

EMPLOYMENT CONTRACT

This Employment Contract made and entered into as of this ___ of _____, 2024 by and between the Board of Trustees of Illinois Community College District No. 525, Counties of Will, Grundy, Livingston, Cook, Kendall, LaSalle and Kankakee and State of Illinois, hereinafter referred to as "Employer" and Dr. Yolanda Farmer hereinafter referred to as "Employee" and Employer and Employee sometimes collectively referred to as the "Parties" for the position of Executive Vice President.

RECITALS

WHEREAS, Employer does desire to employ the Employee, as Executive Vice President of Illinois Community College District No. 525 (the "College"), upon the terms and conditions stated herein;

WHEREAS, Employee desires to be so employed by the Employer as provided for herein.

NOW, THEREFORE, in consideration of the promises and of the mutual covenants contained hereinafter set forth, the Parties hereto acknowledge and agree as follows:

ARTICLE I. Nature and Term of Employment.

1.01 Employment. The Employer hereby agrees to employ Employee and Employee hereby accepts employment as the Employer's Executive Vice President. The Employee shall, if not already done so, provide the Employer with the appropriate documentation to establish identity and eligibility for employment pursuant to the Immigration Reform and Control Act of 1986, as amended.

1.02 Term of Employment. The Employer hereby employs the Employee for an initial term commencing on July 1, 2024, and terminating on June 30, 2027, unless terminated earlier as set forth in Article 4 herein.

EMPLOYMENT CONTRACT

1.03 Duties. The duties of Employee shall be as determined by the College President consistent with the job description and for the position of Executive Vice President. Employee will adhere to the policies and procedures of the Employer.

1.04 Employee's Commitment. Employee shall consider employment by Employer as Employee's principal employment, shall devote the necessary time and attention to Employee's duties and responsibilities under this Contract, and shall perform them to the best of Employee's abilities. Except as otherwise specified herein, Employee shall devote Employee's entire time, attention and energy to the business of the College and related professional activities. While subject to any provisions of this Contract, Employee shall maintain loyalty to the College, and shall take no action that would directly or indirectly injure the College's interest. With the permission of the Employer, Employee may attend university courses, seminars, or other professional growth activities and lectures in accordance with the institutional policies and college procedures. Employee may, with express permission from the Employer, accept outside professional responsibilities and consultative engagements which do not pose a conflict of interest with Employee's responsibilities to the Employer and do not jeopardize the operation of the College.

1.05 Principal Office of Employee. Employee shall regularly and customarily attend to Employee's duties at the location of the administrative offices of the College located at 1215 Houbolt Road, Joliet, Illinois 60431 or at such other principal office as may be designated by the Employer.

1.06 Professional Meetings. It is contemplated by the parties hereto that the Employee is expected to attend appropriate professional meetings at the local, state and national level related to the educational and administrative responsibilities of a community college. All

EMPLOYMENT CONTRACT

reasonable expenses incurred by the Employee in attending such professional meetings shall be payable by the Employer.

1.07 Investigation of Other Employment Opportunities. If Employee seeks employment with another prospective Employer prior to the termination of this Contract, Employee agrees to notify in writing the President and the Chair of the Board of Trustees within five (5) business days of the date in which Employee contacts a prospective employer and/or mails a resume or other document used as an inquiry for employment opportunities elsewhere. The notice shall set forth the name, address and telephone number of the prospective employer. The parties agree that this paragraph is a material portion of this Contract.

ARTICLE 2. Compensation and Benefits.

2.01 Employee's annual fiscal salary for the period from July 1, 2024, to June 30, 2025, shall be Two Hundred Fifty Thousand Dollars and no cents (\$250,000) payable in equal installments in accordance with the rules of the Employer governing payments of other administrative staff members of the College. Employee shall be eligible for annual salary increases for any subsequent contract year (July 1 – June 30) in accordance with the Employer's annual performance evaluation procedures established for all administrators of Employer. Employee shall also be paid a retention bonus of Five Thousand Dollars and no cents (\$5,000.00) within thirty (30) days of the approval and execution of this Contract by all parties; said bonus will not be SURS eligible, but will be subject to regular deductions and withholdings.

2.02 Vacation. Employee shall be entitled to paid vacation each year during the term of this Employment Contract as provided to other administrators of Employer. Employee shall be allowed to participate in Employer's vacation buy-back program, if any, on the same terms and conditions applicable to other administrators of Employer.

EMPLOYMENT CONTRACT

2.03 Cellular Phone and Technology Devices. At Employee's election, the College agrees to provide to Employee a stipend of \$50.00 per month (\$600 annually) for use by the Employee toward a cellular device for the purpose of fostering and maintaining communication between the Employer and Employee. Additionally, the Employer agrees to purchase on behalf of Employee a laptop or personal computer for use in performance of College business.

2.04 Reimbursement of Employee's Business Expenses. Employee is authorized by Employer to incur reasonable, ordinary and necessary business expenses associated with Employee's position as Executive Vice President of the College in promoting the College's general welfare, including expenditures for travel and mileage. Each month, Employee shall itemize business expenses for transportation, telephone calls, food and lodging, as may have been incurred by Employee for College business. Receipts for all expenses must accompany the monthly report. Mileage shall be reimbursed at the applicable IRS rate.

