



# BOARD OF TRUSTEES AGENDA

December 19, 2024



Elgin  
Community  
College

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**Special Board Meeting  
December 19, 2024**

5:00 p.m. Open Session

Room E 100.01

Building E  
Elgin Community College  
1700 Spartan Drive  
Elgin, IL 60123

**Agenda**

**Call to Order by Presiding Officer**

**1. Roll Call**

**2. Recess to Closed Session**

- A. To consider the appointment, employment, compensation, discipline, performance, or dismissal of specific employees, specific individuals who serve as independent contractors in an educational setting... pursuant to Chapter 5 of the Illinois Compiled Statutes Sections 120/2 (c) (1)

**3. Reconvene Open Session**

**4. Preliminary Matters**

- A. Roll Call
- B. Consideration of and possible actions on any request for a board member's electronic participation in a meeting
- C. Pledge of Allegiance

Actions

**5. Consent Agenda Approval**

- A. Personnel
  - 1. New Hire, Instructor of Computer Information System (CIS), Mr. Mark Krukowski 1
  - 2. New Hire, Instructor of English, Ms. Jennifer Clark 2
  - 3. New Hire, Assistant Professor II, Dr. Daniel Mancilla 3

**6. Approve Contract for College President**

**7. Audience Wishing to Address the Board**

**8. Adjournment**

**NEW HIRE, INSTRUCTOR OF COMPUTER INFORMATION SYSTEM (CIS)  
Mr. Mark Krukowski**

**Recommendation**

The administration recommends that the Board of Trustees approves the appointment of Mr. Mark Krukowski to tenure-track Instructor of Computer Information Systems at a salary of \$71,946 (Lane 1, Step 8), on the Elgin Community College Faculty Association (ECCFA) 2025 salary schedule, effective spring semester 2025.



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Dr. Peggy Heinrich, Interim President

**Background**

Mr. Krukowski is a former adjunct instructor in the CIS department and the former lab assistant overseeing the cyber labs in Building F. Mark is a long-time veteran CIS instructor who has worked at several community colleges in Northern Illinois, including Harper College and Waubensee Community College.

Mr. Krukowski has several key skills that will bolster the number of faculty in the program who can adapt to the department's rapid changes, including cybersecurity strategy, scripting and programming, and project management. His educational attainment includes a bachelor of science in computer information systems from DeVry and a master's degree in cybersecurity from WGU.edu. He holds key certifications required for ECC courses, including CompTIA A+, Net+, and Security+, and is a Certified Information Systems Security Professional (CISSP).

We look forward to further integrating Mr. Krukowski's expertise in our growing CIS program, which will enrich our students with job-ready skills and assist transfer students to four-year colleges and universities.

Staff Contact: Dr. Annamarie Schopen, Interim Vice President for Teaching, Learning, and Student Development, 847-214-7363

**NEW HIRE, INSTRUCTOR OF ENGLISH  
Ms. Jennifer Clark**

**Recommendation**

The administration recommends that the Board of Trustees approves the appointment of Ms. Jennifer Clark as a tenure-track Instructor of English at a salary of \$ 68,849.00 (Lane IV, Step 4) on the Elgin Community College Faculty Association (ECCFA) 2025 salary schedule, effective spring semester, 2025.



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Dr. Peggy Heinrich, Interim President

**Background**

Ms. Jennifer Clark earned her AA and AS from Elgin Community College, her Bachelor of Arts in English from Elmhurst University, and her Master of Arts in Rhetorical Composition and Literature from Northern Illinois University. Mrs. Clark is currently an Ed.D candidate in Community College Leadership at Northern Illinois University.

Ms. Clark began her career at Elgin Community College in 2010 as a tutor in the Write Place. In Fall 2014, she was hired as an adjunct instructor of English, and has taught all levels of English Composition as well as developmental English courses in her time at ECC. In 2024, she was named the unit adjunct faculty winner of the Orrin G. Thompson Teaching Excellence Award. Additionally, her contributions to ECC have always gone beyond the classroom, supporting the English department's subcommittee on HSI Servingness, serving on the ESSAC Gateway Course Completion Strategy Team, and co-leading training for district high school teachers for the new Transitional English/Language Arts course.

