



VICE-PRESIDENT OF INSTRUCTION EMPLOYMENT CONTRACT

(JULY 6, 2016 – JUNE 30, 2018)

DR. LAUREL B. KLINKENBERG

This Agreement is made as of the 28th day of April, 2016, by and between the BOARD OF TRUSTEES OF COMMUNITY COLLEGE DISTRICT NO. 539, COUNTIES OF ADAMS, PIKE, HANCOCK, CALHOUN, SCHUYLER, BROWN, MORGAN, SCOTT AND CASS, AND STATE OF ILLINOIS, commonly known as JOHN WOOD COMMUNITY COLLEGE ("Board"), and DR. LAUREL B. KLINKENBERG ("Klinkenberg").

INTRODUCTION

The parties acknowledge:

A. The President of John Wood Community College has recommended Klinkenberg for employment in the position of Vice-President of Instruction.

B. The Board has approved the employment of Klinkenberg under the terms and conditions of this contract.

C. Klinkenberg desires to be employed by the Board.

D. This contract is intended to set forth the agreement between the parties regarding employment for the term herein set forth.

TERMS OF AGREEMENT

ACCORDINGLY, for and in consideration of the mutual covenants and promises hereinafter contained, it is agreed as follows:

1. EMPLOYMENT: The Board hereby employs Klinkenberg and Klinkenberg hereby enters in the employ of the Board as Vice-President of Instruction at John Wood Community College. This employment shall be subject to the terms and conditions of this contract.

2. DUTIES AND RESPONSIBILITIES:

A. GENERALLY: Klinkenberg's duties and responsibilities as Vice-President of Instruction at John Wood Community College shall be those usual and customary for vice-presidents in similar positions at public community colleges in the State of Illinois including, but not necessarily limited to, those that are now or hereafter may be set forth in the policies of the Board and in any job description. John Wood Community College reserves the right to reasonably amend such policies and job descriptions. The duties and responsibilities are subject to reclassification or reassignment.

B. PERSONAL STANDARDS: Klinkenberg recognizes that as a Vice-President of John Wood Community College, Klinkenberg's personal conduct reflects on and impacts the Board, John



Wood Community College, and those associated with John Wood Community College, even if not directly related to the performance of Klinkenberg's duties and responsibilities to or for the Board and John Wood Community College. Accordingly, Klinkenberg is expected to and agrees to conduct herself in accordance with the highest standards of lawful conduct, morality, honesty, and professional standards, and will not engage in conduct that is detrimental to the Board or John Wood Community College.

3. TERM: This contract shall take effect as of the 6th day of July, 2016, and continue in force thereafter through and including the 30th day of June, 2018. This Agreement may be terminated by either party at any time for just or appropriate cause or other circumstances allowing the termination of contracts. While the Board may decide to extend Klinkenberg's employment, this is entirely discretionary on the part of the Board and requires affirmative action by the Board.

4. COMPENSATION AND BENEFITS:

A. SALARY: The gross annual salary for Klinkenberg shall be One Hundred and Seventeen Thousand Dollars (\$117,000.00). The gross annual salary rate may be adjusted from time to time as agreed to by both parties, although there is no obligation to do so.

B. GENERAL BENEFITS: Klinkenberg will be entitled to participate, on the same terms and conditions, in those regular and supplemental benefits provided generally from time to time by the Board or the State of Illinois to other members of the Board's exempt administrative professional staff. These include, by way of example: health and dental insurance; vacation; and the State Universities Retirement System (SURS). Benefits are subject to change by the Board as changed generally for such staff members.

C. SPECIAL LEAVE DAYS: In addition to whatever leave that Klinkenberg otherwise may be entitled to, Klinkenberg shall have three (3) paid leave days that may be taken at any time prior to December 31, 2016. The leave days may be utilized in Klinkenberg's discretion provided scheduling does not adversely affect the performance of Klinkenberg's duties and responsibilities.

