

EMPLOYMENT AGREEMENT

BETWEEN
**PRESIDENT OF WABASH VALLEY COLLEGE AND
IECC VICE CHANCELLOR OF STUDENT AFFAIRS
AND
ILLINOIS EASTERN COMMUNITY COLLEGES, DISTRICT #529**

The **BOARD OF TRUSTEES** (the “Board”) of ILLINOIS EASTERN COMMUNITY COLLEGES, DISTRICT #529 (the “District”) and **MATTHEW FOWLER** (the “President”), for the consideration specified herein, enter into the following agreement on this 20th day of June, 2023.

1. EMPLOYMENT TERM AND RENEWAL. The District does hereby employ the President and the President accepts employment upon the terms and conditions set forth herein, for a period commencing July 1, 2023, and ending on June 30, 2025. By March 1, 2024, the District may provide the President with written notice of its intent to renew this Agreement for an additional one (1) year period on the same terms and conditions as are applicable at the expiration of the initial employment term, or such terms as otherwise agreed upon by the District and the President in writing. If no notice of intent to renew is provided by March 1, 2024, this Agreement shall be automatically terminated on June 30, 2025.
2. EVALUATION. The District and the President agree that periodically they shall mutually discuss and evaluate their working relationship, rapport and understanding. On or before the expiration of the first year of the Agreement, unless mutually waived by both parties, the President’s performance shall be appraised by the Chancellor to whom the President shall directly report, and a written evaluation of that performance given to the President. The

President shall advise the Chancellor in writing on or before December 31st of each year of the contract, of this evaluation provision in the Agreement.

3. SALARY AND BENEFITS. The President's annual salary in payment for the President's services under this Agreement shall be One Hundred Sixty-Four Thousand Six Hundred and Seventy Five Dollars (\$164,675). The President's annual salary shall be reviewed annually and may be increased but not decreased at the discretion of the Board. Such annual salary review will be in conjunction with a performance evaluation conducted by the Chancellor. The District shall make such deductions from the President's salary as are required by law or as may be requested by the President and agreed to by the District, including deductions for any budget-required furlough holidays. Additionally, the District agrees to provide the President the following:

- a. Health Insurance. During the term of this Agreement, the District will provide group medical and dental insurance benefits on the same terms and conditions as other District employees.
- b. Life Insurance. During the term of this Agreement, the District shall obtain for the President term life insurance on the same terms as the District's plan for its other employees.
- c. Automobile Allowance. The District shall provide as compensation to the President an automobile travel allowance in the amount of Seven Hundred and Fifty Dollars (\$750.00) per month annualized, paid out bi-weekly, for automobile expenses incurred by the President in connection with the performance of his duties for and on behalf of the District pursuant to the District's directions. Any payments made on a monthly basis, shall be reported as taxable income.

d. Electronic Device. The District shall provide an allowance to the President for an electronic device in the amount of \$80 per month, annualized, paid out bi-weekly for the use of private electronic devices that are used for college communications.

4. DUTIES AND OUTSIDE COMMITMENTS. The President agrees to perform faithfully the duties of President and Vice Chancellor of Student Affairs and shall be responsible for overseeing the day-to-day operations of Wabash Valley College (including but not limited to Community/Public Relations, Foundations, Operations & Maintenance, Safety & Security, and Athletics) as well as all administrative, educational and financial matters pertaining to IECC's Student Affairs division as well as any such other functions as may be assigned by the Chancellor. The President shall be responsible for communicating with the Chancellor on a regular and continuing basis so that the Chancellor is advised on a timely basis of matters of local importance, or which might require administrative, financial or policy guidance from the Chancellor. The President agrees to devote their full time, skill, labor and attention to their employment with the District during the term of this Agreement; provided, however, that the President may undertake, by prior notice to the Chancellor, consultation, speaking engagements, writing, lecturing or other professional duties and obligations and retain compensation or honoraria derived from such work, as long as these do not, in the opinion of the Chancellor, conflict or interfere with the performance of their duties as President and Vice Chancellor of Student Affairs. In the event the President shall receive compensation of any kind, exclusive of travel expenses, for outside engagements, the President is limited to Ten (10) such days annually, unless otherwise approved by the Chancellor, and subject to existing District leave policies.

