

**EMPLOYMENT AGREEMENT
BETWEEN
CHANCELLOR OF
ILLINOIS EASTERN COMMUNITY COLLEGES
AND
BOARD OF TRUSTEES OF ILLINOIS EASTERN COMMUNITY COLLEGES**

The BOARD OF TRUSTEES (the "Board") of ILLINOIS EASTERN COMMUNITY COLLEGES, DISTRICT #529 (the "District") and RYAN GOWER ("Chancellor"), for the consideration specified herein, enter into the following agreement on this 27th day of April, 2021.

1. EMPLOYMENT TERM AND RENEWAL. The District does hereby employ the Chancellor and the Chancellor accepts employment upon the terms and conditions set forth herein, for a period commencing on September 1, 2021, and ending on August 31, 2025. By March 1, 2024, the District will provide the Chancellor 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 Chancellor in writing. If no notice of intent to renew is provided by March 1, 2024, this Agreement shall be automatically terminated on August 31, 2025.

2. SALARY AND BENEFITS. The Chancellor's annual salary in payment for the Chancellor's services under this Agreement shall be One Hundred Seventy-Eight Thousand, and Sixty-Three Dollars (\$178,063) and shall be increased September 1st of each year of the contract by the same percentage amount approved for all other administrative employees of the District. The District shall make such deductions from the Chancellor's salary as are required by law or as may be requested by the Chancellor and agreed to by the District, including deductions for any budget-required furlough holidays. Additionally, the District agrees to provide the Chancellor the following:

- a. Health Insurance. During the term of this Agreement, the District will pay the full monthly premiums required of the Chancellor for basic single group medical and dental insurance coverage on the same terms as the District's

plan for its other administrative employees.

- b. Life Insurance. During the term of this Agreement, the District shall obtain for the Chancellor term life insurance on the same terms as the District's plan for its other administrative employees.
- c. Retirement. During the term of this Agreement, the District will pay as compensation the full monthly employee contribution required of the Chancellor for State Universities Retirement System benefits.
- d. Automobile Allowance. The District shall provide as compensation to the Chancellor an automobile travel allowance in the amount of Seven Hundred Dollars (\$700) per month, annualized, paid out bi-weekly, for automobile expenses incurred by the Chancellor in connection with the performance of his duties for and on behalf of the District pursuant to the District's directions. All payments made on a monthly basis, shall be reported as taxable income.
- e. Final Pay Upon Last Day of Service. In addition to the Chancellor's final wage of salary, automobile allowance, and State Universities Retirement payments made by the Board of Trustees, the Board agrees to pay one month's salary, in addition to any accumulated vacation days, and include such payment in his final paycheck as of the last day of service.

3. DUTIES AND OUTSIDE COMMITMENTS. The Chancellor agrees to perform faithfully the duties of Chancellor and shall be responsible for overseeing the administrative, educational and financial matters pertaining to Illinois Eastern Community Colleges and the entire operations thereof, and such other functions as may be assigned by the Board, to whom the Chancellor shall directly report. The Chancellor shall be responsible for communicating with the Board of Trustees on a regular and continuing basis so that the Board is advised on a timely basis of matters which might require administrative or policy guidance from the Board. The Chancellor agrees to devote his full time, skill, labor and attention to his employment with the District during

the term of this Agreement; provided, however, that the Chancellor may undertake, by prior notice to the Board, 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 Board, conflict or interfere with the performance of his duties as Chancellor.

4. EVALUATION. The District and the Chancellor 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 Chancellor's performance shall be appraised by the Board and a written evaluation of that performance given to the Chancellor. The Chancellor shall advise the Board in writing on or before December 31, of each contract year, of this evaluation provision in the Agreement.

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

- a. Mutual agreement;
- b. Retirement of Chancellor;
- c. Death of Chancellor;
- d. Expiration of this Agreement;
- e. Disability of Chancellor. Disability shall be defined as Chancellor'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 Chancellor'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 the Chancellor'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 the Chancellor or seriously impairs the Chancellor's continued effectiveness as Chancellor. Reasons for discharge for cause shall be given in writing to the Chancellor, who shall be entitled to appear before the Board to discuss such causes. If the Chancellor chooses to be accompanied by legal counsel, he shall bear any such costs involved therein. Such meeting shall be conducted in executive session, upon a minimum of two (2) working days' notice. The Chancellor 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 Chancellor 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.

Mediation expenses shall be paid by the Board of Trustees.

7. REASSIGNMENT. The Board retains the option at its sole discretion to reassign the Chancellor 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 the Chancellor and to the Board Chair at the following addresses:

Ryan Gower
Chancellor
Illinois Eastern Community Colleges
233 East Chestnut Street
Olney, Illinois 62450

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 27th day of April 2021.

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

By _____
Chair, IECC Board of Trustees

By _____
Ryan Gower
Chancellor
Illinois Eastern Community Colleges