

Specially Funded Contract
For
Classified Staff
With
Community College District No. 507
Vermilion, Edgar, Iroquois, Champaign, and Ford Counties, Illinois
2000 East Main Street
Danville, IL 61832

This Contract is made and entered into, by and between «Name», (hereinafter referred to as the "Employee") and the Board of Trustees, Danville Area Community College, No. 507 (hereinafter referred to as the "Board"). The Board and the Employee hereby voluntarily agree as follows:

- I. That in consideration of a biweekly salary in the gross amount of \$«Salary» Dollars during the term of this Contract, the Employee agrees: 1) to well and faithfully perform the duties of «Title», or the duties of such other specially funded position of employment which the Board or its duly authorized representative may assign the Employee to perform during the term of this Agreement; and 2) to the remaining terms of this Contract.

- II. That in exchange for the foregoing consideration and the mutual promises and covenants contained in this Contract, the Board and the Employee Hereby Further Agree as follows:
 - A. That the source of funds for payment of Employee's salary and benefits under this Contract are funds made available to the Board by «Fund1» for the «Fund2» project, hereinafter referred to as "special funds".

 - B. That this Contract, and every part hereof, is conditional upon and strictly limited by the availability of special funds for such salaries made available to the Board by «Fund1» for the aforementioned project and shall remain executory and without effect until said funds are actually contracted.

 - C. This Contract and the employment relationship between the Board and the Employee shall commence on the ____ day of _____, 20__, and terminate not later than the ____ day of _____, 20__. This Contract and the employment relationship between the Employee and the Board may be terminated prior to _____, 20__, when, in the Board's judgement, special funds allocated to classified staff salaries for this program become inadequate or unavailable to finance the Employee's position of employment. The Board may also terminate this Contract and the employment relationship for other legitimate reasons or circumstances, as stated elsewhere in this Contract. The Employee's work days shall include all the service and in-service days designated on the official College calendar, as it now appears or may hereafter be amended by the Board, that occur during the term of this Contract.

- D. That there shall be deducted from the salary of Employee, an amount equal to the pay for one day of service for each day of service during the contract term on which the employee is absent from duty, unless absence from duty with pay is specifically authorized by the Board, or unless absence from duty is occasioned by illness or injury qualifying as paid sick leave within the provisions of the Board's established sick leave policy, as the same may be amended from time to time by the Board.
- E. Pay Frequency. During the term of this Contract, the Salary specified in Part I, above, will be paid bi-weekly on the pay period dates as established and published by the College Payroll Department. If the Employee works less than a complete payroll cycle, then the Employee's salary for such period shall be paid pro rata.

III. That in exchange for the foregoing consideration and the mutual promises and covenants contained in this Contract, the Board and the Employee Hereby Further Agree as follows:

- A. That Community College District 507 has entered into said specially funded project, within which this position of employment is offered, as a special service to the surrounding community it serves.
- B. That the specially funded project within which this position of employment is offered is a special project to the Community College District 507 and although this project may be ancillary and supportive of the college curriculum, it is not part of the normal operations of Community College District 507.
- C. That Employee's position of employment under this Contract is dependent upon the continued availability of special funds for this program for its continued existence. Because this is a specially funded, classified position of employment, it is understood and agreed that the Employee is not eligible for tenure under the Illinois Community College Tenure Act, 110 ILCS 805/3B-1, et seq.
- D. The parties acknowledge that the factors and timing which determine whether or not special funding for the Employee's position will be granted or are adequate for the contract period or will be available for possible renewal or extension at the termination of any contract period are totally controlled by the special funding source.
- E. That absent adequate special funding which has been allocated to classified salaries for this project, there is no assurance that this position of employment will be continued for this contract period.
- F. Upon termination of this Contract for any reason, including but not limited to its expiration on _____, 20__, there is no assurance that continued employment will be available or offered to the Employee by the Board.

- G. That any Board policies or procedures concerning the termination, renewal or reduction in force of employment contracts for positions covered by Board Policy are hereby mutually waived, and it is agreed that the provisions of said policies or procedures shall not govern the termination or renewal of the employment relationship created by this Contract.
- H. This Contract supersedes any contrary Board policies or procedures, except as otherwise expressly stated herein. The Board Policy concerning Probation (Board Policy 4043) and the Board Policy concerning Disciplinary Suspension or Dismissal for Cause (Board Policy 4055) shall, however, be applicable during the term of this Contract. The application of Board Policy 4055 shall not, however, be construed as a limitation on the Board's right to terminate this Contract and the employment relationship at any time, should the Board determine that special funds for this program have become inadequate or unavailable to finance the Employee's continued employment.
- I. That due to the contractual relationship between the Board and the special funding source, there is no guarantee that such special funds, either in part or whole, will be renewed or continued from year to year, and therefore, it is mutually agreed that this agreement shall not be automatically renewable from contract term to contract term. This agreement and the employment relationship between the Employee and the Board shall automatically terminate not later than _____, 20__.
- J. That because of the uncertainty of the special funding source and the limitations of this totally specially funded budget, the parties agree that the Board may terminate this Contract, and the employment relationship, during its term by providing the Employee with fourteen (14) days notice of termination. Such notice shall be based upon the Board's determination that: 1) there are, in the Board's judgment, insufficient special funds allocated to classified staff salaries to support this Employee's con this Contract will be specified in said notice. For purposes of this Section, "notice" means a written notice delivered in person or deposited in the U. S. Mail by certified or registered mail, postage prepaid, addressed to the Employee's last known address. Compensation provided under this contract shall immediately cease upon the termination date specified in any such termination notice. The decision of the Board shall be final.
- K. This contract will remain in force and effect for the duration of the contract term except as conditioned above.
- L. This Agreement constitutes the complete and entire Agreement between the Employee and the Board, and supersedes any prior agreements or practices. No other promises or agreements, either express or implied, shall be binding unless hereinafter reduced to writing, signed by both the Employee and the Board, and supported by adequate consideration.
- IV. It is hereby further mutually agreed that this contract shall be without force and effect

unless it is in possession of the Board, bearing the signature of the Employee and the Secretary of the Board on or before the ____ day of _____, **20**____.

IN WITNESS WHEREOF, we have hereunto subscribed our names on the dates hereinafter stated.

Date

Employee Signature

Date

Secretary
Board of Trustees
Community College District No. 507