

EMPLOYMENT AGREEMENT

This Employment Agreement is made and entered into as of the 27th day of May, 2021, by and between the Board of Trustees of Danville Area Community College District No. 507 (hereinafter called the "Board") and Stephen D. Nacco, Ed.D., Ph.D., as President of the College (hereinafter called the "President").

The Board and the President, for the consideration herein specified, agree as follows:

1. **Term:** The Board, in consideration of the promises herein contained of the President, hereby employs, and the President hereby accepts, employment as the President of Danville Area Community College District No. 507, for a term commencing July 1, 2021 and terminating June 30, 2024.

2. **Duties:**

- (a) The President agrees that he shall be the Chief Executive Officer of the College, a full-time position, and shall be responsible to the Board.
- (b) The President is to be responsible for the overall management of the College, including, but not limited to, all those duties incident to the Office of the President as set forth in the job description and those obligations imposed by local, state, and federal laws, rules and regulations.
- (c) The President further agrees to perform such other duties as from time to time may be assigned to him by the Board. It is further understood and agreed that the President is not responsible to individual Board members but the Board of Trustees as an entirety. Any disagreement or misunderstanding regarding additional duties or responsibilities of the President shall be resolved by the Board Chairman, or by discussion and majority vote of the Board, if so requested by the President.

3. **Salary:**

- (a) The President's annual salary shall be \$189,400 for July 1, 2021 – June 30, 2022; \$191,300 for July 1, 2022 – June 30, 2023; \$193,300 for July 1, 2023 – June 30, 2024.
- (b) The President shall not accept any outside employment, except honoraria without the prior permission of the Board.
- (c) The Board will contribute \$4,000 each year into the President's deferred compensation account.

4. **Automobile Allowance:** In recognition of the unique nature of the duties and responsibilities of the President, the Board shall provide him with an automobile allowance of \$600 per month for the period July 1, 2021 through June 30, 2024. The President is responsible for all insurance, repair, licenses, maintenance, and fuel costs.

5. **Other Expenses:** The Board agrees to provide the President an expense allowance of \$600 per month for the period July 1, 2021 through June 30, 2024, as well as reimbursement of all reasonable expenses incurred in the interest of the College upon presentation of such documentation as the Board may require. The Board shall also pay the cost of the President's dues in professional and service organizations.

6. **Vacation and Sick Leave:** The Board agrees to authorize the President to take up to sixteen (16) working days of paid vacation annually. The President shall also be entitled to thirteen (13) sick days and three (3) personal days annually. The accumulation of vacation, sick and personal leave days will be in compliance with the Board policy.

7. **Insurance.** The Board shall provide for the President and his spouse the maximum coverage allowed under its group insurance plan, including disability, medical, vision, and dental coverage. The Board shall also provide the basic coverage, currently \$20,000/\$5,000 term life insurance for him and his spouse. Spousal medical, dental and vision coverage will be waived by the President in the event his spouse is eligible for coverage through another source, such as spouse's employer.

8. **Deduction for Retirement Contribution.** A deduction for retirement benefits, presently 8%, shall be made to the total amount of the payments for salary, automobile allowance, and expense allowance, and paid to the applicable retirement system amounts due during the term of this Agreement.

9. **Termination:**

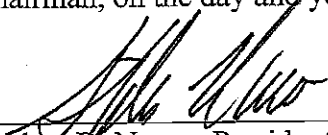
This Agreement may only be terminated by the Board prior to the termination date in accordance with the following terms:

- (a) If the Board terminates this Agreement prior to June 30, 2024, for a reason specified herein as being "for cause", said termination shall be effective as of the date specified in the termination notice. The Board may terminate "for cause" upon the President's commission of a felony; the President's failure to perform his assigned duties after a prior written notice and ninety (90) day opportunity to cure any specified written deficiencies in his performance; or the President's action or inaction which constitutes a substantial and material breach of this Agreement. The notice of termination by the Board for any "for cause" termination shall state the basis for such termination, and a hearing before the Board may be requested by the President.
- (b) If the President becomes unable or fails to perform his assigned duties for a period of ninety (90) days, the Board may terminate this Agreement and upon termination by

the Board for such reason, the Board shall pay to the President an amount equal to six (6) months salary, plus amounts due to continue his medical, dental and life insurance coverage for a period of twelve (12) months after such termination.

- (c) Except as provided above, if the Board terminates this Agreement prior to June 30, 2024 for a reason that is not "for cause" as set forth supra, the Board shall pay to the President, in addition to all amounts accrued and due to the President as of the date of such termination, an amount equal to the balance of the salary that would be paid if employment continued through June 30, 2024, however according to 110 ILCS 805/3-65, the amount of the severance may not exceed one year of salary and applicable benefits. Said amount shall constitute a severance allowance, and no additional amounts shall be due the President by reason of such termination.

In Witness Whereof, the parties have caused this Agreement to be executed in their respective names and in the case of the Board, by its Chairman, on the day and year first written above.



Stephen D. Nacco, President
Danville Area Community College

ATTEST:



Secretary, Board of Trustees
Danville Area Community College



Chairman, Board of Trustees, Dist. #507
Danville Area Community College

ADDENDUM

2021-2024

EMPLOYMENT AGREEMENT – COLLEGE PRESIDENT

The Board of Trustees of Danville Area Community College District No. 507, hereinafter referred to as “The Board” and Dr. Stephen D. Nacco, President of the College District, hereinafter referred to as “The President” mutually agree to amend their existing Employment Agreement effective July 1, 2021 through June 30, 2024 as follows:

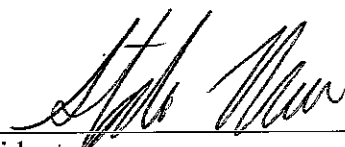
Effective December 15, 2022, Item 9(c) shall be modified to read:

Except as provided above, if the Board terminates this Agreement prior to June 30, 2024 for a reason that is not “for cause” as set forth supra, the Board shall pay to the President, in addition to all amounts accrued and due to the President as of the date of such termination, an amount equal to the balance of the salary that would be paid if employment continued through June 30, 2024, however according to 5 ILCS 415/10(a)(1), the amount of the severance may not exceed 20 weeks of compensation. Said amount shall constitute a severance allowance, and no additional amounts shall be due the President by reason of such termination.


Except as specifically modified by the Addendum, all other provisions of the Employment Agreement between “The Board” and “The President” will remain in effect.

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

12/15/22
Date:

 12/20/22
President
Danville Area Community College

12/15/22
Date:


Chairperson, Board of Trustees
Danville Area Community College

ATTEST:


Secretary, Board of Trustees
Danville Area Community College