

## **PRESIDENT'S EMPLOYMENT AGREEMENT**

THIS AGREEMENT made this 19th day of March 2024 by and 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 (the "College" or "Board"), and Dr. Karen Weiss (the "President").

### **A. EMPLOYMENT**

#### **1. Term of Employment**

The Board hereby employs the President for a period of three (3) years, commencing July 1, 2024 and ending June 30, 2027.

#### **2. Work Hours**

Standard work hours apply per board policy 5030. The President acknowledges that after-hours work or being on-call is required.

### **B. SALARY**

#### **1. Annual Salary**

The President will receive an annual salary for the 2024-2025 contract year in the amount of \$175,000, payable in twenty-four (24) equal bi-monthly installments and subject to applicable payroll deductions. The President's annual salary increase will be contingent upon performance and granted by the Board of Trustees. At no time shall the President's total reportable SURS creditable earnings in any year increase by more than 6% total from the prior year's salary.

### **C. BENEFITS**

#### **1. SURS Contribution**

In addition to the annual salary stated in paragraph B.1 of this Agreement, the Board will make a contribution on behalf of the President to the State Universities Retirement System (SURS) in an amount equal to eight percent (8.0%) of the President's salary in satisfaction of the President's statutory contribution to SURS. The President does not have any right or claim to this amount contributed by the Board on the President's behalf except as it may become available at the time of retirement from SURS. Both parties acknowledge that the President 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 the President's future services, knowledge, and experience.

#### **2. Life Insurance**

The Board will provide the President with term life insurance, including Accidental Death and Dismemberment coverage, in the amount of \$55,000. The provisions of this paragraph apply only if Dr. Karen Weiss 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. Karen Weiss will have all the incidents of ownership of the policy.

3. **Mileage**

The Board shall pay reasonable mileage for College business as needed, given standard documentation is provided to the College.

4. **Other Business-Related Expenses**

Standard College policies on travel reimbursements apply to the President.

5. **Administrative Benefits Program ("ABP") Benefits**

The President will receive any leave entitlements and fringe benefits not specifically set forth herein, which are granted to other College administrators under the College's Administrative Benefits Program (ABP).

6. **Phone Stipend**

The President will receive a monthly \$100.00 stipend for her phone usage.

**D. LEAVES**

1. **Vacation**

The President is entitled to twenty (20) paid vacation days per contract year. Accumulation of earned, unused vacation leave days is unlimited. However, upon retirement, only 56 days can be monetarily compensated as severance.

2. **Sick Leave**

The President is entitled to fifteen (15) paid sick leave days per contract year. Accumulation of earned, unused sick leave days is unlimited. However, upon retirement, only 60 days can be monetarily compensated as severance, with the remaining days transferred to SURS to contribute to service credit.

**E. POWERS AND DUTIES**

1. **Authority and Responsibility**

Subject to policies and directives established by the Board and consistent with the Illinois Public Community College Act, the President shall act as the chief executive officer of the College. The President shall have authority and responsibility to organize, direct, manage and oversee the administration of the College in a manner intended to promote and advance the College's best interests. The President serves under the authority or oversight of the Board of Trustees and the Board may further establish and designate the President's essential job responsibilities in a position description adopted by the Board.

2. **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. Any outside consulting work by the President shall be subject to review and approval of the Board Chair. Non-competitive consulting or educational endeavors may be allowed, particularly those that could also benefit the College, such as HLC Peer Review.

## **F. 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.

## **G. TERMINATION**

### **1. Termination Due to Disability**

The Board shall have the right to terminate the President's employment under this Agreement in the event of a "Disability," which is hereby defined as a mental or physical illness, injury or disability which (i) prevents the President from performing her essential job responsibilities as President of the College for (a) substantially all of the regular working days of any six (6) consecutive month period, or (b) the majority of the regular working days of any twelve (12) consecutive month period, or (ii) is of such a catastrophic or permanent nature that it is reasonably certain that the President will be prevented from performing her essential job responsibilities as President of the College for either of the foregoing two periods of time.

### **2. Mutual Agreement**

This Agreement may be terminated upon mutual written consent and agreement of the President and the Board.

