

**ILLINOIS CENTRAL COLLEGE EMPLOYMENT CONTRACT**  
**EXECUTIVE VICE PRESIDENT OF ADMINISTRATION AND FINANCE**

THIS AGREEMENT is executed June 15, 2017, by and between the Board of Trustees of Community College District No. 514, consisting of all or part of the Counties of Bureau, Livingston, Logan, Marshall, Mason, McLean, Peoria, Stark, Tazewell and Woodford in the State of Illinois, commonly called Illinois Central College (the "College"), and Bruce Budde ("Budde").

**A. EMPLOYMENT**

1. The College hereby employs Budde for the period commencing July 1, 2017, and ending June 30, 2018 (the "Initial Term"). Notwithstanding the provisions of this paragraph, the College retains the power to terminate this Agreement prior to the end of the Initial Term as hereinafter provided.
2. Budde hereby agrees to continue his employment with the College in the position of Executive Vice President of Administration and Finance and will devote his full time, skill, labor and attention, to the performance of the duties of such position on behalf of the College. Budde may undertake related professional duties and obligations with professional organizations which enhance the reputation of the College and do not affect the performance of his employment obligations hereunder.
3. This Agreement shall not be subject to the tenure laws as provided in the Public Community College Act and no rights of tenure shall vest in Budde under this Agreement.

**B. SALARY AND SURS**

1. Budde will receive an Annual Base Salary for the period from July 1, 2017, through June 30, 2018, of One Hundred Ninety-Eight Thousand, Six Hundred Twenty-Eight Dollars (\$198,628.00) payable in equal monthly payments made at the end of each month. All payments of the Annual Base Salary are subject to such withholdings and deductions required by law or the agreement of the parties.
2. For each subsequent year of this Agreement, commencing on or after July 1, 2018, Budde's Annual Base Salary may be increased in an amount determined by the College, based upon the College's evaluation of Budde's performance. In no event will such Annual Base Salary adjustment result in providing Budde 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. The College and Budde acknowledge and agree that any salary and compensation increases granted to Budde under this Agreement are not intended to exceed the SURS six percent (6%) cap on annual creditable earnings increases for any contract year which is used by

SURS to calculate Budde's final rate of earnings ("FRE") for SURS retirement annuity purposes. The College reserves the right to adjust the compensation and/or benefits provided under this Agreement to prevent the College from exceeding, and/or address the consequences of having exceeded, the SURS six percent (6%) annual earnings cap.

**C. BENEFITS**

**1. Administrative Employee Benefits**

- a. Budde will be provided all privileges, leaves, sick leave, and fringe benefits not specifically enumerated herein which are commonly extended to the administrative group at Illinois Central College, to the extent that such benefits do not conflict with any other terms set forth herein.
- b. Upon Budde's retirement, if Budde provides at least six (6) months prior written notice to the College of such retirement date, the College shall pay to Budde the equivalent of twenty (20) additional days of compensation computed on the basis of Budde's Annual Base Salary then in effect.

**2. Qualified Annuity Contribution**

The College annually will make a matching contribution to a qualified tax-sheltered annuity, established pursuant to Section 403(b) of the Internal Revenue Code, held for the benefit of Budde. The contribution amount will match dollar-for-dollar the elective contributions made annually by Budde to the tax-sheltered annuity, but such College contribution shall not exceed Six Thousand Dollars (\$6,000) annually for any year of this Agreement. Further, this provision is subject to the SURS limitations set forth in Sections B.2 and B.3 of this Agreement.

**D. EVALUATION**

It is the intent of the College that the President shall, at least annually, review the performance of Budde as the Executive Vice President of Administration and Finance of the College. In evaluating Budde, the President shall consider his duties, overall performance, annual goals and objectives established, and any other reasonable and applicable criteria as determined in the evaluation process. As part of the evaluation process, the goals, objectives, and compensation for the following Agreement year will be established.

**E. TERMINATION**

1. This Agreement and the employment relationship between the College and Budde may be terminated for any of the following reasons.
  - a. Mutual agreement upon such terms and conditions agreed to in writing by the College and Budde.