2.05 Service Club Dues. Employer agrees to pay on behalf of Employee Employee's annual dues for membership in any one (1) service club of Employee's choice located within the College's District.

2.06 Retirement Plan Contribution. In addition to Employee's salary as set forth in Section 2.01 above, Employer shall make a non-elective contribution in an amount equal to 2.5% of Employee's annual salary to Employee's designated 403(b) or 457 Plan on the anniversary date of Employee's employment with Employer for each year employed, subject to proration upon termination of employment pursuant to Section 4. The Employee has not had and shall not have the option to receive cash or any other form of compensation or benefit in lieu of these non-elective contributions.

2.07 Other Benefits. Beginning on the date of this Employment Contract, the Employer will provide to Employee such other benefits as are generally provided by Employer to its full-time senior level administrative employees, including, but not limited to, health, medical

EMPLOYMENT CONTRACT

insurance, dental insurance, vision care disability insurance, sick days, bereavement leave, and other employee benefits (collectively "other benefits"), all in accordance with the terms and conditions of the applicable insurance benefit plan(s) maintained or offered by the Employer for its employees.

ARTICLE 3. Evaluation

Employee will be provided an annual performance evaluation in accordance with the procedures established for all administrative professionals.

ARTICLE 4. Termination of Employment.

4.01 Termination. Notwithstanding any other provision of this Contract, Employee's employment shall terminate at any time before the expiration of the terms specified in Section 1.02 above, as follows:

A. Inability to Perform the Essential Functions of the Position. The Employer may terminate this Employment Contract for reasons of disability or incapacity of Employee which renders her unable to perform the essential functions of her position with or without reasonable accommodations. The Employer reserves the right to require Employee to submit to a medical examination, either physical or mental, whenever Employer believes that Employee is unable to perform the essential functions of her position. Such examination shall be performed by a physician licensed to practice medicine in all of its branches in the State of Illinois who is selected and paid by the Employer. Provided that notwithstanding the foregoing, the Employer shall have the right to terminate Employee's employment if Employee is unable to perform her duties assigned to her by the Employer because of disability, injury or illness whenever such inability to perform her duties has existed for a total of ninety (90) days in any consecutive six (6) month period or one hundred twenty (120) nonconsecutive days within a consecutive twelve

EMPLOYMENT CONTRACT

(12) month period.

B. Termination as a Result of Employee's Death. The obligations of Employer to Employee pursuant to this Contract shall automatically terminate upon Employee's death.

C. Termination for Reasonable Cause. Employee's employment may also be terminated by Employer at any time upon prior written notice upon a showing of "reasonable cause." Should Employee be terminated by Employer for "reasonable cause" no further compensation will be paid to Employee nor will her health insurance benefits be continued by Employer at its expense for any period of time.

(1) "Reasonable cause" shall be defined for the purposes of this Contract as being:

(a) Any act or omission which reasonably constitutes fraud, gross negligence, willful misconduct or recklessness, including, but not limited to the willful violation of Employer's policy and personnel manual or other employment regulations, and which is directly or indirectly detrimental to Employer's best interest;

(b) Inattention to, neglect of, or any other failure to competently perform any assigned duties after receiving written notice and a reasonable opportunity to cure;

(c) Any act that constitutes a felony under the laws of the State of Illinois or the United States; or

(d) Breach of any material portion of this Contract;

(2) Reasons for discharge for reasonable cause shall be given in writing to Employee, who shall be entitled to notice and hearing before the Board to discuss such causes. Such written notice shall be issued at least 30 days prior to the hearing before the Board. If Employee chooses to be accompanied by legal counsel, Employee shall bear any costs therein involved. Any Board hearing shall be conducted in executive session.

EMPLOYMENT CONTRACT

(3) In the event Employer determines to initiate negotiation with Employee with respect to termination of this contract, Employee agrees to negotiate with Employer and shall endeavor to settle in writing any and all claims and demands which may arise from or be connected with such discharge. If no settlement may be mutually reached after a reasonable period of negotiations, the Employee hereby agrees to accept, as liquidated damages, a monetary amount equal to twenty (20) weeks salary and benefits paid in a lump sum less required deduction. Employer's obligation to pay benefits under this subsection is expressly conditioned upon Employee's execution and delivery to Employer of a written release and Contract, as drafted at the time of Employee's termination of Employment, which shall include, but not be limited to, the following terms and provisions:

(a) An unconditional release of all rights of any claims, charges, complaints, causes of action, proceedings, privileges, grievances, known or unknown to Employee, against Employer, its officials, employees, affiliates or assigns, through the date of Employee's termination of employment;

(b) A representation and warranties that Employee has not filed or signed any claims, charges, complaints, causes of actions, or grievances against Employer, the College, or any of its Trustees, Officers, employees, agents, attorneys or affiliated organizations or assigns.

(c) A Contract not to use, disclose or make copies of any confidential information of Employer, as well as to return any such confidential information and property to Employer upon execution of release.