### **3. Resignation of the President**

The President shall have the right to terminate her employment under this Agreement upon not less than twelve (12) months' prior written notice to the Board, or such shorter notice period as the Board may accept.

### **4. Termination by the Board for Cause**

The Board shall have the right to terminate the President's employment under this Agreement for "cause" upon the occurrence of any of the following events:

- (a) Any willful, material act of fraud or dishonesty by the President intended to result directly or indirectly in material gain or enrichment for the President at the expense of the College;
- (b) The President being convicted of a felony criminal offense, or of any unlawful act of employment discrimination or harassment, where, in the reasonable judgment of the Board, such conviction is reasonably likely to have a material adverse effect on the President's continued performance of her job responsibilities as President of the College or the interests, status, reputation or goodwill of the College;
- (c) The President's material failure or unwarranted refusal to perform any of her essential job responsibilities as President of the College, as outlined in

the current or amended job description attached hereto as Exhibit A, for any reason other than disability, provided that the President is given written notice of such performance deficiency and fails to remedy such deficiency within thirty (30) days following receipt of such notice;

- (d) The President's material breach of any provision of this Agreement, provided that the President is given written notice of such breach and fails to remedy such breach within thirty (30) days following receipt of such notice; or
- (e) Any act or failure to act which the President should have reasonably known would substantially and adversely impact the College's students, staff, operations, or reputation.

**5. Effect of Termination**

As of the effective date of the termination of the President's employment for any reason, all rights and obligations of the parties under this Agreement shall immediately cease, except as otherwise agreed to herein, including but not limited to paragraph H.

**H. INDEMNIFICATION**

The Board shall defend, indemnify and hold the President harmless from and against any and all claims, demands, causes of action, suits, proceedings, damages, liabilities, judgments, costs and expenses suffered, sustained or incurred by the President as the result of or arising out of the President's good faith performance of her responsibilities as President of the College and her obligations under this Agreement, provided, however, that the foregoing right of indemnification shall not apply in the case of any claim by the Board or the College alleging that the President has breached one or more of her obligations under this Agreement, unless a court of competent jurisdiction determines that such claim by the Board or the College is without merit. The President shall give prompt notice to the Board of any claim asserted or threatened against her, as well any facts, occurrences or events which could result in a claim being asserted or threatened against her. The parties' rights and obligations under this provision shall survive the termination of the President's employment for any reason.

**I. NOTICE**

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

If to the Board, to:  
Southeastern Illinois College  
Attn: Chair of the Board of Trustees  
3575 College Road  
Harrisburg, IL 62946

with a copy to:  
Southeastern Illinois College  
Attn: Secretary of the Board of Trustees  
3575 College Road  
Harrisburg, IL 62946

If to the President, to:  
Dr. Karen Weiss  
(HOME ADDRESS)

All notices shall be given personally, or via an 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 an 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.

**J. INTERPRETATION**

This Agreement shall be interpreted and enforced in accordance with the laws of the State of Illinois, without reference to its rules governing conflicts of law. 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.

**K. ASSIGNMENT**

The rights and benefits of the President under this Agreement are personal to her and may not be assigned or transferred to any other person or entity, except as otherwise expressly provided herein. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the College.

**L. BINDING EFFECT**

The individuals signing this Agreement on behalf of the Board represent and warrant that this Agreement has been duly authorized by the Board, that the Board has the power and authority to execute this Agreement on behalf of the College, that this Agreement constitutes a legal, valid and binding obligation of the Board and the College, and that this Agreement is enforceable against the Board and the College in accordance with its terms.

**M. ENTIRE AGREEMENT/AMENDMENT**

This Agreement contains the entire agreement of the parties and supersedes all prior discussions, representations, negotiations, 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 and approved and signed by the Board and the President in accordance with Sections 805/3-65 and 805/3-75 of the Illinois Public Community College Act.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the 20th day of February, 2024.

**PRESIDENT**

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

By: \_\_\_\_\_  
President's Signature

By: \_\_\_\_\_  
Board Chair Signature

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

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

**ATTEST:**

By: \_\_\_\_\_  
Board Secretary Signature

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