

PRESIDENT'S  
EMPLOYMENT AGREEMENT

AGREEMENT made this 5th day of December 2017, between the BOARD OF TRUSTEES OF COMMUNITY COLLEGE DISTRICT NO. 515, Counties of Cook and Will, State of Illinois, commonly known as Prairie State College ("Board") and TERRI L. WINFREE, Ph.D. ("President"). The Board and the President may hereinafter be referred to separately as a party and jointly as the parties.

NOW, THEREFORE, in consideration of the foregoing, the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

A. EMPLOYMENT AND COMPENSATION

- 1(a). Term of Employment. The Board hereby employs the President for a four (4) year term, commencing on the 1<sup>st</sup> day of July 2017 and terminating on the 30<sup>th</sup> day of June 2021, unless terminated earlier as set forth in Section E herein, and which shall automatically renew for a one (1) year term at the expiration of the original four (4) year term and subsequent one (1) year renewals provided the Board does not notify the President in writing of its intent to not renew with such notice to be provided at least one hundred and twenty (120) days prior to the expiration of the four (4) year period or at least one hundred and twenty (120) days prior to the expiration of any subsequent one (1) year term, whichever is applicable.
- 1(b). Salary. The President's annual fiscal year salary for July 1, 2017 to June 30, 2018 shall be two hundred sixteen thousand six hundred and 35/100 U.S. dollars (\$216,600.35). The President's annual salary for each fiscal year July 1, 2018 to June 30, 2021 shall be determined after the Board's evaluation of the President each June and shall be no less than the prior year's salary plus three percent (3%) per year. The

President's annual salary for any renewed one (1) year term commencing after June 30, 2021, shall be determined after the Board's evaluation of the President each June and in any event shall be no less than the prior year's salary. Said amounts shall be paid in equal installments according to the payroll dates in effect for other senior level administrators, with such deductions as may be required by law and as may be agreed upon between the Board and the President, and the President hereby accepts employment upon the terms and conditions set forth in this Agreement.

2. SURS Contributions and Indemnification. The annual salary stated in paragraph A.1(b) of this contract includes a contribution by the Board on behalf of the President to the Illinois State University Retirement System ("SURS") in an amount equal to the President's required contribution to such retirement system. The President does not have any right or claim to said amount contributed by the Board on her behalf except as it may become available at the time of retirement or resignation from the Illinois SURS. Both parties acknowledge that the President did not have the option of choosing to receive the contributed amounts directly, instead of having such contributions paid by the Board to the Illinois SURS, and that such contributions are made as a condition of employment to secure the President's future services, knowledge and experience. The President shall indemnify and hold the Board harmless from any penalty assessed against her or Prairie State College by SURS based on any salary increases the President receives in excess of the six percent (6%) increase in salary cap.
  
3. Extensions of and Other Amendments to Agreement. Any salary or other adjustment or modification made during the term of this Agreement will be in the form of a written amendment to be attached to and made a part hereof, but such adjustment or modification will not be construed as a new Agreement with the President, nor as extending the

termination date of this Agreement, except as explicitly agreed in such writing.

4. The President waives any right to tenure in Prairie State College by virtue of entering into this multi-year contract and any conditions thereto.

**B. BENEFITS**

1. Health/Disability Benefits. The Board will provide the President with the health and disability benefits program provided to all full-time senior level administrative employees, including payment of required premiums for health, medical and dental insurance for President and dependent members of her family as defined by the insuring conditions of the company then insuring employees of the Board and their dependents, under the plan(s) of health, medical and dental insurance as maintained or offered by Prairie State College for its employees from year to year.
2. Sick Leave and Other Leave. Except as otherwise provided in this Agreement, the President shall receive sick leave, bereavement, and other paid or unpaid leave as provided by Board policy for other Prairie State College administrators, or as required by law. The Board further agrees that it will compensate the President for a maximum of twelve (12) unused sick days per year, at the end of the year in which they are earned, at her per diem rate of compensation which shall be calculated on the basis of her then-applicable salary divided by two hundred and sixty (260) work days per year.
3. Vacation. The President shall be entitled to twenty-two (22) days of paid vacation in each year of this Agreement, excluding weekends and legal holidays. Said vacation accrues on the first day of each fiscal

year. The President shall notify the Board of any planned vacation and shall obtain pre-approval of the timing of vacations which exceed five (5) consecutive working days. Scheduled spring, summer and winter recess periods shall constitute work days unless the President specifically takes them as vacation days. During the winter recess period, when the Prairie State College campus is closed to normal business operations other than security and maintenance, the President shall have reasonable additional appropriate flexibility to perform her administrative responsibilities at such locations as may be effective and convenient. Except as otherwise provided herein, vacation must be taken within the fiscal year (July 1 to June 30) of the Agreement in which it is earned.

