

EMPLOYMENT CONTRACT

THIS EMPLOYMENT CONTRACT, made and entered into at Champaign, Illinois, as of this **1st day of July, 2021**, 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", PARKLAND COLLEGE FOUNDATION, herein "Foundation" and TRACY WAHLFELDT, herein "Wahlfeldt".

WITNESSETH, the parties have agreed as follows:

SECTION ONE SUPPLANTATION

1.1 As of 12:01 A.M. on the **1st day of July, 2021**, 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 Wahlfeldt and Wahlfeldt hereby accepts appointment and employment by Board as Executive Director of the Parkland College Foundation or such other or different title or position which may be assigned to her **commencing at 12:01 A.M. on July 1, 2021 and terminating at midnight on June 30, 2024**, unless terminated sooner as herein provided.

2.2 In the event Wahlfeldt 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 Wahlfeldt 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 Executive Director of the Parkland College Foundation; copies of which have heretofore been furnished to Wahlfeldt and Wahlfeldt 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 of this College or by the Board of Directors of the Parkland College Foundation. Such duties shall be of a nature consistent with the duties of the Executive Director of the Parkland College or similar organization. Wahlfeldt shall also provide and do services that may be assigned consistent with her professional/educational qualifications. Wahlfeldt agrees to perform faithfully and discharge all duties assigned to the satisfaction of the Board and Foundation.

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

3.4 The Board and/or Foundation will provide Wahlfeldt 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. Wahlfeldt will make such recommendations to the

Board and Foundation 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 and Foundation programs. Wahlfeldt will provide the Board and/or Foundation with such additional information as they may reasonably request from time to time.

3.5 Wahlfeldt 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 Executive Director of the Parkland College Foundation or any acceptable derivative thereof or such other or different title or position which may be assigned to her.

3.6 Wahlfeldt 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 Executive Director of the Parkland College Foundation, or in the name of the Board of Trustees of Parkland College or of the Board of Directors of the Foundation.

3.7 During the term of this Contract, Wahlfeldt shall give reasonable written notice to the President and the Foundation 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 Wahlfeldt as follows:

(a) Beginning July 1, 2021, the Board shall pay Wahlfeldt a base gross annual salary in the amount of \$133,957.81 plus FY 2022 raises provided to administrators.

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

(e) The Board shall make available to Wahlfeldt 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, so long as appropriate receipts or vouchers are provided.

(g) The Board will pay or reimburse Wahlfeldt 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 otherwise.

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

SECTION FIVE EVALUATION

5.1 The President will meet with Wahlfeldt 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 Wahlfeldt shall not be deemed to be granted continuing tenure, or similar status, in her capacity as Executive Director of the Parkland College Foundation.

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 Wahlfeldt;
- (c) Incapacity of Wahlfeldt 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 Wahlfeldt 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 Wahlfeldt 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 Wahlfeldt:

Tracy Wahlfeldt
Executive Director of the Parkland College Foundation
Parkland College
Room U345
2400 West Bradley
Champaign, IL 61821-1899

and also:

Tracy Wahlfeldt
21474 N 600 E Rd
Fithian, IL 61844

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.

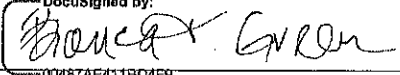
10.3 All prior offers, acceptances, oral representations, agreements and writings between the parties heretofore made are merged herein and shall be of no force or effect unless contained in this Employment Contract.

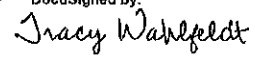
10.4 In the event that one or more portions of this Employment Contract are declared invalid by a court of law or other body, such declaration shall not affect the remaining provisions hereof.

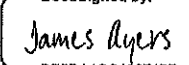
10.5 Time is the essence of this Contract and all of the agreements contained herein shall be binding upon the successors of the Board. This Contract shall be binding upon Wahlfeldt, her heirs and representatives.

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

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: 
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Chairman

DocuSigned by:

5288840BC26E47F...
Tracy Wahlfeldt

Attest: 
BE5DA49C132747F...
Secretary

Date: 5/20/2021