5. TERMINATION OF AGREEMENT. This Employment Agreement may be terminated by:

- a. Mutual agreement.
- b. Retirement of President.
- c. Death of President.
- d. Expiration of this Agreement.
- e. Disability of President. Disability shall be defined as the President's inability to perform the duties and obligations of this Agreement (with or without reasonable accommodation), by reason of illness, accident or other cause beyond the President's control, which disability exists for a period of more than three (3) months and is certified by a licensed physician.
- f. Discharge for Cause. Discharge for cause shall be conduct which is highly detrimental to the District or the Board or any of its employees or Trustees, including but not limited to President's: failure to abide by any recognized professional standard, including any ethical standard; demonstrated failure to perform work correctly and in a prudent manner; dishonesty or commission of a felony or crime involving moral turpitude; insubordination; performance of services under the influence of alcohol, illegal drugs, or other substances that could adversely affect the services provided; breach of any other material obligations, or violation of local, state, or federal laws, or other conduct that reflects great discredit upon the District, the Board or President or seriously impairs the President's continued effectiveness as President. Reasons for discharge for cause shall be given in writing to the President, who shall be entitled to appear

before the Board to discuss such causes. If President chooses to be accompanied by legal counsel, they shall bear any such costs involved therein. Such meeting shall be conducted in executive session, upon a minimum of two (2) working days' notice. President shall be provided with a written decision stating the Board's determination as a result of the meeting within five (5) working days thereafter.

6. MEDIATION. The parties agree that if any dispute as to whether cause for termination exists that cannot be resolved through negotiation, the parties agree first to try in good faith to settle the dispute by the Employment Mediation Rules of the American Arbitration Association before resorting to litigation or some other dispute resolution procedure. Such mediation shall be requested in writing by either party within ten (10) days after notice of termination is received or the Board's determination is provided if the President requested appearance before the Board in accordance with the provisions set forth in subparagraph (f) above. The parties agree that the mediator will be mutually selected by agreement of the parties; if no agreement can be reached within ten (10) days after notice of mediation is received, the parties will request the AAA to appoint a mediator in accordance with the Mediation Rules. The parties agree that mediation shall be scheduled within thirty (30) days after the selection of the mediator, unless otherwise mutually extended by the parties.

7. REASSIGNMENT. The Board retains the option at its sole discretion to reassign President to another position within the District without a loss of compensation or other benefits provided in this Agreement.

8. LAWS OF ILLINOIS. It is agreed that this Agreement is subject to the laws of the State of Illinois and that a lawsuit or dispute arising under this Agreement shall be adjudicated in accordance therewith.

9. SAVINGS CLAUSE. In the event any section or portion of this Agreement is held invalid or unenforceable by any agency or court of competent jurisdiction or by reason of any existing or subsequently enacted legislation, such decision or legislation shall apply only to the specific section or portion thereof specifically affected by such decision or legislation and the remaining sections or portions of this Agreement shall remain in full force and effect.

10. ENTIRE AGREEMENT AND NOTICES. 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 contracts, agreements, arrangements and communications between the parties concerning such subject matter, whether oral or written. Any notices or communication permitted by this Agreement shall be deemed sufficient if in writing delivered in person or sent by mail to the residence or office of President and to the Board Chair at the following addresses:

Matthew Fowler
President & VCSA
Wabash Valley College
2200 College Drive
Mount Carmel, IL 62863

Chair, IECC Board of Trustees
Illinois Eastern Community Colleges
233 East Chestnut Street
Olney, Illinois 62450

11. APPROVAL. The approval by the Board of this Agreement has been provided and is evidenced by the signature of the Board Chair affixed hereto.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed
this 20th day of June 2023.

Board of Trustees of the
ILLINOIS EASTERN COMMUNITY COLLEGES, DISTRICT #529

By _____
Chair, IECC Board of Trustees

President, Wabash Valley College
IECC Vice Chancellor of Student Affairs

By _____
Matthew Fowler