The President may carry forward and use a maximum of ten (10) days of vacation not used in the year earned. The Board further agrees that it will compensate the President for a maximum of twelve (12) unused vacation days per year, at the end of the year in which they are earned, at her per diem rate of compensation which shall be calculated on the basis of her then-applicable salary divided by two hundred and sixty (260) work days per year. The Director of Human Resources shall be provided a copy of this Agreement. At the start of each contract year, the Director of Human Resources shall confirm in writing to the President: (1) the number of unused vacation days for which the President was compensated in the preceding contract year; and (2) the number of unused vacation days she has carried forward from the previous contract year.

4. Life Insurance. The Board will pay on the President's behalf annual premiums for a policy of term life insurance in the maximum amount of two hundred thousand dollars (\$200,000.00) upon the life of the President with such insurer as the Board may select, and in favor of such beneficiaries as the President, as the owner of such policy, may

designate.

5. Automobile and Related Expenses. The Board will provide the President with a suitable leased automobile for her use in performing her duties on behalf of Prairie State College, and will provide payment for necessary maintenance, operation and insurance costs incurred in the use and maintenance of said automobile Prairie State College business travel, including but not limited to an automated highway toll device. The Chair of the Board is authorized to approve the specific vehicle lease or purchase on behalf of the Board. The President shall maintain documents substantiating business use of such automobiles in District 515 administrative offices. Use of such automobiles not substantiated at the end of each calendar year as business use, shall be considered personal use and reported by the Board as taxable compensation using the U.S. Internal Revenue Service then-applicable Standard Mileage Rate.
  
6. Reimbursement for Business Expenses; Professional Dues. The President shall be entitled to reimbursement for reasonable business expenses incurred in the exercise of her duties as President and in promoting and advancing the interests of Prairie State College.
  
7. Stipend to Defray Expenses of Community Involvement. One of the President's primary responsibilities is to promote the visibility and interests of Prairie State College by participating in civic activities in the communities it serves. In recognition thereof, the President shall receive an annual stipend of four thousand seven hundred and fifty dollars and no/100 U.S. dollars (\$4,750.00) for such purposes at the outset of each fiscal year. Said stipend will be paid within the first month of each fiscal year. Said stipend will be treated for tax purposes as taxable income.

8. Attendance at Professional Meetings. The President is encouraged to attend professional meetings at the state and national level as approved by the Board, and the Board will pay her documented reasonable expenses incurred in such attendance. Meeting attendance which is anticipated to entail expenses in excess of seven hundred and fifty dollars (\$750.00) shall be approved in advance by the Board.
  
9. Annual Medical Examination. As a condition precedent to this contract, and within a reasonable time thereof, the President shall have a comprehensive physical examination by a physician licensed to practice medicine in all of its branches mutually agreed upon by the parties. The Board shall pay the costs of such examination and shall receive a written evaluation by the attending physician certifying that the President is fit to carry out the duties of the position prior to this Agreement becoming effective. Thereafter, the President shall have, at Board expense, not to exceed one thousand dollars (\$1,000.00), an annual comprehensive medical examination by a physician licensed to practice medicine in Illinois in all of its branches. The President shall thereafter submit a statement to the Board from the physician regarding the results of the medical examination in relation to President's ability to continue to perform her job duties.
  
10. Communication Device(s) Stipend. The Board will provide an annual technology stipend of three thousand eight hundred dollars and no/100 (\$3,800.00) for business use of the President's electronic device(s) she uses to tether herself via technology to Prairie State College. Said stipend will be paid within the first month of each fiscal year.
  
11. Other Administrative Benefits. The President shall be allowed such other privileges, leaves and fringe benefits as are commonly extended to other administrative personnel.

C. POWERS AND DUTIES

1. Generally. The President shall serve as the Chief Executive Officer for Prairie State College reporting to the Board and in that capacity shall have day-to-day authority for internal management of Prairie State College as delegated by the Board and in accordance with the requirements of the Illinois Public Community College Act, and shall perform such other additional duties as directed by the Board and/or Board Chairman.
  
2. Summary Description of Duties. The President will be responsible, directly and through direction of other administrative personnel, to:
  - a. Provide leadership for academic excellence;
  - b. Administer the College's instruction, student services, and business affairs;
  - c. Periodically direct a review of Board policies;
  - d. Promote the positive image of the College in communities it serves;
  - e. Foster sound working relationships with other governmental entities;
  - f. Endeavor to maintain high standards of professional behavior and services to students and the public by employees.
  - g. Serve as the Board's designated representative in employer-employee matters;
  - h. Annually evaluate administrative employees reporting directly to her and participate in evaluation of other employees as appropriate; and
  - i. Manage and control College property and enter into contracts on the College's behalf as authorized by Board.
  
