

PRESIDENT'S EMPLOYMENT AGREEMENT

2023 - 2027

THIS EMPLOYMENT AGREEMENT is made on the date hereinafter set forth by and between the Board of Trustees ("Board") of Community College District #518 ("Carl Sandburg College") and SEAMUS J. REILLY ("Dr. Reilly").

WITNESSETH:

For and in consideration of the mutual covenants and agreements contained herein, it is agreed by and between the parties hereto as follows:

1. EFFECTIVE DATE

This Employment Agreement is effective as of July 1, 2023 and it supplants, supersedes and replaces all prior verbal or other agreements, amendments to and/or revisions thereof.

2. TERM OF EMPLOYMENT

The Board does hereby employ Dr. Reilly as President of Carl Sandburg College for a period of four (4) years, commencing on July 1, 2023 and ending on June 30, 2027. Dr. Reilly agrees to accept such employment and to carry out the duties of the position of President under the direction of the Board and in accordance with the laws of the State of Illinois and such rules, regulations, policies and directions promulgated by the Board.

3. SALARY

Dr. Reilly will receive an annual salary for the 2023-2024 fiscal year in the amount of \$215,757.00.

The President will receive an annual salary increase in an amount to be determined by the Board, but not to exceed 6% over the prior year's salary, for each subsequent contract year taking into consideration the Board's annual review and assessment of the President's performance.

Dr. Reilly's salary shall be paid in equal installments in accordance with applicable policies of Carl Sandburg College and subject to applicable payroll deductions.

In addition to said annual salary, the Board shall pick up and pay, on Dr. Reilly's behalf, the entire member contribution payment, an amount equal to eight percent (8%) of the President's salary or as otherwise determined by law, to the State Universities Retirement System ("SURS"). The Board shall pick up and pay on Dr. Reilly's behalf, the entire annual CIP Insurance Contribution payment to SURS of 0.5% of the President's salary. It is the intention of the parties to qualify such payments picked up and paid by the Board on Dr. Reilly's behalf as employer payments pursuant to Section 414(h) of the *Internal Revenue Code of 1986*, as amended. Dr. Reilly shall have no right or claim to the funds so remitted except as such funds may subsequently become available upon retirement or resignation from SURS.

In no event should any increase in salary for any fiscal year of Dr. Reilly's employment cause an increase in total creditable earnings over the prior fiscal year in excess of six percent (6%) for any Agreement year used by the State Universities Retirement System ("SURS") to calculate the final rate of earning for annuity calculation purposes. The Board reserves the right to adjust the compensation and/or benefits provided under this Agreement to prevent the President's compensation from exceeding and/or to address the effects of having exceeded, the SURS six percent (6%) annual earnings cap.

4. BENEFITS

a. VACATION TIME

Dr. Reilly shall be entitled to twenty four (24) workdays of vacation, exclusive of legal holidays and any other period campus-wide closure of Carl Sandburg College per contract year. Vacation days should generally be taken during the contract year in which they are earned. Dr. Reilly will be permitted to accumulate fifty-six (56) days of unused vacation time. Any vacation time beyond this accrual limit not so used will be forfeited. All vacation time granted under this Agreement for each year must be used by Dr. Reilly as set forth in Board Policy.

b. VEHICLE ALLOWANCE

As a condition of employment, Dr. Reilly is required to own or lease a vehicle for business purposes. As Dr. Reilly shall be required to travel between campuses and make other business-related trips, it is recognized that Dr. Reilly will incur certain expenses of a business nature for the use of said vehicle. The Board shall provide Dr. Reilly with an annual vehicle allowance of \$20,200. Dr. Reilly shall bear all costs associated with the purchase, upkeep and maintenance of said vehicle. Dr. Reilly, at his cost, shall maintain automobile insurance coverages for business usage of said automobile in such amounts as are acceptable to the Board based upon coverages maintained by the Board for non-owned automobiles. It shall be Dr. Reilly's sole responsibility, if necessary, to maintain appropriate documentation of the business use of his vehicle for his personal income tax purposes.

c. OTHER BUSINESS-RELATED EXPENSES

The Board will reimburse Dr. Reilly for reasonable, out-of-pocket business expenses to include:

- i. Membership dues for professional associations as approved by the Board
- ii. Attendance at and participation in educational conferences, conventions, workshops, seminars and similar professional activities and events as approved by the Board;
- iii. Association dues and club membership attributable to the President's engagement in activities with local service and civic organizations as approved by the Board;
- iv. Professional travel for Foundation giving and fundraising efforts as approved by the Board.

The Board's reimbursement of expenses is subject to Dr. Reilly submitting expense reports and substantiating documentation to support requests for reimbursement, in addition to complying with any other requirements of applicable Board policy.

d. INSURANCE

The Board shall pay the full premium cost of participation by the President, his spouse, and any eligible dependents, in the College's medical and dental program, in a manner consistent with applicable federal or state laws or regulations. The Board shall provide term life insurance coverage, including Accidental Death and Dismemberment coverage, in the amount of two (2) times the President's annual salary. The Board shall provide all other insurance in accordance with the basic insurance coverage provided to administrative staff.

e. DEFERRED COMPENSATION

From the President's annual salary, the President may, beginning July 1, 2023, elect to defer any dollar amount to a College 403(b) Plan and/or 457 Plan, subject to the limits set forth in 402(g) of the Internal Revenue Code. The Board will make an annual contribution matching dollar-for-dollar the elective contributions made annually by the President to the tax-sheltered annuity, subject to the vesting requirements of the plan, but such Board contribution shall not exceed Fifteen Thousand Dollars (\$15,000) for any year of this Agreement.

f. OTHER WORK

Upon prior agreement of the Board, Dr. Reilly may undertake consultant work, speaking engagements, writing, lecturing or other professional duties and obligations. Prior agreement of the Board will not be required where Dr. Reilly utilizes vacation time for such purposes.

