

PRESIDENT'S EMPLOYMENT CONTRACT

CONTRACT made this 15 day of January, 2019, between the Board of Trustees of Southeastern Illinois College District No. 533, Counties of Saline, Gallatin, Pope, Hardin, White, Hamilton, Johnson, and Williamson, State of Illinois, (hereinafter referred to as the "Board") and Dr. Jonah Lee Rice, (hereinafter referred to as the "President").

The President hereby accepts employment upon the terms and conditions hereinafter set forth.

WITNESETH

A. Employment and Compensation

1. The Board hereby employs the President for four (4) years commencing on July 1, 2019 and terminating on June 30, 2023. The base salary that the President earns at the end of his current contract on June 30, 2019 shall be automatically adjusted accordingly:
 - a. 2019-20 3% on base
 - b. 2020-21 3% on base
 - c. 2021-22 0% on base
 - d. 2022-23 0% on base
2. At no time shall the President's total reportable SURS creditable earnings in any year increase by more than three percent (3%) from the previous year's total reportable SURS creditable earnings. The salary will be payable in equal installments in accordance with the rules of the Board governing payments of other administrative staff members of the Board.
3. In addition to the annual salary stated in paragraph A.1. of this Contract, the Board will make a contribution on behalf of the president to the State of Illinois State University Retirement System (SURS) in the amount equal to, and in satisfaction of, the President's statutory contribution to SURS applicable to the President's annual salary. Both parties acknowledge that the President does not have the option of choosing to receive the contributed amounts directly instead of having such contributions paid by the Board to SURS, and that such contributions are made as a condition of employment to secure the President's future services, knowledge, and experience.
4. The President must maintain residential property within the College District for the duration of this Contract. This property will be maintained as the President's voting residence.
5. This Contract is contingent upon the positive results of a reference and criminal background check on the President as directed by the Board.

B. Powers and Duties

1. The President will be the chief executive officer of the board and will perform such duties commensurate with the position of president as provided for and contemplated by the Illinois Public Community College Act and such other duties as directed by the Board in accordance with the Illinois Public Community College Act.
2. The President will devote his full working time, attention, and energy to the business of the College and related professional activities. The President may not jeopardize the functioning of the Board by any lengthy and conspicuous absence for professional activities. Any external, private financial endeavors are allowed as long as such endeavors have no direct negative impact on the governance of the College. Endeavors may include but are not limited to private consulting (e.g., Higher Learning Commission Peer Review Corps), private

entrepreneurial interests (e.g., negotiation facilitation), non-competitive academic endeavors (e.g., assessment/instructional design/implementation), and similar activities.

3. The Board may adopt rules and regulations from time to time, and, to the extent that such rules and regulations are not inconsistent with the provisions of this Contract, the President will abide by them.

C. Benefits

1. The Board will provide the President with the benefits program provided to all full-time administrative employees of the Board.
2. Provide and maintain a policy issued by a company or companies selected by the Board insuring the life of Dr. Jonah Lee Rice in the amount of \$55,000.00. The provisions of this paragraph apply only if Dr. Jonah Lee Rice qualifies for insurance issued by a company acceptable to the Board at a standard premium rate. The insurance to be provided under this paragraph will be term insurance, and Dr. Jonah Lee Rice will have all the incidents of ownership of the policy.
3. The President is entitled to accrue sick leave at the rate of fifteen (15) paid leave days per year during the term of this Contract, up to the maximum number of days allowed by the State Universities Retirement System (SURS) for retirement credit. If during the President's tenure because of sickness or accident or other disability, he is not able to perform the functions of this employment, the Board will continue to pay him in accordance with the terms of this Contract during his absence from employment until the expiration of accumulated sick leave days and vacation leave days for the current vacation period not taken by him. If at the expiration of all such days and any applicable leave of absence, the President cannot, in the opinion of the Board, perform his duties satisfactorily because of this physical or mental condition at that time, this Contract may be terminated by the Board. During any periods of the President's absence from his duties, the Board may assign another person or persons to perform the duties of the office.
4. The President is entitled to vacation leave of twenty (20) working days annually with rollover accrual. The President may convert up to fifteen (15) vacation days to be transferred to a 403b plan. Additional vacation days of no more than five (5) may be converted and transferred to a 403(b) plan if notice is given to Human Resources before May 1 of the respective fiscal year. Five (5) sick days may also be converted to vacation leave if notice is given to Human Resources before May 1 of the respective fiscal year. This is not part of the President's creditable earnings pursuant to 80 Ill. Admin. Code Sec. 1600.205(d)(3)(L).

D. Evaluation

1. Prior to May 15 of each year, the Board and the President will review and assess the President's overall performance based upon clear expectations of performance established by the Board.
2. After such evaluation, the parties will schedule a meeting to review the evaluation and determine, if necessary, the terms and conditions of the President's continued future employment.