5. EVALUATION: The President of John Wood Community College will be responsible for evaluating Klinkenberg's performance and will promptly provide Klinkenberg the results of such evaluation. This evaluation will relate directly to Klinkenberg's performance, attainment of the mission, goals and objectives of the Board, and matters the Board or President determines as appropriate. Evaluation is done for professional development purposes. The evaluations will be available to the Board.

6. RECLASSIFICATION/REASSIGNMENT: Irrespective of any provision of this Agreement, Board policy or otherwise to the contrary, it is expressly understood and agreed that the Board, after conferring with the President, shall have the right at any time in its sole discretion to reclassify or reassign Klinkenberg from the position of Vice-President for Instruction to another position and title within the community college district for which the Board deems Klinkenberg qualified. In that event, Klinkenberg shall perform all acts and duties incident to the position to which Klinkenberg is reclassified



or reassigned. The salary and other benefits of Klinkenberg shall not, however, be reduced during the length of this Agreement.

7. LOYALTY AND OUTSIDE ACTIVITIES:

A. **GENERALLY:** Klinkenberg agrees to devote her full time, attention, knowledge and skills solely and exclusively to the business and interests of the Board and John Wood Community College. Klinkenberg will not engage in other gainful employment, consulting or activities except as permitted under this contract or by the Board.

B. **CONSULTING AND TEACHING:**

1.) Klinkenberg may undertake education-related consulting work, speaking engagements, writing, lecturing, teaching, or other similar activities that do not interfere with the discharge of her duties and responsibilities hereunder. Except as hereafter provided with regard to teaching, before such activities are undertaken for compensation, benefits or remuneration, the approval of the President must be obtained. The determination of the President as to whether such other work or activities interfere with the discharge of Klinkenberg's duties and responsibilities hereunder shall be conclusive. Absences from John Wood Community College for such activities in excess of three (3) days must be approved by the President. In no event shall any costs or expenses associated with such activities be paid or reimbursed by the Board. Also, absences will apply against vacation or other paid leave.

2.) Consistent with this subparagraph B, Klinkenberg may engage in teaching up to three (3) semester credit hours each semester and receive the usual and customary compensation for such teaching. This teaching is not restricted to John Wood Community College. The President shall be kept informed of the time and scheduling obligations associated with any teaching. Teaching in excess of three (3) semester credit hours each semester must be approved specifically by the President. John Wood Community College does not by this contract commit to employing Klinkenberg to teach as an adjunct faculty member.

C. **GIFT BAN, ETC.:** Klinkenberg shall not solicit, accept or receive any gifts, gratuities, trips, accommodations, payments or benefits from any contractor, supplier, vendor or employee of the Board or John Wood Community College, whether present or prospective, unless approved in advance by the Chairman of the Board or the Board itself and, additionally, is also consistent with applicable federal and state law (such as the Illinois Gift Ban) and Board policy.

8. **TENURE:** Klinkenberg acknowledges that she is not eligible for and does not have tenure pursuant to Article IIIB of the Illinois Public Community College Act (110 Illinois Compiled Statutes 805/3B-1 et seq.). Moreover, neither this contract nor other matters regarding her employment shall be deemed to confer tenure status on her, whether expressed or implied. Klinkenberg's rights are limited to those set forth in this contract.

9. **BOARD POLICY:** Except as may be inconsistent herewith, the employment of the Vice-President is subject to all provisions of board policy now or hereafter in force and effect.



10. PERSONAL SERVICES: This is a personal service contract and, accordingly, may not be assigned by Klinkenberg.

IN WITNESS WHEREOF, the parties hereto have duly executed this Vice-President's Contract as of the day and year first above written.

BOARD

BOARD OF TRUSTEES OF COMMUNITY COLLEGE DISTRICT NO. 539, COUNTIES OF ADAMS, PIKE, HANCOCK, CALHOUN, SCHUYLER, BROWN, MORGAN, SCOTT AND CASS, AND STATE OF ILLINOIS, commonly known as JOHN WOOD COMMUNITY COLLEGE, heretofore referred to as "Board"

By: _____
Jim Gay, Chair

Attest: _____
Jerry Hagmeier, Secretary

DR. KLINKENBERG

Dr. Laurel B. Klinkenberg