

EMPLOYMENT AGREEMENT

AGREEMENT made this 20th day of December 2022, by and between the BOARD OF TRUSTEES, ILLNOIS VALLEY COMMUNITY COLLEGE DISTRICT NO. 513, herein referred to as (“the Board”), and Dr. Tracy L. Morris, herein referred to as (“Morris”), ratified by a motion adopted at the special meeting of the Board held on December 20, 2022, and as found in the minutes of that meeting.

WHEREAS, in consideration of the mutual promises and agreements herein contained, the Board agrees to employ Morris, and Morris agrees to work for the Board under the following terms:

IT IS AGREED:

1) Employment. Morris is hereby retained from April 1, 2023 through June 30, 2023 as President Elect. Morris shall serve from July 1, 2023 to June 30, 2026 as President of Illinois Valley Community College District No. 513 pursuant to the terms set forth below.

2) Duties. The Duties and responsibilities of Morris as President Elect shall include participating in institutional decisions and discussions, meeting with internal and external stakeholders, and participating in training and mentoring provided by the current President, Jerome M. Corcoran. The duties and responsibilities of Morris as President of this District are intended to be all those duties incident to the office of President as set forth in the job description, Board Policy Manual, and those duties imposed by the laws of the State of Illinois. The President shall have charge of the Administration of the College under the direction of the Board.

The Board of Trustees agrees, if practicable, to receive the recommendations of Morris as President before acting upon the appointments of staff or the enactment of instructional and management programs and major fiscal policies.

Morris shall perform as President such other duties as from time to time may be assigned to Morris by the Board of Trustees.

3) Salary. Commencing on April 1, 2023, the Board agrees to make the eight percent (8%) retirement contribution to the State University Retirement System (SURS) heretofore made by Morris. Commencing on April 1, 2023, in consideration of a salary of Two Hundred Five

Thousand and 00/100 Dollars (\$205,000.00) per annum, which is exclusive of the retirement contribution which is to be made by the Board to the State Universities Retirement System (SURS), for the benefit of Morris, Morris hereby agrees to perform faithfully the duties of President for this District as described in Section 2 of this Agreement. The annual salary shall be paid in equal installments in accordance with the policy of the Board governing payment of salary to other members of the professional staff. The Board retains the rights to adjust the annual salary and benefits of Morris during the term of this Agreement provided that any salary or benefits adjustment does not reduce the annual salary or benefits below the figure stated in their Agreement. Any adjustment in salary or benefits made during the life of this Agreement shall be in the form of an amendment, and after duly acted upon by the Board, shall become a part of this Agreement. The Board's obligation to pay Morris under this Agreement, among other reasons, shall be dependent upon the nonoccurrence of the following events: 1) dismissal for cause, 2) death or disability of Morris, or 3) mutual termination of the Agreement.

The Board and President acknowledge and agree that the salary, compensation, and benefit 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 Agreement year which are used by SURS to calculate the President's final rate of earnings ("FRE") for SURS retirement annuity purposes to the extent such is applicable. 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.

4) Bonus. If the Semester Unrestricted and Semester Restricted Instructional Credit Hour Submissions (hereinafter "SUSR") for FY 2024 shows an annual increase of 900 or more total credit hours as compared to the SUSR for FY 2023 then the President shall receive, with her last paycheck for FY 2024, a bonus equal to two percent (2%) (minus taxes and other appropriate deductions) of her then-current annual salary. The President shall likewise receive at the end of FY 2025 a two percent (2%) bonus calculated and payable in the same manner if the FY 2025 SUSR shows an increase of 900 or more total credit hours as compared to the SUSR for FY 2024. The President shall likewise receive at the end of FY 2026 a two percent (2%) bonus calculated and payable in the same manner if the FY 2026 SUSR shows an increase of 900 or more total credit hours as compared to the SUSR for FY 2025.

5) Evaluation. Annually, but no later than April 1 of each calendar year beginning in 2024, Morris shall be evaluated by the Board. Such evaluation shall be in writing and based upon an evaluation form mutually developed by the Board and Morris and ultimately approved by the Board. Morris shall have the right to meet with the Board to discuss the evaluation and to provide written comments with respect to the evaluation.

6) Dismissal for Cause.

A) Good Cause. The Board may terminate Morris's employment as President for good cause. Good cause shall mean any conduct, act or failure to act by Morris that is detrimental to the best interests of the College, including but not limited to failure to comply with the terms and conditions of this Agreement. Good cause shall also include any conduct, act, or failure to act by the President which violates the Policies of the Board and/or any legal obligation. The Board may not act arbitrarily or capriciously in calling for the dismissal of Morris ostensibly based upon the existence of good cause. The procedure followed by the Board in terminating Morris for any reason other than a termination by agreement shall afford Morris constitutionally mandated due process. Reasons for discharge for reasonable cause shall be given in writing to the President, who shall be entitled to notice and hearing before the Board to discuss such causes. Such a Board hearing shall be conducted in Closed Session if statutorily authorized.