Ms. Jennifer Clark's knowledge, experience, and impacts at ECC have been notable over the last fourteen years, and we look forward to her transitioning to a full-time position in the English Department.

Staff Contact: Dr. Annamarie Schopen, Interim Vice President for Teaching, Learning, and Student Development, 847-214-7363

**NEW HIRE, ASSISTANT PROFESSOR II  
Dr. Daniel Mancilla**

**Recommendation**

The administration recommends that the Board of Trustees approves the appointment of Dr. Daniel Mancilla as a tenure-track Assistant Professor II at a salary of \$ 98,055.00 (Lane X, Step 8) on the Elgin Community College Faculty Association (ECCFA) 2025 salary schedule, effective spring semester, 2025.



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Dr. Peggy Heinrich, Interim President

**Background**

Dr. Daniel Mancilla began his journey in higher education as a first-generation student at Elgin Community college. He later earned his Bachelor of Arts in English from Western Illinois University and his Master of Fine Arts and Ph.D. in Creative Writing from Western Michigan University.

Dr. Mancilla has taught for several institutions since 2002, including Western Michigan University, Grand Rapids Community College, Kalamazoo College, and the Kendall College of Art and Design of Ferris State University. Since 2015, he has taught at Aquinas University, first as an adjunct professor before moving to full time in 2019, when he became Assistant Professor of English and later Associate Professor of English and Director of Creative Writing. He has taught a variety of English courses throughout his career. Additionally, he is the author of the short story collections *All the Proud Fathers* and *The Deathmask of El Gaucho*, and his writing has appeared in publications such as *The Chicago Tribune*, *Copper Nickel*, and *Fugue*, among others.

We look forward to the knowledge, experience, and talent that Dr. Daniel Mancilla will add to ECC's already vibrant English Department.

Staff Contact: Dr. Annamarie Schopen, Interim Vice President for Teaching, Learning, and Student Development, 847-214-7363

**APPROVAL OF PRESIDENTIAL CONTRACT**  
**Peggy Heinrich, EdD**

**Recommendation**

In accordance with the Illinois Public Community College Act [110 ILCS 805/3-26] and Board Policy GP2: 1 & 2, it is recommended that the Board approve the appointment and employment contract of Dr. Peggy Heinrich to serve as President and Chief Administrative/Executive Officer of Elgin Community College at an annum salary amount of \$275,000.00 for the period between January 1, 2025 and December 31, 2028 subject to the termination of Dr. Heinrich's Interim President contract effective December 31, 2024.



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Dr. Donna Redmer, Chair

**Background**

Dr. Heinrich earned her Doctor of Education in Community College Leadership from Ferris State University, Master of Arts in Applied Linguistics from Northeastern Illinois University, and Bachelor of Arts degree in Secondary Education with a minor in Communications from DePaul University. She started her career at Elgin Community College in February 2007 as the Associate Dean of Adult Basic Education. She has also served as Dean of Adult Education, Dean of Adult/Continuing Education and Workforce Development. She served as the Vice President of Teaching, Learning and Student Development from 2016 – 2024, until being appointed as the Interim President. Dr. Heinrich has been serving as the Interim President since July 1, 2024.

Funding Source: Education Fund

Staff Contacts: Dr. Donna Redmer, Chair of Board of Trustees, 847-214-7374  
Respicio F. Vazquez, General Counsel, 847-214-7760

## **PRESIDENT’S EMPLOYMENT CONTRACT**

THIS AGREEMENT, made and entered into this 19<sup>th</sup> day of December, 2024, between the Board of Trustees of Community College District 509 (DISTRICT), with its principal offices at 1700 Spartan Drive, Elgin, Illinois 60123, hereinafter referred to as BOARD, and Peggy Heinrich, Ed.D., whose address is 2060 N. Walnut Ave., Arlington Heights, Illinois 60004, hereinafter referred to as DR. HEINRICH.

### **WITNESSETH:**

WHEREAS, DR. HEINRICH is desirous of serving as the President of Elgin Community College (COLLEGE) and performing all duties required by that office; and

WHEREAS, the BOARD is desirous of retaining a President to supervise and direct the COLLEGE and its educational program under the general supervision of the BOARD; and

WHEREAS, the BOARD and DR. HEINRICH believe that a written employment contract is necessary to describe specifically their relationship and to serve as the basis of effective communication between them as they fulfill their governance and administrative functions in the operation of the educational program of the COLLEGE.