3. Full-time Attention to Position. The President will devote her full working time, attention, and energy to the business of Prairie State College and

related professional activities. Subject to prior approval of the Board, the President may accept outside professional responsibilities or consultative engagements which do not pose a conflict of interest with her responsibilities to Prairie State College.

D. EVALUATION

By May 31 of each year of the Agreement, the Board and the President will mutually discuss and evaluate their working relationship, and the Board will assess in writing the President's overall performance in light of written goals to be jointly developed by them by June 30 of each year. The President will provide a written reminder of the evaluation schedule to the Board on or before April 15 of each year of the Agreement. After such written evaluation, the parties will schedule a meeting during June of each year to review the evaluation and determine, as appropriate, the terms and conditions of the President's continued future employment. Nothing contained herein shall preclude the Board from meeting at other times to discuss the performance or employment of the President.

E. TERMINATION

1. Basis for Termination. This Employment Agreement may be terminated by:
  - a. Mutual agreement as provided in paragraph E.2;
  - b. Permanent disability as provided in paragraph E.3.;
  - c. Discharge for cause as provided in paragraph E.4.;
  - d. By the President as provided in paragraph E.5.;
  - e. By the Board as provided in paragraph E.6; or
  - f. Death.



2. Mutual Agreement. If the Board and the President mutually agree that it is in the best interests of Prairie State College and the parties to terminate this Agreement without cause, then the President will leave within a reasonable period of time of that joint decision and will be entitled to receive a lump sum buyout payment in an amount equal to one (1) year's salary at the current rate of pay or, in the event that there is less than one (1) year remaining on the contract, the salary for the remaining period, plus all other benefits normally available during the balance of the Agreement as if the President had remained in the employ of the Board. For purposes of this paragraph only, the term "salary" shall include base salary plus accrued vacation days and an amount equivalent to the automobile allowance benefit and smart phone stipend set forth herein and the employer contribution to SURS. For purposes of this paragraph only, the term "benefits" shall include continuation of all health insurance coverage and life insurance as set forth herein.
  
3. Permanent Disability or Incapacity; Waiting Period Income Benefit. The Board may terminate this Agreement for reasons of permanent disability or incapacity at any time after the President has (a) exhausted her sick leave, but not prior to the President being absent from her employment for a continuous period of three (3) months; (b) been absent from her employment for a continuous period of three (3) months; or (c) if the President presents to the Board a physician's statement certifying that she is permanently disabled or incapacitated. All obligations of the Board will cease upon written notice of termination for permanent disability or incapacity, provided that the President will be entitled to a hearing before the Board if she so requests. The Board reserves the right to require the President to submit to a medical examination, either physical or mental, whenever the Board deems the President disabled. Such examination will be performed by a physician licensed to practice medicine in all its branches in the State of Illinois, who is selected and

paid for by the Board. The President expressly agrees that, with respect to any examination ordered under this paragraph E.3., the physician will prepare a detailed report of the state of the President's physical and/or mental health and submit it to the Board. The President shall have the option, at her expense, of having a physician of her selection, licensed to practice medicine in all of its branches in the State of Illinois, perform a second medical examination and prepare a detailed report of the President's physical and/or mental health to be submitted to and additionally considered by the Board.

In the event that the Board exercises its option to terminate this Agreement under this paragraph E.3., the Board shall at such time provide disability income equivalent to three and nine-tenths percent (3.9%) of the base salary at the time disability is sought per month to the President for the two (2) month waiting period before the beginning of the SURS disability income program.

4. Discharge for Cause.

Although the Board anticipates a mutually rewarding employment relationship with the President, the Board may terminate the President's employment at any time for Cause. For purposes of this Agreement, "Cause" means any of the following, as determined by a majority vote of the Board:

- a. President's conviction or plea of *nolo contendere* to a felony or a misdemeanor involving fraud, misappropriation, embezzlement, or moral turpitude; or
- b. Acts or omissions constituting gross negligence, recklessness or willful misconduct on the part of the President with respect to the President's obligations to Prairie State College or otherwise relating to the business of Prairie State College; or

- c. The President's fraud or dishonesty in connection with the President's performance of duties, which has a materially detrimental effect on Prairie State College; or
- d. A material breach by the President of any material provision of this Agreement, which shall include, without limitation, any act or omission which would be deemed a violation of the Board's Policies and Procedures; or
- e. The President's conduct, actions, or failure to act by the President which is materially detrimental to the best interests of Prairie State College; or
- f. The President's inappropriate relations/interactions with students and/or employees of Prairie State College that could expose the College to liability; or
- g. Unsatisfactory annual review by the Board due to failure of the President to materially meet the annual goals established in the evaluation process as defined in Section D above.

