

AT WILL EMPLOYMENT CONTRACT

This Employment Contract is made _____ day of _____, 200_____, by and between the Board of Trustees of Danville Area Community College, District 507, Vermilion County, Illinois (hereinafter referred to as the "Board") and _____, Training Accounts Specialist (hereinafter referred to as _____).

WITNESSETH:

For and in consideration of the mutual covenants and agreements herein contained, it is agreed by and between the parties hereto as follows:

1. **Duties.** _____ shall be responsible for initiating customized training contracts with businesses and industries and overseeing the design, implementation, and evaluation of those contracts, as specified in the position description for the Training Accounts Specialist. Additional duties and responsibilities may be assigned from time-to-time by the Director of the Business and Economic Institute or the Board's designee.

2. **Compensation.** The Board shall pay to _____ a gross monthly salary of _____ (\$_____). In addition, a total commission of _____ (____%) of the net program profits as determined solely the Board, shall be paid from any initial training contracts generated by _____, and delivered by another trainer, and a total commission of _____ (____%) of the net program profits, as determined solely by the Board, shall be paid from any initial training contracts generated and delivered by_____. _____ shall not be entitled to any compensation or commissions for any training contracts generated, delivered, or renewed following termination of this employment relationship.

3. **Exempt, Non-Tenure Position.** The Training Accounts Specialist position is an exempt position for purposes of the Fair Labor Standards Act. In addition, _____ shall be ineligible for tenure since the Training Accounts Specialist is a non-faculty position with no assurance of continued employment.

4. **Vacation, Sick Leave and Other Fringe Benefits.** Vacation, sick leave and all other fringe benefits shall be provided in accordance with those provided to all other professional, administrative College employees, as contained in the Board Policies and Procedures, as the same may be changed from time-to-time by the Board.

5. **At Will Employment.** The Board and _____ expressly agrees that the employment relationship between the Board and _____ shall be considered at will. _____ may terminate _____ employment with the Board at any time, with or without cause, and with or without prior notice. The Board may terminate the employment of _____ at any time, with or without cause, and with or without prior notice. This At Will Employment Contract supercedes any *contrary* Board policies, procedures, and/or statements of any kind or nature whatsoever. In the event of conflict between any Board policy or procedure and this paragraph, the provisions of this paragraph shall govern.

6. **Outside Activities.** _____ shall devote _____ full-time attention to the business of the College. However, _____ may lecture, engage in writing activities and speaking engagements, and engage in other activities of short-term duration that do not conflict with _____ duties as training Accounts Specialist and with prior approval of the Director of the Business and Economic Institute or the Board's designee. In no case will the Board be liable for any expenses attendant to the performance of outside activities.

7. **Entire Contract.** This At Will Employment Contract constitutes the complete and entire agreement between _____ and the Board, and supercedes any prior agreements, practices, or representations of any kind. No other promises or agreements, either express or implied, shall be binding unless hereinafter reduced to writing, signed by both _____ and the Board, and support by adequate consideration.

8. **Term of Contract.** Unless terminated earlier, this At Will Employment Contract, and the employment relationship between the Board and _____, shall

automatically terminate as of _____. Pursuant to the provisions of Paragraph 5 of this Contract, the employment relationship between the Board and _____ may be terminated at any time prior to the date specified herein, with or without cause. There shall be no assurance of continued employment.

IN WITNESS WHEREOF, the parties have knowingly and voluntarily executed this At Will Employment Contract on this _____ day of _____, 200__.

TRAINING ACCOUNT SPECIALIST

Employee Signature

BOARD OF TRUSTEES
DANVILLE AREA COMMUNITY
COLLEGE, DISTRICT 507,
STATE OF ILLINOIS

Chairman

ATTEST:

Secretary