NOW THEREFORE, in consideration of the mutual promises contained herein, the BOARD hereby employs DR. HEINRICH, and DR. HEINRICH hereby accepts such employment upon the following terms and conditions:

1. **TERM.** The BOARD hereby employs DR. HEINRICH for a period of four years, beginning on January 1, 2025 and terminating on December 31, 2028. This employment contract may be extended by the parties upon mutual agreement in an open meeting by the BOARD in compliance with Illinois law.
2. **SALARY.** DR. HEINRICH shall be paid an annual salary of \$275,000.00 payable in twenty-six (26) equal installments, subject to all required federal and state withholding and other taxes, as well as deductions required under COLLEGE rules.

DR. HEINRICH’s salary on July 1, 2025 and for subsequent years of this contract shall be adjusted on July 1 each year by the same percentage amount the BOARD approves for Administrative employees unless the Board elects to act otherwise, in which case DR. HEINRICH’s salary shall be determined by negotiations between the BOARD and DR. HEINRICH. Such negotiation shall be completed no later than June 30 of the year in which the BOARD has elected not to approve an automatic salary increase for DR. HEINRICH. DR. HEINRICH’s salary may be increased, but may not be decreased during the term of this AGREEMENT. In no event will such annual salary adjustment result in providing the President with more than a six percent (6%) increase in total creditable earnings for any contract year used by the State Universities Retirement System (“SURS”) for annuity calculation purposes.

3. **RESPONSIBILITIES.** DR. HEINRICH shall be the chief executive officer of the COLLEGE. As such, DR. HEINRICH shall have the primary responsibility for executing the policies of the BOARD. The BOARD shall retain the primary responsibility for formulating and adopting those policies.

4. **DUTIES.** As chief executive officer of the COLLEGE, DR. HEINRICH shall perform the duties of President as required by BOARD policy, state and federal law, and this AGREEMENT.

Further, DR. HEINRICH shall perform those duties that are typically and customarily performed by a community college president.

DR. HEINRICH's duties shall include, but not be limited to:

- Providing leadership to attain and maintain academic excellence.
- Administering the instructional, student services, and business affairs of the COLLEGE.
- Presenting her recommendations to the BOARD on all subjects under consideration by the BOARD prior to any action being taken by the BOARD.
- Promoting and maintaining a positive image of the COLLEGE within the District, State of Illinois, and national academic community.
- Establishing and maintaining sound working relationships with other governmental agencies.
- Maintaining and enhancing her professional competence.
- Serving as the BOARD's designated representative with respect to all matters concerning employer-employee issues.
- Serving as an ex-officio member of each committee established by the BOARD.
- Serving as an ex-officio non-voting member of the ECC Foundation Board.
- Attending each meeting of the BOARD, unless otherwise excused by the BOARD.
- Annually evaluating administrative employees reporting directly to the President, and participating in the evaluation of all other employees in accordance with COLLEGE procedures.
- Managing and controlling COLLEGE property and entering into contracts on behalf of the COLLEGE as authorized by the BOARD.
- Performing other duties as are reasonably assigned by the BOARD.

DR. HEINRICH shall devote her full time, skill, labor, and attention to the operation of the COLLEGE; and shall have responsibility and authority within BOARD policy to organize, reorganize, and arrange the administrative staff in a manner that, in her judgement, best serves the COLLEGE. DR. HEINRICH shall have the responsibility for all personnel matters, including selection, assignment, transfer, hire and termination of employees subject to BOARD approval and in compliance with BOARD policy and applicable state and federal laws.

5. **PROFESSIONAL DEVELOPMENT.** The BOARD encourages the continuing professional development of DR. HEINRICH through her participation in:

- A. Programs and other activities conducted or sponsored by local, regional, state, and national associations.
- B. Seminars and courses offered by institutions of higher education.
- C. Informational meetings with other persons whose particular skills and expertise would serve to improve DR. HEINRICH's ability to perform the duties the BOARD has assigned to her.



The BOARD shall permit DR. HEINRICH to use a reasonable amount of time to devote to her professional development, and the BOARD shall pay for the associated registration, tuition, travel and subsistence, and other directly related expenses she incurs. Such professional development expenditures shall be limited to the amounts budgeted for that purpose in the President Office's annual budget.

