



**BOARD OF TRUSTEES**  
**Community College District No. 522**  
**Marsh Conference Room**  
**Belleville Campus**

**AGENDA**  
**February 19, 2020**  
**5:30 p.m.**

- I. CALL TO ORDER BY CHAIRMAN**
- II. PLEDGE OF ALLEGIANCE**
- III. ROLL CALL BY SECRETARY**
- IV. PUBLIC COMMENTS**
- V. CONSIDERATION OF APPROVAL OF ITEMS ON THE CONSENT AGENDA**

**■ VI. APPROVAL OF MINUTES**

- A. Regular Board Meeting, January 22, 2020**
- B. Executive Session, January 22, 2020**

**VII. APPROVAL OF BILLS**

<b>Education Fund</b>	<b>\$1,742,368.44</b>
<b>Operations &amp; Maintenance Fund</b>	<b>280,670.95</b>
<b>Restricted Purposes Fund</b>	<b>415,605.59</b>
<b>Trust &amp; Agency Fund</b>	<b>13,360.96</b>
<b>Audit Fund</b>	<b>4,820.00</b>
<b>Liability, Protection &amp; Settlement Fund</b>	<b>39,839.94</b>
<b>Grand Total All Funds:</b>	<b>\$2,496,665.88</b>

## ■ VIII. PLANNING AND POLICY COMMITTEE REPORT

### A. FIRST READING OF PROPOSED AMENDMENTS TO BOARD POLICIES

#### 1. Consideration of the recommendation to approve first reading of:

**Board Policy 2002: Formulation of Board Policy**  
**Board Policy 2006: Position Description - Secretary**  
**Board Policy 2007: Position Description - Treasurer**  
**Board Policy 2008: Position Description - College Attorney**  
**Board Policy 2011: Appointment of Audit Firm**  
**Board Policy 2012: Protection from Civil Suit**  
**Board Policy 2013: Legal Counsel**  
**Board Policy 2015: Board Information**

## ■ IX. FACILITIES AND FINANCE COMMITTEE REPORT

### A. CONTRACT RENEWALS/UPGRADES

1. Consideration of the recommendation to approve contract with Clearwave, Harrisburg, IL to expand internet bandwidth for Belleville Campus instructional labs at \$1,900 per month and Starbucks at \$299 per month for a period of 36 months.
2. Consideration of the recommendation to extend the current contract with Pepsi Beverages Company, St. Louis, MO from June 30, 2023 to June 30, 2026, subject to review by the Board Attorney.
3. Consideration of the recommendation to ratify advertising contract with Belleville News-Democrat/McClatchy from February 20, 2020 through February 3, 2021 for a total of \$23,564.00.

### B. PURCHASES/BID AWARDS

1. Consideration of the recommendation to purchase NetEqualizer Traffic Shaper Appliances from APConnections, Lafayette, CO to support bandwidth expansion at all campuses for \$36,800, which includes one year of support, and to purchase an additional year of support for \$8,000.
2. Consideration of the recommendation to purchase a PowerEdge R740 server from Dell, Round Rock, TX to replace the current Blackboard server to include licensing costs and seven years' maintenance for a total cost of \$34,559.54.
3. Consideration of the recommendation to ratify the purchase of a fork truck simulator from Raymond Heubel Shaw, Earth City, MO in the amount of \$105,000.

4. **Consideration of the recommendation to award the purchase of a boiler for the Main Complex and a chiller for the Schmidt Art Center to C&K Heating and Cooling, Inc., Lebanon, IL in the amount of \$189,310.**
5. **Consideration of the recommendation to award the lowest responsible bid for instrumentation for test benches to Process Control Solutions, St. Louis, MO in the amount of \$71,350.**

**C. FY 2021 BUDGET CALENDAR**

1. **Consideration of the recommendation to approve the proposed budget calendar for FY 2021.**

**D. TUITION AND FEES FY 2021**

1. **Consideration of the recommendation to maintain the current tuition rate, the mandatory \$6 per credit hour information technology fee and the \$3 student services fee for FY 2021.**

**■ X. PERSONNEL, PROGRAMS AND SERVICES COMMITTEE REPORT**

**A. GRANTS**

1. **Consideration of the recommendation to accept grant awards.**

**B. AGREEMENTS**

1. **Consideration of the recommendation to approve agreements.**

**C. COURSE FEES**

1. **Consideration of the recommendation to approve new course fees.**

**D. RESIGNATIONS**

1. **Consideration of the recommendation to accept the following resignations:**

**Eboni Chism, Academic Advisor, effective close of business February 5, 2020;  
and**

**Alicia Hauer, Coordinator of Success Programs-SWGCC, effective close of  
business January 31, 2020.**

**E. APPOINTMENTS**

1. **Consideration of the recommendation to appoint the following:**

**Terrell Turner to the part-time grant-funded SWIC EE position of ATS Driver at an hourly rate of \$12.79 for up to 28 hours per week effective March 2, 2020 in accordance with the SWIC ATS IFT-AFT Local 6600 Salary Schedule;**