5. ADMINISTRATIVE EMPLOYEE BENEFITS

In addition to the benefits herein, Dr. Reilly will receive any fringe benefits not specifically set forth herein which are granted to all other full-time College administrative personnel.

6. DUTIES AND RESPONSIBILITIES

Dr. Reilly shall devote substantially all of his professional time, attention and skills to the performance of responsibilities as President of Carl Sandburg College. Dr. Reilly shall give reasonable notice to the Board Chair of any extended absence from the office.

The President shall act as the chief executive officer of Carl Sandburg College. The President shall have the 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 and consistent with the Illinois Community College Act, other applicable laws and regulations, and the policies and directives established by the Board. The President will make such recommendations to the Board concerning programs; personnel appointment, promotion or termination; major expenditures; and faculty, staff and student policy, which in the President's best professional judgment are necessary or desirable for College operations.

The President oversees long range planning; student and faculty recruitment; institutional, faculty and educational leadership; development; and public and alumni relations. The President may organize or reorganize the administration and supervisory staff; direct, assign, place and transfer all employees; and organize and administer the educational, operational and financial affairs of the College.

The President performs all other duties incident to the office of the chief executive officer of a community college such other duties as may be prescribed by the Board and is authorized to exercise all necessary powers and authority incidental thereto.

The Board collectively and individually shall promptly refer all criticisms, complaints and suggestions regarding matters pertaining to College operations called to their attention, to Dr. Reilly for study and recommendation. The President shall be responsible for communicating with the Board on a regular and continuing basis so that the Board is advised of matters which might require guidance from the Board.

7. PERFORMANCE EVALUATION

At least annually, but not later than June 1 of each fiscal year during the term of this Agreement, the Board and Dr. Reilly will review his progress towards established organizational goals and his overall performance. The Board will provide Dr. Reilly with a written evaluation by June 30 of each fiscal year during the term of this Agreement.

8. TERMINATION OF EMPLOYMENT / SEVERANCE

A. This Employment Agreement may be terminated by:

- (1) Resignation by written notice to the Board at least ninety (90) days prior to the effective termination date;
- (2) Mutual agreement of the parties;
- (3) Termination by the Board with or without prior notice, provided that upon unilateral termination of this President's Employment Agreement by the Board, Dr. Reilly shall receive a severance payment not to exceed one-year of his base salary then in effect.
- (4) Discharge for cause. Discharge for cause shall be for any conduct, act, or failure to act by Dr. Reilly which is detrimental to the best interests of Carl Sandburg College, which violates College policy, Board directive or the terms of this Agreement, or which otherwise adversely impacts the operations of the College, as determined by the Board. In the event the Board is considering discharge under this section, the President will be provided with the specific reason(s) for discharge and an opportunity to address the grounds for discharge before the Board prior to final Board action. If Dr. Reilly chooses to be accompanied by legal counsel, he shall bear any cost therein involved. The Board meeting shall be conducted in closed session. The Board may prohibit Dr. Reilly from performing duties and may suspend compensation under this Agreement prior to final Board action to discharge for cause.

B. In the event of a termination of this Agreement by Dr. Reilly or by mutual agreement of the parties, or in the event that this Agreement is terminated as a result of Dr. Reilly's discharge for cause, the severance payment provisions described in subsection A.(3) above shall not apply.

9. NOTICE

Any notice or communication permitted or required under this Agreement shall be in writing and shall become effective upon hand delivery to Dr. Reilly or the Board President and Secretary, or on the day of mailing thereof by First Class Mail, Registered or Certified Mail, postage prepaid, addressed:

If to the Board, to: Board Chair
2400 Tom L. Wilson Blvd.
Galesburg, IL 61401

If to Dr. Reilly, to: 847 N. Academy St Galesburg, Illinois 61401

10. 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. Venue for any dispute pertaining to this Agreement shall be in Knox County, Illinois.

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

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

E. This Agreement shall be binding upon and inure to the benefit of Dr. Reilly, her successors, assigns, heirs, executors, and personal representatives, and shall be binding upon, and inure to the benefit of the Board, its successors and assigns.

F. Both parties have had the opportunity to seek the advice of counsel.

G. Except as may otherwise be provided, no subsequent alteration, amendment, change, or addition to this Agreement shall be binding upon the parties unless reduced to writing and duly authorized and signed by each of them.

H. If any section, provision, paragraph, phrase, clause or word contained herein is held to be void, invalid or contrary to law by a court of competent jurisdiction, it shall be deemed removed from the Agreement and the remainder of this Agreement shall continue to have its intended full force and effect.

IN WITNESS WHEREOF, the parties hereto 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 below.

PRESIDENT

Seamus J. Reilly

Date: _____

BOARD OF TRUSTEES

By: _____
Board Chair

Attest: _____
Secretary

Date: _____