Within 30 days of the execution of this AGREEMENT and by January 2nd of each year thereafter, DR. HEINRICH shall submit to the Chair of the BOARD a tentative calendar of her professional development activities and absences away from the COLLEGE, including planned travel and vacation time. DR. HEINRICH shall notify the Chair of any subsequent changes to this calendar.

6. **EVALUATION.** In March 2026 and by March 31 of each year thereafter covered by this AGREEMENT, the BOARD shall meet with DR. HEINRICH in closed session for the purpose of evaluating her performance, and expressing its observations and recommendations about how she can improve such performance. DR. HEINRICH's evaluation also shall include an assessment of how well she has met the goals the BOARD has established for her. DR. HEINRICH shall furnish the BOARD with such information as may be required for the BOARD to conduct its evaluation of her performance.
7. **OTHER EMPLOYMENT ENGAGEMENTS.** With prior approval of the BOARD, DR. HEINRICH may undertake consultative work, speaking engagements, writing and other professional activities for honoraria and expenses, provided such activities do not interfere with the performance of her normal duties. In no case shall the BOARD be responsible for paying the expenses DR. HEINRICH incurs in the performance of these activities. At the next scheduled meeting of the BOARD, DR. HEINRICH shall submit a report to the BOARD showing all of the consultancies or other activities she has performed for which she was compensated.
8. **VACATION LEAVE.** DR. HEINRICH shall be required to render 12 months of full and regular service to the COLLEGE during each annual period covered by this AGREEMENT, except that she shall be entitled to paid vacation leave each year in compliance with Administrative Procedure 5.202 as amended thereafter from time to time. Vacation leave shall be scheduled by DR. HEINRICH so as not to interfere with or prevent her from fulfilling her duties as President. DR. HEINRICH's attendance at professional and business meetings and conferences shall not be construed as vacation leave.  
  
DR. HEINRICH shall report her vacation leave usage to the Payroll Department for processing.
9. **SICK LEAVE.** DR. HEINRICH shall be granted paid sick leave in accord with in compliance with what is given to the administration under Administrative Procedure 5.304 as amended thereafter from time to time.  
  
DR. HEINRICH shall report her sick leave usage to the Payroll Department for processing.
10. **PERSONAL LEAVE.** DR. HEINRICH shall receive paid personal leave in compliance with what is given to the administration under Administrative Procedure 5.302 as amended thereafter from time to time.

DR. HEINRICH shall report her personal leave usage for processing.

11. **HOLIDAYS.** DR. HEINRICH shall be entitled to time-off with pay for all holidays approved by the BOARD, and in compliance with Administrative Procedure 5.201 as amended thereafter from time to time, including the Winter and Spring Breaks, and designated Fridays-off during the summer.
12. **AUTOMOBILE.** The BOARD shall allow DR. HEINRICH the use of a leased vehicle approved by the BOARD for use for business and personal reasons until July 31, 2025. DR. HEINRICH shall be responsible for the federal and state income and other applicable taxes that may be due as a result of this benefit. The parties agree that starting on August 1, 2025 and for the remainder of this AGREEMENT, the BOARD will not be obligated to provide DR. HEINRICH a leased vehicle or an allowance for a vehicle.
13. **HOUSING ALLOWANCE.** DR. HEINRICH shall be paid a bi-weekly housing allowance of \$711.54 (\$18,500 annually). DR. HEINRICH shall be responsible for the federal and state income and other applicable taxes that may be due as a result of this benefit.
14. **RESIDENCY IN THE DISTRICT.** DR. HEINRICH shall maintain permanent residency in the DISTRICT for the duration of this AGREEMENT. Further, DR. HEINRICH shall complete her permanent residency in the DISTRICT no later than six (6) months from the execution of this AGREEMENT unless such time is extended by the BOARD at the BOARD's sole discretion.
15. **REIMBURSABLE BUSINESS EXPENSES.** Subject to providing adequate evidence of expenditure, DR. HEINRICH shall be reimbursed for the reasonable expenses she incurs in the exercise of her duties and President in compliance with Administrative Procedure 2.601 as amended thereafter from time to time.
16. **NON-REIMBURSABLE BUSINESS EXPENSES STIPEND.** DR. HEINRICH shall be paid a bi-weekly stipend of \$288.46 (\$7,500 annually) to cover the non-reimbursable business expenses that he/she, from time-to-time, may incur to support and promote the mission of the COLLEGE. DR. HEINRICH shall be responsible for the federal and state income and other applicable taxes that may be due as a result of this benefit.
17. **TECHNOLOGY.** The BOARD shall provide DR. HEINRICH with a COLLEGE-owned computer and printer at her place of residence. Further, the BOARD also shall provide DR. HEINRICH with a cell phone for her use. Use of COLLEGE-owned technology will be governed by the COLLEGE's Information Technology Acceptable Usage policy. DR. HEINRICH shall be responsible for the federal and state income and other applicable taxes that may be due as a result of this benefit.
18. **MEDICAL AND DENTAL INSURANCE.** The BOARD shall pay the entire premium cost of medical and dental insurance for DR. HEINRICH and her eligible dependents subject to the terms, conditions, and limitations of the applicable insurance policy and in compliance with Administrative Policy 5.203 as amended from time to time.
19. **LIFE INSURANCE.** During the period of this AGREEMENT, the BOARD shall pay the entire premium cost of term life insurance in the amount of twice the annual earnings to a maximum of \$350,000 for DR. HEINRICH and in compliance with Administrative Policy 5.203 as amended