**Krista White to the part-time grant-funded SWIC EE position of ATS Reservationist at an hourly rate of \$10.58 for up to 28 hours per week effective March 2, 2020 in accordance with the SWIC ATS IFT-AFT Local 6600 Salary Schedule;**

**Micah Sexton to the full-time grant-funded SWIC EE position of Secretary, ATS at an annual salary of \$30,016 effective March 2, 2020 in accordance with the SWIC ATS IFT-AFT Local 6600 Salary Schedule;**

**Kelsey Huelsmann to the full-time administrative position of Office Manager, Schmidt Art Center, effective February 20, 2020 at an annual salary of \$48,000, salary grade 2, and subject to the provisions of the Personnel Procedures for Administrators;**

**Sarah Gruenewald to the full-time grant-funded SWIC EE position of Grant Specialist at an annual salary of \$31,947 effective March 2, 2020 in accordance with the SWIC Educational Employees IFT-AFT Local 6600 Salary Schedule;**

**Melinda Colbert to the part-time SWIC EE position of Success Center Computer Lab Assistant-SWGCC at an hourly rate of \$13.38 for up to 28 hours per week;**

**Adela McColpin to the full-time administrative position of Accountant I effective February 20, 2020 at an annual salary of \$50,000, salary grade 2, and subject to the provisions of the Personnel Procedures for Administrators;**

**Mikayla Wilson to the full-time administrative position of Accountant I effective February 20, 2020 at an annual salary of \$45,000, salary grade 2, and subject to the provisions of the Personnel Procedures for Administrators;**

**Michelle Que to the full-time administrative position of Accountant I effective March 2, 2020 at an annual salary of \$44,675, salary grade 2, and subject to the provisions of the Personnel Procedures for Administrators;**

**Jason Stroud to the full-time administrative position of Accountant II effective March 16, 2020 at an annual salary of \$61,000, salary grade 4, and subject to the provisions of the Personnel Procedures for Administrators;**

**Mark Andres to the full-time administrative position of Academic Advisor effective March 16, 2020 at an annual salary of \$40,500, salary grade 1, and subject to the provisions of the Personnel Procedures for Administrators;**

**Latrice Brimmage to the full-time administrative position of Academic Advisor effective March 16, 2020 at an annual salary of \$40,698, salary grade 1, and subject to the provisions of the Personnel Procedures for Administrators;**

**Kelsey Fritsche to the full-time administrative position of Academic Advisor effective March 16, 2020 at an annual salary of \$40,500, salary grade 1, and subject to the provisions of the Personnel Procedures for Administrators;**

**Tammy Shryock to the full-time administrative position of Academic Advisor effective March 16, 2020 at an annual salary of \$40,500, salary grade 1, and subject to the provisions of the Personnel Procedures for Administrators;**

**Brianna Hamann to the full-time administrative position of Academic Advisor effective March 16, 2020 at an annual salary of \$40,500, salary grade 1, and subject to the provisions of the Personnel Procedures for Administrators;**

**Ivy Word to the full-time administrative position of Academic Advisor effective March 16, 2020 at an annual salary of \$40,500, salary grade 1, and subject to the provisions of the Personnel Procedures for Administrators;**

**2. Consideration of the recommendation to hire the following:**

**ratification of hire of part-time faculty under emergency hire conditions for the Spring 2020 semester and continuing in accordance with the terms and conditions of the current collective bargaining agreement with the adjunct faculty:**

**Business Division**

**Abdelouahab Amor, Cisco, 01.27.20**

**James Lapointe, Cisco, 01.30.20**

**Technical Education**

**Josh Branch, Construction Management, 01.28.20**

**Sarah Ann Tyler to the part-time position of Paraprofessional Test Prep Class Instructor in Community Education for Spring 2020;**

**Sarah Ann Tyler to the part-time non-union position of Paraprofessional Test Proctor in Community Education for Spring 2020;**

**part-time faculty for the Spring 2020 semester and continuing in accordance with the terms and conditions of the current collective bargaining agreement with the adjunct faculty:**

**Arts and Humanities**

**Laura Miller, Communications, Languages and Philosophy, 03.20.20**

**Business Division**

**Darnacio Washington, Food Truck, 03.16.20**

**Health Sciences & Homeland Security**

**Justin Biggs, AOJ: DUI, Drug Recognition Expert, Firearms, Violent Crimes**

**Leland Rowland, AOJ: Crowd Control and Patrol Procedures**

**Nicholas Stewart, AOJ: Firearms, Traffic Stops & Scenarios**

**Technical Education**

**Cory Scott, Welding, 03.16.20**

**Bradley Wyatt, Welding, 03.16.20**

**F. SWIC EE POSITION CLASSIFICATION REVIEW**

1. **Consideration of the recommendation to assign SSS-082 to Grade 5 and adjust the salary of Bargaining Unit member Marilyn Quitmeyer to \$36,444 effective December 1, 2019 as defined in Article 15.D, Page 42 of the SWIC EE CBA.**

**G. REQUESTS TO CREATE AND TO ADVERTISE**

1. **Consideration of the recommendation to create and to advertise the full-time grant-funded SWIC EE position of Program Assessment Coordinator in the Adult Education Department and contingent upon the continued receipt of external funding.**
2. **Consideration of the recommendation to approve the New Program Staffing Plan and associated requests to create and/or to advertise program related positions.**