B) Disability. The Board may terminate this Agreement at any time by reason of Morris's continued physical or mental incapacity to the extent it prevents Morris from performing the essential functions of the positions set forth herein. Should Morris be unable to perform the duties and obligations of this Agreement by reason of illness, accident or other cause beyond Morris's control, the Board, at its option, may terminate this Agreement following: 1) expiration of all accumulated sick days and vacation days (exclusive of legal holidays); 2) compliance with all state and federal statutes; and 3) compliance with Board policy for administrative staff, whereupon the respective duties, rights, and obligations of the parties shall terminate, but for fringe benefit provisions which survive the Agreement.

C) Death. If Morris dies during the term of this Agreement, the Board of Trustees shall pay to Morris's estate only any compensation that was earned by Morris prior to her death but was unpaid.

D) Termination by Agreement. During the term of this Agreement, the Board and Morris may mutually agree to terminate this Agreement upon a mutually agreed date. If this

Agreement is terminated by agreement, the benefits and compensation shall likewise terminate on a mutually agreed upon date.

7) Termination Negotiations. In the event the Board initiates negotiations with Morris with respect to a discharge for good cause or termination by agreement, Morris agrees to negotiate with the Board. In the event that Morris decides not to renew the Employment Agreement, Morris shall provide written notice of same to the Board Chair as soon as practicable.

8) Professional Activities. Morris shall as President be encouraged to attend appropriate professional and service organization meetings at the local and state levels. Travel and attendance for out-of-state professional meetings and conferences shall be planned in consultation with the Board, and the cost of such attendance will be supported by the District and will be in the budget adopted by the Board. Morris may, with Board approval, undertake consultative work, speaking engagements, writing, lecturing or other professional or service duties, obligations and activities. Morris may not jeopardize the functioning of the College by any lengthy and conspicuous absence for such professional activities.

9) Benefits. Morris shall as President receive the same fringe benefit package provided other administrative personnel dental and life insurance.

10) Transportation Expenses. The Board shall pay to Morris as President monthly, a mileage reimbursement at the established IRS mileage rate, said reimbursement to be for expenses incurred for the use of a personal vehicle for College business.

11) Expense Account. All expenses for entertainment, lodging, food, telephone calls, and other expenses incurred by Morris as President in promoting the welfare and carrying out the business of Illinois Valley Community College shall be supported by receipts for such expenditures, and said receipts shall be presented to the Vice President for Business Services and Finance; and upon approval by the Chair or Vice Chair of the Board of Trustees, Morris shall be reimbursed for such expenses. These expenses shall include professional and community membership fees such as Chambers of Commerce and other like expenses which support the welfare of the College.

12) Medical Examination. Within thirty (30) days of the commencement of this Agreement, the President shall provide the Board Chair with a physician's written verification of the President's fitness to perform the essential functions of the positions of President Elect and President. Each year during the term of this Agreement, Morris shall submit to a medical

examination, with the appropriate medical services and tests to be of Morris's choosing. However, the District shall pay no more than Five Hundred and 00/100 Dollars (\$500.00) towards the charges for said medical services and tests. To the extent permissible by state and federal law, the results of the examination and tests, if bearing upon the ability of Morris to carry out the job responsibilities, shall be shared with the Board Chair.

13) Notice. Any notice of communication permitted or required under this Agreement shall be in writing and shall become effective on the day of service thereof by personal service or by first class mail, registered or certified, return receipt, postage prepaid, sent to the parties at their respective addresses, or at such other addresses as the parties may from time to time advise in writing. Service by mail, as provided above, shall be deemed made upon deposit in the mail.

14) Management Rights. Nothing contained in this document shall be construed to restrict or limit the rights granted to this Board by virtue of the laws of the State of Illinois.

15) Miscellaneous.

A) This Agreement has been executed in Illinois and shall be governed in accordance with the laws of the State of Illinois in every respect.

B) Paragraph headings and numbers have been inserted for convenience of reference only, and if there shall be any conflict between any such headings or numbers and the text of this Agreement, the text shall control.

C) This Agreement may be executed in one or more counterparts, each of which shall be considered an original, and all of which taken together shall be considered one and the same instrument.

D) This Agreement contains all of the terms agreed upon by the parties with respect to the subject matter of this Agreement and supersedes all prior agreements, arrangements and communications between the parties concerning such subject matter whether oral or written.

E) Any ambiguities in this Agreement will not be strictly construed against the drafter of the language, but shall be resolved by applying the most reasonable interpretation under the circumstances, giving full consideration to the intentions of the parties at the time of signing this Agreement.

16) Attorney's Fees. If any party commences a legal proceeding to enforce any of the terms of this Agreement the prevailing party in such action may request reasonable attorney's fees, court costs, and expert fees from the other party, which may be fixed by the Court in the same action.

IN WITNESS THEREOF, the parties have caused this Agreement to be executed in their respective names and in the case of the Board, by its Chair and Secretary, on the day and year first written above.

Dr. Tracy L. Morris

Illinois Valley Community College
District No. 513

Chair, Board of Trustees

Secretary, Board of Trustees