thereafter from time to time. DR. HEINRICH shall retain sole responsibility for designating the beneficiary(ies) of this policy. DR. HEINRICH shall be responsible for the federal and state income and other applicable taxes that may be due as a result of this benefit.

20. **COLLEGE-PAID SURS CONTRIBUTION.** The BOARD will make a contribution on behalf of the President to the State Universities Retirement System (SURS) in an amount equal to DR. HEINRICH'S full statutory contribution as required by the SURS statute and regulations. DR. HEINRICH does not have any right or claim to this amount contributed by the BOARD on DR. HEINRICH'S behalf except as it may become available at the time of retirement from SURS. Both parties acknowledge that DR. HEINRICH does not have the option of choosing to receive the contributed amount directly, instead of having such contribution paid by the BOARD to SURS, and that such contribution is made as a condition of employment to secure DR. HEINRICH'S future services, knowledge, and experience.
21. **COLLEGE-PAID CONTRIBUTION TO 403(b) PLAN.** The BOARD shall contribute the full statutory contribution including the age 50 catch-up amount if eligible annually (i.e., \$23,500 plus \$7,500 for 2025) on her behalf to a 403(b) plan selected by the BOARD and owned by DR. HEINRICH. Such contribution shall be made on June 30 of each year covered by this AGREEMENT. In the event this AGREEMENT is terminated prior to June 30 of a year covered by this AGREEMENT, the COLLEGE-paid contribution shall be pro-rated based on the date this AGREEMENT terminated, and the contribution shall be made on that date. The 403(b) plan contribution made on behalf of DR. HEINRICH must be offered to the COLLEGE-approved 403(b) provider. This is subject to the SURS limitations on end of career earnings set forth in paragraph 20 above.
22. **COLLEGE-PAID CONTRIBUTION TO 457(b) PLAN.** The BOARD shall contribute the full statutory contribution including the age 50 catch-up amount if eligible annually (i.e., \$23,500 plus \$7,500 for 2025) on her behalf to a 457(b) plan selected by the BOARD and owned by DR. HEINRICH. Such contribution shall be made on June 30 of each year covered by this AGREEMENT. In the event this AGREEMENT is terminated prior to June 30 of a year covered by this AGREEMENT, the COLLEGE-paid contribution shall be pro-rated based on the date this AGREEMENT terminated, and the contribution shall be made on that date. The 457(b) plan contribution made on behalf of DR. HEINRICH must be offered to the COLLEGE-approved provider. This is subject to the SURS limitations on end of career earnings set forth in paragraph 20 above.
23. **OTHER BENEFITS.** DR. HEINRICH shall be entitled to all other benefits provided to Administrators of the COLLEGE in addition to those that are required by law.
24. **PHYSICAL EXAMINATION.** Due to the unique nature of the professional duties of her position, the BOARD may periodically require DR. HEINRICH to undergo a physical examination conducted by her personal licensed physician, subject to a required BOARD pre-approval of any exam costs not covered by medical insurance in excess of \$500.00 and paid for by the BOARD. Upon request, the results of the examination shall be sent to the Chair of the BOARD, and shall be held in strictest confidence.