For purposes of this Section E.4, no act or failure to act on the President's part shall be deemed "willful," unless done or omitted by the President, done in bad faith, or done without the reasonable belief that the President's action or failure to act was in the best interests of Prairie State College.

Before the Board may terminate the President for Cause, the Board must: (a) give written notice to the President providing him with reasonable detail of the conduct or event constituting Cause ("Cause Notice"); and (b) provide the President with the opportunity to be heard by the Board and present evidence relating to such cause or lack of such cause; and (c) give the President fifteen (15) calendar days,

following her receipt of the Cause Notice, to cure the conduct or event, if subject to cure. If the President would like to be heard by the Board, she must request the same in writing within fifteen (15) calendar days of her receipt of the Cause Notice. Any Board hearing so requested by the President will be conducted in closed session commencing on a date no more than thirty (30) calendar days after receipt of the President's Request for Hearing. The President may at her election and expense be represented by legal counsel at such hearing. After said hearing, the Board may discharge for Cause (as defined above) or impose other appropriate discipline, on a majority vote of the Board. The Board shall have the right in its discretion to place the President on paid administrative leave pending such hearing and any final Board action following such hearing.

5. Termination by President. The President may terminate this Agreement at any time for any reason upon ninety (90) days' written notice to the Board. In the event of such termination, the President shall be paid at the same salary and with the same normal benefits for work performed until the date of termination, and the Board shall not be responsible for any further payments to the President after the date of termination, except as otherwise provided herein. Upon receipt of such notice by the Board, the Board Chair will review the terms of this Agreement with Prairie State College's Director of Human Resources to certify the amount (if any) of benefits accrued and owing to the President hereunder.
6. Termination by Board. The Board may terminate this Agreement at any time for any reason upon ninety (90) days' written notice to the President. In the event of such termination, the President shall be paid at the same salary and with the same normal benefits for work performed until the date of the early termination. Thereafter, the President will receive a lump sum buyout payment in an amount equal

to one (1) year's salary at the current rate of pay or, in the event that there is less than one (1) year remaining on the contract, the salary for the remaining period, plus benefits. For purposes of this paragraph only, the term "salary" shall include base salary plus accrued vacation days and an amount equivalent to the automobile allowance benefit and smart phone stipend set forth herein and the employer contribution to SURS. For purposes of this paragraph only, the term "benefits" shall include continuation of all health insurance coverage and life insurance as set forth herein.

7. Consolidated Omnibus Budget Reconciliation Act (COBRA) Benefits. Regardless of the circumstances of the separation of the President from employment, Prairie State College will provide COBRA benefits to the President, except where prohibited by Federal and/or State law.

F. MODIFICATIONS AND AMENDMENTS

No modification or amendment of this Agreement will be valid or binding on the parties unless it is in writing and executed by the Board and the President. The Board Chair shall notify Prairie State College's Director of Human Resources of any alterations, amendments, changes or additions to the Agreement.

G. NOTICE

Any notice required to be given under this Agreement will be deemed sufficient if it is in writing and sent by certified and regular U.S. mail to the last known residence of the President (if she is the intended recipient of the notice), or of the Board Chair (if the Board is the intended recipient).

H. MISCELLANEOUS

1. Applicable State Law and Judicial Venue. This Agreement has been executed in the State of Illinois, and will be governed in accordance with the laws of the State of Illinois in every respect and any dispute

arising out of this agreement requiring judicial intervention will be resolved in the courts of the State of Illinois.

2. Titles For Convenience Only. Paragraph headings and numbers have been inserted for convenience of reference only. In the event of any conflict between any such headings or numbers and the text of this Agreement, the text will control.
3. Execution in Counterparts. This Agreement may be executed in one or more counterparts each of which will be considered an original, and all of which taken together will be considered one and the same instrument.
4. Integration Clause. This Agreement contains all the terms agreed upon by the parties with respect to its subject matter, and supersedes all prior agreements (including but not limited to the President's Employment Agreement for the period of May 19, 2013 through June 30, 2016), arrangements, and communications between the parties, whether oral or written, concerning such subject matter.
5. Severability. If a court having jurisdiction issues a final decision declaring any provision of this Agreement to be unlawful or unenforceable, all other provisions of the Agreement will remain in force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement this 5th day of December, 2017.

BOARD OF TRUSTEES OF COMMUNITY  
COLLEGE DISTRICT NO. 515, COOK AND  
WILL COUNTIES, STATE OF ILLINOIS

PRESIDENT

\_\_\_\_\_  
Terri Winfree, Ph.D.

\_\_\_\_\_  
Board Chair

ATTEST:

\_\_\_\_\_  
Board Secretary