E. Termination

1. This employment Contract may be terminated by:
 - a. Mutual Agreement;
 - b. Permanent disability;

- c. Discharge for cause; or
 - d. Death.
2. The Board may also terminate this Contract for reasons of permanent disability or incapacity at any time after the President has exhausted his sick leave and vacation leave, or has been absent from his employment for a continuous period of three (3) months or presents to the Board a physician's statement certifying that he is permanently disabled or incapacitated. All obligations of the Board will cease upon written notice of termination for permanent disability or incapacity, provided that the President will be entitled to a hearing before the Board if he so requests. The Board reserves the right to require the President to submit to a medical examination, either physical or mental, whenever the Board deems the President 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 his physical and/or mental health and submit it to the Board.
 3. Discharge for cause will be for any conduct, act, or failure to act by the President which is detrimental to the best interest of the College. Reasons for discharge for cause will be given in writing to the President, who will be entitled to notice and a hearing before the Board to discuss such causes, if the President chooses to be accompanied by legal counsel, he will bear any costs therein involved. The Board hearing will be conducted in executive session.
 4. Upon termination of this agreement for any reason, except criminal conduct or conduct of a heinous or immoral nature, the President shall be entitled to return to all previous instructional and extra-duty positions he held as a faculty member with full tenure in the Humanities Division at the College, unless both parties agree upon a comparable position or agreement. The annual salary of the faculty position shall be recalculated at the point the President left his faculty position plus any annual increases as specified in the faculty contract.

F. Modifications and Amendments

No modification or amendment of this Contract will be valid or binding on the parties unless it is in writing and executed by the Board and the President.

G. Notice

Any notice required to be given under this Contract will be deemed sufficient if it is in writing and sent by registered or certified mail as follows:

- a. Notices to the Board:
Chairman of the Board, Dr. Pat York
Southeastern Illinois College District 533
3575 College Road
Harrisburg, IL 62946
- b. Notices to the President:
Dr. Jonah Lee Rice
5150 Battleford Road
Stonefort, IL 62987

H. Miscellaneous

1. This Contract has been executed in the State of Illinois, and will be governed in accordance with the laws of the State of Illinois in every respect and any dispute arising out of this Contract requiring judicial intervention will be resolved in the courts of the State of Illinois.
2. Paragraph headings and numbers have been inserted for convenience of reference only. In the event of any conflict between any such headings or numbers and the text of this Contract, the text will control.
3. This Contract may be executed in one or more counterparts each of which will be considered an original, and all of which taken together will be considered one and the same instrument.
4. This Contract contains all the terms agreed upon by the parties with respect to the subject matter of this Contract and supersedes all prior agreements, contracts, arrangements, and communications between the parties, whether oral or written, concerning such subject matter.
5. If a court having jurisdiction issues a final decision declaring any provision of this Agreement to be unlawful or unenforceable, all other provisions of the Agreement will remain in force and effect.
6. Given a minimum of six months prior to the end of this contract written notice of intent to retire by the President, plus an executed retirement, within 60 days from the President's last day of work at the College, he will be awarded a post-retirement benefit of one day's salary in his final year multiplied by years of service.

IN WITNESS WHEREOF, the parties have executed this Agreement this 16th day of May 2014.

BOARD OF TRUSTEES OF SOUTHEASTERN ILLINOIS COLLEGE DISTRICT 533, COUNTIES OF SALINE, GALLATIN, POPE, HARDIN, WHITE, HAMILTON AND WILLIAMSON, STATE OF ILLINOIS.

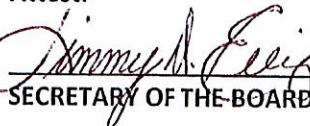


PRESIDENT



CHAIRMAN OF THE BOARD

Attest:



SECRETARY OF THE BOARD

PRESIDENT'S EMPLOYMENT CONTRACT

EXTENSION/MODIFICATION

CONTRACT MODIFICATION made this ____ day of ____, 2020, between the Board of Trustees of Southeastern Illinois College District No. 533, Counties of Saline, Gallatin, Pope, Hardin, White, Hamilton, Johnson, and Williamson, State of Illinois, (hereinafter referred to as the "Board") and Dr. Jonah Lee Rice, (hereinafter referred to as the "President"). The President hereby accepts employment upon the modification of terms and conditions hereinafter set forth.

WITNESETH

A. Employment and Compensation

1. The Board hereby employs the President for four (4) years commencing on July 1, 2020 and terminating on June 30, 2024. The base salary that the President earns at the end of his current contract on June 30, 2020 shall be automatically adjusted accordingly:

- a. 2020-21 3% on base
- b. 2021-22 0% on base
- c. 2022-23 0% on base
- d. 2023-24 0% on base

C. Benefits

4. The President is entitled to vacation leave of twenty (20) working days annually with rollover accrual. The President may convert up to fifteen (15) vacation days to be transferred to a 403(b) plan. Additional vacation days of no more than seven (7) may be converted and transferred to a 403(b) plan if notice is given to Human Resources before May 1 of the respective fiscal year. Seven (7) sick days may also be converted to vacation leave if notice is given to Human Resources before May 1 of the respective fiscal year. If the President remains in office his last year 2023-24 school year, then seven (7) additional sick days may be converted to vacation and then those additional vacation days converted to a 403(b) plan. This is not part of the President's creditable earnings pursuant to 80Ill.Admin.Code Sec. 1600.205 (d) (3) (L).

E. Termination

5. During the term of this Agreement, the President may submit a notice of his retirement to the Board to become effective on or before June 30, 2024. The President may elect to retire before June 30, 2024 without being considered to be in breach of the Agreement for failure to completely fulfill its term.

IN WITNESS WHEREOF, the parties have executed this Agreement this ____ day of ____ 2020.

BOARD OF TRUSTEES OF SOUTHEASTERN ILLINOIS COLLEGE DISTRICT 533, COUNTIES OF SALINE, GALLATIN, POPE, HARDIN, WHITE, HAMILTON AND WILLIAMSON, STATE OF ILLINOIS.

PRESIDENT

CHAIRMAN OF THE BOARD

Attest: _____
SECRETARY OF THE BOARD