- b. Retirement of Budde.
- c. Resignation of Budde, provided, however, Budde gives the College at least six (6) months prior written notice of the proposed resignation, unless the College agrees in writing to accept a shorter period.
- d. Disability, as certified by a physician selected by, or acceptable to, the College, which renders Budde unable to perform the essential duties of his job, with or without reasonable accommodation.
- e. Death of Budde.
- f. Termination for good and just cause. For purposes of the Agreement, "good and just cause" means the following:
  - (1) Budde's material failure or refusal to perform his duties hereunder, including his failure or refusal to embrace and work diligently toward reaching the annual performance goals established pursuant to Section D of this Agreement, for any reason other than mental or physical incapacity. In such case, Budde shall be given at least forty-five (45) days prior written notice of such failure to perform and a reasonable opportunity to remedy such failure to perform;
  - (2) Misconduct by Budde, outside the scope of his employment by the College hereunder, which is detrimental to the reputation of Budde in the community;
  - (3) Misconduct by Budde, outside the scope of his employment by the College hereunder, which is materially detrimental to the reputation of the College or the College in the community.
  - (4) The College's right to terminate this Agreement for good and just cause pursuant to this Section of this Agreement shall be exercised by the affirmative vote of at least five (5) of the seven (7) members of the College in favor of the President's recommendation to dismiss Budde for good and just cause, and the giving of written notice to Budde specifying in detail the grounds for such termination. Upon Budde's receipt of written notice from the College pursuant to this Section, Budde has the right to appear before all seven (7) members of the College, at a meeting conducted in closed session, to discuss the grounds for such termination asserted by the College and whether such grounds have been remediated. Where the College is terminating for good and just cause under this Section, and if the grounds for termination are not

remediated prior to the expiration of the remediation period provided herein, such termination will be effective upon the expiration of such remediation period and the College's reaffirmation of Budde's dismissal for good and just cause by an affirmative vote of at least five (5) of its seven (7) members.

2. The College may terminate this Agreement by written notice to Budde at any time after Budde has exhausted his accumulated health leave and he has been absent from employment for a period of ninety (90) days out of one- hundred twenty (120) consecutive calendar days.

The College reserves the right to require Budde to submit to a medical examination, either physical or mental, whenever the College deems that Budde may be disabled. Such examination will be performed by a physician licensed to practice medicine in all its branches, who is selected and paid by the College. Budde expressly agrees that the physician will prepare a detailed report of the state of his health and submit it to the person(s) designated by the College.

3. In the event that this Agreement is terminated for cause or any other reason, the College will not grant Budde any severance payment in excess of one (1) year as provided in Section 805/3-65 of the Illinois Public Community College Act. The College's decision to terminate this Agreement in accordance with this paragraph E does not obligate the College to pay any severance compensation to Budde upon termination, except in compliance with the specific provision of Paragraph C.1.b.

**F. INDEMNIFICATION**

The College will indemnify, defend, and hold Budde harmless from and against any and all claims, demands, suits, debts, actions, causes of action, costs, expenses, damages and liabilities suffered, sustained or incurred by Budde as the result of, or arising out of, or asserted against Budde because of the performance of his duties and responsibilities as the Vice President of Administration and Finance of the College.

**G. NOTICE**

All notices required by this Agreement shall be in writing and delivered as follows:

If to the College, to:

Diane Lamb, Chairperson  
c/o Illinois Central College  
1 College Dr.  
East Peoria, IL 61635

or to any subsequent College Chair

with a copy to:

Paula Fraley, College Secretary  
c/o Illinois Central College  
1 College Drive  
East Peoria, IL 61635

or to any subsequent College Secretary

If to the Executive Vice President of Administration and Finance, to:

Bruce Budde  
c/o Illinois Central College  
1 College Drive  
East Peoria, IL 61635

or to Budde's Residence

or as otherwise directed by a party in a notice issued pursuant to this provision. All notices shall be given personally, or via a national overnight delivery service, or via certified mail, postage prepaid, return receipt requested. A notice delivered personally shall be deemed to have been given on the date on which it is so delivered. A notice sent via a national overnight delivery service shall be deemed delivered on the next business day following its date of dispatch. A notice sent by certified mail shall be deemed to have been delivered three (3) business days after it is properly deposited in a U.S. Postal Service depository.

#### **H. SAVINGS CLAUSE**

This Agreement shall be interpreted and enforced in accordance with the laws of the State of Illinois. The provisions of this Agreement are intended to be interpreted and enforced in a manner which renders them valid and enforceable. In the event that any provision of this Agreement is found to be invalid or unenforceable, such provision shall be modified to the extent and in the manner which a court of competent jurisdiction deems reasonable, and thereupon enforced upon such terms. If any such provision is not so modified, it shall be deemed stricken from this Agreement without affecting the validity and enforceability of any of the remaining provisions hereof.

#### **I. ENTIRE AGREEMENT**

This Agreement contains the entire agreement of the parties and supersedes all prior discussions, representations, commitments, and agreements between the parties with respect to the subject matter hereof. No modification or amendment of this Agreement shall be deemed valid unless in writing properly approved and authorized by the college Chair and signed by the Executive Vice President of Administration and Finance.

IN WITNESS WHEREOF, the parties have executed this Agreement as of June 15, 2017.

EXECUTIVE VICE PRESIDENT  
OF ADMINISTRATION AND FINANCE

BOARD OF TRUSTEES COMMUNITY  
COLLEGE DISTRICT NO. 514

*/s/Bruce Budde*

*/s/Gale Thetford*

\_\_\_\_\_  
Bruce Budde

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

*/s/Sheila Quirk-Bailey*

Attest: */s/Paula Fraley*

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary