

PRESIDENT'S EMPLOYMENT AGREEMENT

THIS AGREEMENT is executed May 19, 2016, 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 "Board"), and Sheila Quirk-Bailey (the "President").

A. EMPLOYMENT

1. The Board hereby employs the President for the period commencing July 1, 2016, and ending June 30, 2019 (the "Initial Term"). Notwithstanding the provisions of this paragraph, the Board retains the power to terminate this Agreement prior to the Initial Term as hereinafter provided.
2. The President hereby accepts such employment and will devote her full time, skill, labor, and attention to the performance of the duties of the Office of the President of Illinois Central College ("College"), provided that the President may undertake consultative work, speaking engagements, writing, lecturing, or other education related professional duties and obligations which enhance the reputation of the College and do not affect the President's performance of employment obligations hereunder.
3. The President shall not be subject to the tenure laws as provided in the Public Community College Act by virtue of entering into this multi-year Agreement and any conditions thereto, and no rights of tenure shall vest in Quirk-Bailey under this Agreement.

B. SALARY AND SURS

1. The President will receive an Annual Base Salary for the period from July 1, 2016, through June 30, 2017, of Two Hundred and Forty-Five Thousand Dollars (\$245,000) 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, 2017, the President's Annual Base Salary may be increased in an amount determined by the Board, based upon the Board's evaluation of the President as set forth in Section E. In no event will such Annual Base 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. The Board and President acknowledge and agree that the salary and compensation increases granted to the President 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 the President's final rate of earnings ("FRE") for SURS retirement annuity purposes. The Board reserves the right to adjust the compensation and/or benefits

provided under this Agreement to prevent the Board from exceeding, and/or address the consequences of having exceeded, the SURS six percent (6%) annual earnings cap.

C. BENEFITS

1. Administrative Employee Benefits

The President 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. It is the intent of the Board that the President be fully vested in terms of vacation and sick leave, starting with 22 vacation days and 15 sick days.

2. Medical Insurance

The Board shall pay the full premium cost of participation by the President, her spouse, and any eligible dependents in the College's group medical, dental, and vision insurance program. In addition, the College will pay for one complete physical examination per year for the President to the extent not paid by insurance.

If at any time during the term of this Employment Agreement, a change in federal or state laws or regulations becomes effective, or enforcement of any such provisions commences, which would cause an employer penalty or tax related to the health insurance benefits provided in this Agreement, or which would cause the President to incur additional taxable income under the terms of this Agreement, the parties agree to re-open this Agreement to revise the affected health insurance benefits provisions to address or eliminate any such penalties or taxes.

3. Vehicle

The Board shall grant the President a monthly vehicle allowance of Five Hundred Dollars (\$500) as reimbursement for the expense of owning or leasing her personal vehicle for the President's use for College business purposes. Alternatively, if the President chooses not to accept the \$500 monthly vehicle allowance, the Board agrees to provide a full-size automobile suitable to the position of the President and in accordance with the Board's policy on College-owned automobiles. The cost of fuel, oil, maintenance, and insurance shall be covered by the College. The President agrees to fill out a report annually indicating the mileage on the odometer at the beginning and end of each (fiscal or tax) year and the total number of personal miles driven in that period for tax calculation purposes.

4. Qualified Annuity Contribution

The Board 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 the President. The contribution amount will match dollar-for-dollar the elective contributions made annually by the President to the tax-sheltered annuity, but such Board contribution shall not exceed Twelve Thousand Dollars (\$12,000) annually

for any year of this Agreement. The Board's matching contributions shall be fully vested after five years of service as President, and shall vest at the rate of 20% per year over the five year vesting period. Further, this provision is subject to the SURS limitations set forth in Sections B.2 and B.3 of this Agreement.

5. Computer

The Board will provide the President with a laptop computer or tablet (such as an iPad or similar device), in order to assist the President in performance of her job duties. Upon termination of employment, the laptop or tablet will be returned to the College.

6. Other Business-Related Expenses

The Board shall reimburse the President for reasonable out-of-pocket expenses (excluding mileage) which she incurs for travel and other activities undertaken by the President on behalf of the College. The Board's reimbursement of such expenses shall be subject to the President's monthly submission of appropriate expense reports and substantiating documentation, and reasonable review and approval by the Board Chair.

7. Professional Development

The President shall be eligible to attend and participate in educational conferences, conventions, workshops, seminars, and similar professional activities and events, subject to reasonable review and approval by the Board Chair. The Board shall reimburse the President for reasonable, out-of-pocket expenses incurred by the President in connection with such approved activities and events.

8. Association Dues

The Board expects the President to engage in activities with local service and civic organizations. The Board will pay any such association and club membership dues incurred by the President as are approved by the Board.

9. Relocation

- a. The Board shall pay the reasonable packing and moving expenses for the relocation of the President's household items from her current residence to a residence within the College's District. To facilitate payment, the President will obtain and provide to the Board estimates/bids from three moving companies with respect to the move and the Board will provide payment to the company with the lowest responsible bid.
- b. The Board shall reimburse the President for up to six (6) months from the start date of this Agreement for the actual cost of temporary housing at an amount not to exceed Two Thousand Five Hundred Dollars (\$2,500) per month.
- c. The Board shall pay travel expenses for the President to make up to five (5) visits to the College's District for the purpose of securing housing and

meeting with the Board and College staff between the date of this Agreement and the commencement of her employment to facilitate an effective transition.

