLAS
EDGAR, FORD, IROQUOIS, LIVINGSTON,
MCLEAN, MOULTRIE, PIATT, VERMILION
AND STATE OF ILLINOIS

By: Barbara T. Green
Chairman
Attest: James Zager
Secretary

Nancy A. Sutton
Dr. Nancy A. Sutton