Further, the BOARD shall retain the right to require DR. HEINRICH to submit to a physical or psychological examination by a physician of its choosing when, in its sole discretion, it has reason to believe that she may not be able to perform the essential functions of her job. The results of the examination, which shall include the physician's determination as to DR. HEINRICH's ability to perform the essential functions of her job, with or without accommodation, shall be sent to the Chair of the BOARD, and shall be held in strictest confidence.

25. **TENURE.** DR. HEINRICH waives any and all rights to tenure at the COLLEGE by virtue of entering into this AGREEMENT and any conditions thereto, whether expressed or implied.
26. **PROFESSIONAL LIABILITY.** The BOARD shall hold harmless and indemnify DR. HEINRICH from any and all demands, claims, suits, actions, and legal proceedings brought against her arising from her capacity as an agent and/or employee of the COLLEGE, provided the alleged incident that brought rise to the demand, claim, suit, action, or legal proceeding occurred when she was acting within the scope of her duties as President. In no case shall individual BOARD members be considered personally liable for indemnifying DR. HEINRICH against such demands, claims, suits, actions, and legal proceedings.
27. **NO RESTRICTIVE CLAUSE.** To the fullest extent of DR. HEINRICH'S knowledge, DR. HEINRICH represents and warrants to the Board that they are not bound by any restrictive covenant of another entity or employer and has no prior or other obligations or commitments that would, in any way, prevent, restrict, hinder or interfere with their acceptance of employment by the Board or the performance of the duties and services hereunder. DR. HEINRICH shall defend, indemnify and hold harmless the Board for any liability the Board may incur as the result of the existence of any such covenants, obligations or commitments.
28. **CRITICISMS/COMPLAINTS.** The BOARD agrees that any criticism or complaint about an employee or program of the COLLEGE that the BOARD, or any individual BOARD member, is made aware of, except for those involving a matter of ethics, shall be promptly forwarded to DR. HEINRICH for investigation and resolution.
29. **TERMINATION OF EMPLOYMENT CONTRACT.**

**A. Termination for Reasons other than Cause:** In the event the BOARD intends to act to terminate this AGREEMENT prior to its end date, for reasons *other than cause*, it shall provide DR. HEINRICH with written notice at least 30 consecutive calendar days before it acts.

The BOARD and DR. HEINRICH shall negotiate in good faith to reach a mutually acceptable financial settlement in compliance with paragraph 29(C) below in the event the BOARD decides to terminate this AGREEMENT *for reasons other than cause*.

**B. Termination for Cause:** The BOARD reserves the right to terminate this AGREEMENT immediately and without liquidated damages or any other payment of any kind or amount, or without further benefits except as required by law for any of the following reasons:

1. Conviction of DR. HEINRICH for a felony or any criminal offense involving moral turpitude.

2. A deliberate or gross violation of the duties set forth in this AGREEMENT by DR. HEINRICH or her refusal or unwillingness to perform such duties in good faith and to the best of her ability.
3. A violation by DR. HEINRICH of any of the other terms and conditions of this AGREEMENT not remedied by her within 30 consecutive calendar days after having received written notice from the BOARD of such violation
4. Any conduct of DR. HEINRICH that would tend to bring public disrespect, contempt, or ridicule upon the COLLEGE.
5. A deliberate or serious violation of any state or federal law, rule, regulation, Constitutional provision, local ordinance, or bylaw or policy of the BOARD, which in the sole discretion of the BOARD, reflected adversely upon the COLLEGE.
6. An absence 30 calendar days from the COLLEGE without the approval of the BOARD.

DR. HEINRICH shall be entitled to due process before any action can be taken. At a minimum, due process shall include:

1. Written notice of the reason the BOARD is terminating this AGREEMENT.
2. The right of DR. HEINRICH to appear before the BOARD in a due process hearing in closed or open session as her option.
3. The right of DR. HEINRICH to be represented at the due process hearing by a person of her choice.
4. The right of DR. HEINRICH to receive a written decision describing the results of the due process hearing.