(d) A Contract to maintain the confidentiality of the release; and

(e) A Contract to indemnify Employer, College, Trustees, officers,

EMPLOYMENT CONTRACT

employees, agents, attorneys or its affiliated organizations or assigns ("Releasees") in the event that Employee breaches any portion of the Employment Contract or release.

D. Termination Without Cause. Either the Employer or Employee may terminate this contract without cause upon tendering in writing a notice to the other party no less than 90 (ninety) days prior to the date of the termination without cause. Upon the election of either party to terminate this contract pursuant to this provision, the date of termination shall be the last date of employment for the Employee and the Employer shall have no further obligation to compensate the Employee other than as provided for in this Contract. In the event Employer initiates termination of this contract pursuant to this provision, Employer shall pay as severance to Employee an amount equal to twenty (20) weeks salary and benefits as a severance payment. In the event Employee initiates termination of this contract pursuant to this provision, Employer shall not pay any severance to Employee.

E. No Admission. Employee acknowledges such a resolution and release shall not be construed as an admission by Employer or any other Releasee of any wrongdoing whatsoever against Employee, and all of the Releasees specifically deny any such wrongdoing.

F. Severance Contingency. No severance payment otherwise provided for in this contract shall be owed to Employee if the Employer terminates Employee for misconduct or reasonable cause (as defined in Section 4.01(C)(1), *supra*).

ARTICLE 5. Miscellaneous.

5.01 Assignment. Employee and Employer acknowledge and agree that the covenants, terms and provisions contained in this Contract constitutes a personal employment Contract and the rights and obligations of the parties thereunder cannot be transferred, sold, assigned, pledged or hypothecated.

EMPLOYMENT CONTRACT

5.02 Entire Contract. This Contract contains the entire Contract between the parties with respect to the subject matter hereof and may not be modified, except in writing signed by the parties hereto. Furthermore, the parties hereto specifically agree that all prior Contracts, whether written or oral, relating to Employee's employment by the Employer shall be of no further force or effect from and after the date hereof.

5.03 Severability. If any phrase, clause, or provision of this Contract is declared invalid or unenforceable by a court of competent jurisdiction, such phrase, clause, or provision shall be deemed severed from this Contract, but will not affect any other provision of this Contract, which shall otherwise remain in full force and effect. If any restriction or limitation in this Contract is deemed to be unreasonable and unduly restrictive by a court of competent jurisdiction, it shall not be stricken in its entirety and held totally void and unenforceable, but shall be deemed rewritten and shall remain effective to the maximum extent permissible within the law.

5.04 Notices. All notices to be given under this Employment Contract shall be in writing and shall be delivered personally, to the parties indicated below, or sent by overnight courier and addressed as follows, or deposited in the United States Mail, certified or registered mail, return receipt requested, postage prepaid, addressed as follows:

Joliet Junior College 1215 Houbolt Road
Joliet, Illinois 60431
Attn: James Budzinski, Chairman of the Board of Trustees
Dr. Clyne G. H. Namuo, JJC College President

With a copy to:

Bryan W. Kopman
KGG LLC
111 North Ottawa Street
Joliet, Illinois 60432
bkopman@kggllc.com

EMPLOYMENT CONTRACT

Dr. Yolanda Farmer
17 Long Cove Drive
Lemont, Illinois 60439

Notice by overnight courier shall be deemed to be given on the first business day after deposit with the overnight courier. Notice by certified mail shall be deemed given on the third day after deposit in the United States Mail as aforesaid.

5.05 Attorneys' Fees. If any party commences a legal proceeding to enforce any of the terms of this Contract, the prevailing party in such action shall have the right to recover reasonable attorneys' fees, court costs and expert fees from the other party to be fixed by the court in the same action.

5.06 Waiver. The waiver by the Employer or Employee of any breach of any term or condition of this Contract shall not be deemed to constitute the waiver of any other breach of the same or any other term or condition hereof.

5.07 Governing Law. This Contract and the enforcement thereof shall be governed by and controlled in all respects by the laws of the State of Illinois, without giving effect to any choice of law rules that would require the application of the laws of any other jurisdiction, and any venue for any litigation regarding this Contract shall be in the Circuit Court of the Twelfth Judicial Circuit, Will County, Illinois.

5.08 No Conflicting Obligations or Use. Employee represents and warrants to Employer that Employee's execution of this Contract and the performance of the terms and conditions contained herein does not constitute a breach of any Contract to which Employee is a party.

5.09 Tenure. By the execution of this Contract, Employee waives any right to tenure

EMPLOYMENT CONTRACT

in the College by entering into this multi-year contract and any conditions thereto.

IN WITNESS WHEREOF, the parties have executed this Contract on the ___ of _____ 2024.

EMPLOYEE:

**COLLEGE DISTRICT NO. 525
COUNTIES OF WILL, GRUNDY,
LIVINGSTON, COOK, KENDALL,
LASALLE AND KANKAKEE, State of
Illinois**

BY: _____
Dr. Yolanda Farmer

BY: _____
Board Chair

ATTEST: _____
Board Secretary