

## EMPLOYMENT CONTRACT

THIS EMPLOYMENT CONTRACT, made and entered into at Champaign, Illinois, as of this **1<sup>st</sup> 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 MICHAEL TRAME, herein "Trame".

WITNESSETH, the parties have agreed as follows:

### SECTION ONE

#### SUPLANTATION

1.1 As of 12:01 A.M. on the **1<sup>st</sup> 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 Trame hereby accepts appointment and employment by Board as Vice President for Student Services or such other or different title or position which may be assigned to him for a term commencing at 12:01 A.M. on the **1<sup>st</sup> day of July, 2022**, and terminating at midnight on **June 30, 2025**, unless terminated sooner as herein provided.

2.2 In the event Trame 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 Trame 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 Student Services of the College; copies of which have heretofore been furnished to Trame and Trame will also perform such other additional duties as may be assigned to him 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 Student Services of 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 Trame'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 Trame 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. Trame will make such recommendations to the President concerning programs, personnel appointments, expenditures and faculty, staff and student regulations which, in his best professional judgment, are necessary or desirable for the maintenance of the College academic services. Trame 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 Trame 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 Student Services of Parkland College" or any acceptable derivative thereof or such other or different title or position which may be assigned to him.

3.6 Trame 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 his 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, Trame shall give reasonable written notice to the President if he is to be absent from his duties for an extended period of time.

SECTION FOUR

COMPENSATION AND FISCAL CONSIDERATIONS

4.1 Beginning on the 1<sup>st</sup> day of July, 2022, through and including June 30, 2025, the Board shall pay Trame a minimum base gross annual salary as follows:

(a) Beginning July 1, 2022, the Board shall pay Trame a base gross annual salary in the amount of \$ 153,349.63 plus FY 2023 annual increase for administrators.

(b) Each year subsequent thereto, the Board will review Trame's 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 Trame 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 Trame. Trame 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 Trame.

(e) The Board shall make available to Trame 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) Employee 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. Trame acknowledges that through this Agreement, Trame and the College have accounted for all other eligible expense reimbursement in Trame salary.

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

(h) Trame 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 Trame no less than annually to review his 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 Trame shall not be deemed to be granted continuing tenure, or similar status, in his capacity as Vice President for Student 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 Trame;
- (c) Incapacity of Trame 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 Trame in lieu of notice and relieve him of his responsibilities immediately.

SECTION EIGHT

ASSIGNMENT OF AGREEMENT AND AMENDMENTS

8.1 This Contract is for the personal services of Trame 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 Trame:

Michael Trame  
Vice President for Student Services  
Parkland College  
Room U334  
2400 West Bradley  
Champaign, IL 61821-1899

and also:

Michael Trame  
1000 Reagan Dr.  
St. Joseph, IL 61873

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 Trame, his 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 STAT OF LLINOIS

Chairman: *Daniel T. Green*

Attest: *James L. Ayers*  
Secretary

Employee: *Mike Lane*