C. **Termination of Employment Contract & Severance Pay:** Severance pay compensation will not exceed an amount greater than twenty (20) weeks of compensation. Further, DR. HEINRICH will not receive any severance pay compensation if the BOARD terminates her employment contract based on her misconduct. Severance pay and misconduct is defined under Illinois law including but not limited to the Illinois Government Severance Pay Act [5 ILCS 415/1 *et al.*].

D. **Termination at the Request of DR. HEINRICH:** In the event DR. HEINRICH intends to act to terminate this AGREEMENT prior to its end date, she shall inform the Chair of the BOARD immediately of such intention, and provide the BOARD with a 60 consecutive calendar day written notice in advance of taking a position elsewhere or any other action resulting in her departure. It is agreed that such written notice shall be accepted by the BOARD.

E. **Disability:** In the event DR. HEINRICH becomes ill or injured, and is unable to perform the essential functions of her job, with or without accommodation, for a period of 45 consecutive calendar days, the BOARD may require her to submit to a fitness for duty examination. DR. HEINRICH shall not unreasonably withhold her consent for this examination.

The fitness for duty examination shall be performed by a licensed physician selected by the BOARD, and shall be conducted for the purpose of determining whether DR. HEINRICH's inability to perform the essential functions of her job is likely to continue for a period of at least

six months from the initial date of her illness or injury. The physician's determination shall be conveyed to both parties, and held in strictest confidence.

If the physician determines that DR. HEINRICH's inability to perform the essential functions of her position is likely to continue for a period of at least six months from the initial date of her illness or injury, DR. HEINRICH shall immediately vacate the position of President. The BOARD shall appoint her to the position of "Administrator on Special Assignment" without compensation, except that DR. HEINRICH shall be entitled to use paid sick leave, paid vacation leave, paid or unpaid Family and Medical Leave, and any other leave to which she is entitled by law. DR. HEINRICH's employment by the BOARD shall end when all paid and unpaid leaves have been exhausted.

The BOARD shall retain the right to post and fill the position of President immediately after DR. HEINRICH vacates it.

30. **OWNERSHIP RIGHTS TO DOCUMENTS AND WRITINGS.** All correspondence, papers, documents, reports, files, filings, and work products thereof received or prepared by DR. HEINRICH in the course of performing her duties or incident thereto shall immediately upon such receipt or preparation become the sole and exclusive property of the COLLEGE for any and all purposes. Any and all such items shall remain in the possession of the COLLEGE upon DR. HEINRICH's termination, resignation, or separation from the COLLEGE.
31. **AGREEMENT, WHERE MADE.** This AGREEMENT shall be considered as made at the City of Elgin, and is to be construed as a contract in accordance with the laws of the State of Illinois. This AGREEMENT is for personal and professional services, and the duties and responsibilities set forth in this AGREEMENT shall not be assignable in any way by DR. HEINRICH.
32. **SEVERABILITY.** The Parties agree that the provisions of this AGREEMENT shall be deemed severable and that the invalidity or unenforceability of any provision herein shall not affect the validity and enforceability of any other provision herein. If any provision of this AGREEMENT is deemed to be invalid or unenforceable, then such provision shall be given effect to the extent that it is valid and enforceable, and all other provisions of this AGREEMENT shall remain in full force and effect.
33. **COMPLETE AGREEMENT.** The parties agree that this AGREEMENT constitutes the entire agreement between the parties and supersedes and renders null and void all prior agreements, negotiations, proposals, understandings and discussions of any kind, whether oral or written, between the BOARD and DR. HEINRICH. The parties also agree that no promise, representation, or inducement has been offered by the BOARD to DR. HEINRICH for the mutual covenants and consideration herein other than those provided for in this AGREEMENT.

**[REMAINING PAGE INTENTIONALLY LEFT BLANK.]**

IN WITNESS WHEREOF the parties have executed this AGREEMENT, consisting of eight pages, in Elgin, County of Kane, Illinois, on the date first written above.

BOARD OF TRUSTEES,  
COMMUNITY COLLEGE DISTRICT 509  
ELGIN COMMUNITY COLLEGE

By: \_\_\_\_\_

Dr. Donna Redmer, Chair

By: \_\_\_\_\_

Dr. Peggy Heinrich, President

Date: \_\_\_\_\_

Date: \_\_\_\_\_