D. POWERS AND DUTIES

1. Authority and Responsibilities

The President is the Chief Executive Officer of the College. In the exercise of her reasonable discretion, she will be in charge of administering the College under policies established by the Board and the provisions of the Illinois Community College Act, in a manner as best serves the College. In the exercise of her duties, the President is authorized to exercise all necessary powers and authority incidental thereto.

2. Administration

The President is authorized to organize, reorganize, and arrange the administrative and supervisory staff of the College with the concurrence of the Board. The administration of the instruction and business affairs will be lodged with the President subject to the approval of the Board. The Board and its individual members will refer all criticism, complaints, and suggestions regarding instruction, business affairs, or the administration or instructional staff of the College to the President for study, report, and recommendation. Provided, however, that no act by the President will in any way conflict with the authority of the duties of the Board as outlined in any Illinois law applicable to community colleges.

3. Fiduciary Duty

During her employment, the President shall devote substantially all of her professional time, attention, skills, and energy to the performance of her responsibilities as President of the College. The President shall perform such responsibilities professionally, in good faith, and to the best of her abilities.

E. EVALUATION

1. By September 1, 2016, the President will propose specific written annual performance goals and proposals for measuring progress in achieving those goals for the remaining months of the initial twelve (12) month contract year for review and approval by the Board. For the 2017 contract year, the President will initiate the goal-setting process by July 1, 2017, and by July 1 of each subsequent contract year, or as soon as reasonably practicable. The Board will meet with the President to review the performance goals. The Board will approve and establish the annual performance goals for each contract year.
2. By March 1 of each year of this Agreement, commencing March 1, 2017, the President will provide the Board with a written, detailed status report of progress toward the written goals and objectives of the Board, and as to the condition of the College.

3. On or before April 1 of each year beginning April 1, 2017, the President will be evaluated by the entire Board in closed session with the President present. The Board will provide the President with a written evaluation.
4. In evaluating the President, the Board will consider the President's powers and duties as set forth herein, the goals and objectives established by the parties and approved by the Board under this Section E, 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.

F. TERMINATION

1. This Agreement and the employment relationship between the Board and the President may be terminated for any of the following reasons.
 - a. Mutual agreement upon such terms and conditions agreed to in writing by the Board and the President.
 - b. Retirement of the President.
 - c. Resignation of the President, provided, however, the President gives the Board at least six (6) months prior written notice of the proposed resignation, unless the Board agrees in writing to accept a shorter period.
 - d. Disability, as certified by a physician selected by, or acceptable to, the Board, which renders the President unable to perform the essential duties of her job, with or without reasonable accommodation.
 - e. Death of the President.
 - f. Termination for good and just cause. For purposes of the Agreement, "good and just cause" means the following:
 - (1) The President's material failure or refusal to perform her duties hereunder, including her failure or refusal to embrace and work diligently toward reaching the annual performance goals established pursuant to Section E of this Agreement, for any reason other than mental or physical incapacity. In such case, the President 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 the President, outside the scope of her employment by the College hereunder, which is detrimental to the reputation of the President in the community;
 - (3) Misconduct by the President, outside the scope of her employment by the College hereunder, which is materially

detrimental to the reputation of the Board or the College in the community.

- (4) The Board'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 Board in favor of the President's dismissal for good and just cause, and the giving of written notice to the President specifying in detail the grounds for such termination. Upon the President's receipt of written notice from the Board pursuant to this Section, the President has the right to appear before all seven (7) members of the Board, at a meeting conducted in closed session, to discuss the grounds for such termination asserted by the Board and whether such grounds have been remediated. Where the Board 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 Board's reaffirmation of the President's dismissal for good and just cause by an affirmative vote of at least five (5) of its seven (7) members.
2. The Board may terminate this Agreement by written notice to the President at any time after the President has exhausted her accumulated health leave and she has been absent from employment for a period of ninety (90) days out of one-hundred twenty (120) consecutive calendar days.

The Board reserves the right to require the President to submit to a medical examination, either physical or mental, whenever the Board deems that the President 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 Board. The President expressly agrees that the physician will prepare a detailed report of the state of her health and submit it to the Board of Trustees.

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

G. INDEMNIFICATION

The Board will indemnify, defend, and hold the President 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 the President as the result of, or arising out of, or asserted against the President because of the performance of her duties and responsibilities as the President of the College.

H. NOTICE

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

If to the Board, to:

Don Brennan, Chairperson
c/o Illinois Central College
1 College Drive
East Peoria, IL 61635

or to any subsequent Board Chair

with a copy to:

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

or to any subsequent Board Secretary

If to the President, to:

Dr. Sheila Quirk-Bailey, President
c/o Illinois Central College
1 College Drive
East Peoria, IL 61635

or to the President'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.

I. 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.

J. 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 Board Chair and signed by the President.

IN WITNESS WHEREOF, the parties have executed this Agreement as of May 19, 2016.

PRESIDENT

BOARD OF TRUSTEES COMMUNITY
COLLEGE DISTRICT NO. 514

/s/ Sheila Quirk-Bailey

/s/Don Brennan

Dr. Sheila Quirk-Bailey

By: _____
Chairperson

/s/Paula Fraley

Attest: _____
Secretary