

**ILLINOIS CENTRAL COLLEGE EMPLOYMENT CONTRACT
EXECUTIVE VICE PRESIDENT OF ACADEMIC AFFAIRS**

THIS AGREEMENT is executed as of June 16, 2022, 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 Charles B. Swaim ("Swaim").

A. EMPLOYMENT

1. The College hereby employs Swaim for the period commencing July 1, 2022 and ending June 30, 2023 (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. Swaim hereby agrees to commence his employment with the College in the position of Vice President of Academic Affairs and will devote his full time, skill, labor and attention, to the performance of the duties of such position on behalf of the College. Swaim 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 Swaim under this Agreement.

B. SALARY

1. Swaim will receive an Annual Base Salary for the period from July 1, 2022, through June 30, 2023, equivalent to his Annual Base Salary for the period ending June 30, 2022, of One Hundred Seventy-Eight Thousand and 00/100 Dollars (\$178,000.00) payable in equal monthly payments made at the end of each month; adjusted retroactively to July 1, 2022, by the same percentage increase that may be approved by the Board of Trustees for all other employees of the College not represented by a bargaining unit for such fiscal year. All payments of the Annual Base Salary are subject to such withholdings and deductions required by law or the agreement of the parties.

C. BENEFITS

1. Administrative Employee Benefits

- a. Swaim 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.

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 Swaim. The contribution amount will match dollar-for-dollar the elective contributions made annually by Swaim to the tax-sheltered annuity, but such College contribution shall not exceed Six Thousand Dollars (\$6,000) annually for any year of this Agreement.

3. Reimbursement of Moving Expenses

The College shall reimburse Swaim for the reasonable packing and moving expenses for the relocation of Swaim's household items from his current residence to a residence within the College's district up to the amount of \$5,000 to include travel expense, upon presentation of receipts.

D. EVALUATION

It is the intent of the College that the President shall, at least annually, review the performance of Swaim as the Executive Vice President of Academic Affairs of the College. In evaluating Swaim, 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 Swaim 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 Swaim.
 - b. Retirement of Swaim.

- c. Resignation of Swaim, provided, however, Swaim 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 Swaim unable to perform the essential duties of his job, with or without reasonable accommodation.
- e. Death of Swaim.
- f. Termination for good and just cause. For purposes of the Agreement, "good and just cause" means the following:
 - (1) Swaim'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, Swaim 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 Swaim, outside the scope of his employment by the College hereunder, which is detrimental to the reputation of Swaim in the community;
 - (3) Misconduct by Swaim, 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 Swaim for good and just cause, and the giving of written notice to Swaim specifying in detail the grounds for such termination. Upon Swaim's receipt of written notice from the College pursuant to this Section, Swaim 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 Swaim'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 Swaim at any time after Swaim 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 Swaim to submit to a medical examination, either physical or mental, whenever the College deems that Swaim 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. Swaim 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 Swaim 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 Swaim upon termination, except in compliance with the specific provision of Paragraph C.1.

F. INDEMNIFICATION

The College will indemnify, defend, and hold Swaim 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 Swaim as the result of, or arising out of, or asserted against Swaim because of the performance of his duties and responsibilities as the Executive Vice President of Academic Affairs of the College.

G. NOTICE

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

If to the College, to:

Kelly Daniels, Chairperson or to any subsequent College Chair
c/o Illinois Central College
1 College Dr.
East Peoria, IL 61635

with a copy to:

Sue Bulitta, College Secretary or to any subsequent College Secretary
c/o Illinois Central College
1 College Drive
East Peoria, IL 61635

If to the Vice President of Academic Affairs, to:

Charles B. Swaim or to Swaim's Residence
c/o Illinois Central College
1 College Drive
East Peoria, IL 61635

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

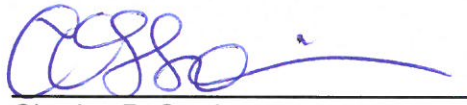
This Agreement contains the entire agreement of the parties and supersedes all prior discussions, representations, commitments, and agreements between the parties with respect to the subject matter hereof. No modification or amendment of this Agreement shall be deemed valid unless in writing properly

approved and authorized by the college Chair and signed by the Vice President of Academic Affairs.

[SIGNATURES ON FOLLOWING PAGE]

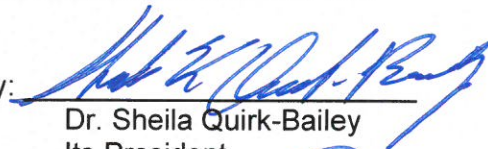
IN WITNESS WHEREOF, the parties have executed this Agreement as of
_____, 2022.

EXECUTIVE VICE PRESIDENT
OF ACADEMIC AFFAIRS




Charles B. Swaim

BOARD OF TRUSTEES COMMUNITY
COLLEGE DISTRICT NO. 514

By: 

Dr. Sheila Quirk-Bailey
Its President

By: 

Board Chair