**H. RATIFICATION OF MONTHLY NOTIFICATION OF PART-TIME PERSONNEL**

1. **Consideration of the recommendation to ratify the actions concerning part-time and temporary faculty and staff according to Board Policy 3005, Recruitment, Selection and Appointment of Faculty and Staff.**

**XI. RESOLUTION APPROVING AMENDMENT TO EMPLOYMENT CONTRACT OF COLLEGE PRESIDENT**

**XII. EXECUTIVE SESSION TO DISCUSS PERSONNEL MATTERS (5 ILCS 120/2(c)(1)), COLLECTIVE BARGAINING (5 ILCS 120/2(c)(2)), AND/OR LITIGATION (5 ILCS 120/2(c)(11))**

**XIII. ACTION/S TAKEN AS A RESULT OF EXECUTIVE SESSION**

**XIV. REPORTS**

**A. PRESIDENT**

**B. ILLINOIS COMMUNITY COLLEGE TRUSTEE ASSOCIATION**

**C. BOARD ATTORNEY**

**XV. MISCELLANEOUS**

**XVI. ADJOURNMENT**

**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION APPROVING**  
**AMENDMENT TO EMPLOYMENT CONTRACT OF COLLEGE PRESIDENT**

**WHEREAS**, under Section 3-26(a) of the Illinois Public Community College Act, this Board of Trustees of Southwestern Illinois College, Illinois Community College District No. 522, is empowered to appoint a College President as chief administrative officer and to fix the compensation of that College President. 110 ILCS 805/3-26(a).

**WHEREAS**, on July 2, 2018, this Board of Trustees approved a Resolution Appointing College President and Approving Employment Contract, specifically appointing Nick J. Mance as College President, effective July 2, 2018, and approving an Employment Contract for President Mance.

**WHEREAS**, this Board of Trustees of Southwestern Illinois College, Illinois Community College District No. 522, and its President, Nick J. Mance, desire to enter into an the Amendment to Employment Contract attached hereto as Exhibit A.

**WHEREAS**, pursuant to Sections 3-65(b)(4) and 3-70(3) of the Illinois Public Community College Act (110 ILCS 805/3-65(b)(4); 110 ILCS 805/3-70(3)), as well as Illinois Community College Board Policy, this Board of Trustees of Southwestern Illinois College, Illinois Community College District No. 522, has provided public notice of the terms and conditions of the Amendment to Employment Contract attached hereto as Exhibit A by posting this Resolution with Exhibit A, along with the Agenda for the Meeting of the Board of Trustees of Southwestern Illinois College, Illinois Community College District No. 522, for February 19, 2020, in compliance with the Illinois Open Meetings Act (5 ILCS 120/1 *et seq.*).

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF SOUTHWESTERN ILLINOIS COLLEGE, ILLINOIS COMMUNITY COLLEGE DISTRICT NO. 522** that the Amendment to Employment Contract attached hereto as Exhibit A is hereby approved.

**PASSED AND APPROVED** by the Board of Trustees of Southwestern Illinois College, Illinois Community College District No. 522, on this 19<sup>th</sup> day of February, 2020.

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**Robert Morton**  
**Chairman, Board of Trustees**  
**Community College District No. 522**

ATTEST:

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**Beverly Fiss, Board Secretary**  
**Community College District No. 522**

**Southwestern Illinois College  
Community College District No. 522  
Amendment to Employment Contract – College President**

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This Amendment to Employment Contract (“Amendment”) is made and entered into on this 19<sup>th</sup> day of February, 2020 by and between the Board of Trustees of Southwestern Illinois College, Community College District No. 522, (“Board”) and Nick J. Mance (“Administrator”).

**WHEREAS**, Article XVIII of the Employment Contract between the Board and the Administrator (“Contract”), a copy of which is attached hereto and incorporated herein by this reference, provides that “[n]either this Contract nor any term or provision hereof may be changed, waived, discharged or terminated, except by an instrument in writing signed by both of the parties hereto.”

**WHEREAS**, the Board and Administrator desire to amend Article I, Section B of the Contract to extend the term of the Contract to and including December 31, 2023 as the expiration date.

**WHEREAS**, consistent with Illinois Public Act 101-10, §10-10 (effective June 5, 2019) amending Section 15-155 of the Illinois Pension Code (40 ILCS 5/15-155), the Board and Administrator desire to amend the limiting references of “3%” contained in Article I, Section C and Article XVI of the Contract to “6%”.

**WHEREAS**, the Board and Administrator desire to amend the title of Article V of the attached Contract to “INSURANCE/RETIREMENT BENEFITS.”

**WHEREAS**, the Board and Administrator desire to amend Article V, Section B of the Contract to provide for State Universities Retirement System (SURS) and 403B Retirement Plan benefits as follows:

“Effective July 2, 2018, the Board shall pay to the State Universities Retirement System (SURS) on behalf of Administrator all of the cost of his annual contribution of 8% of payroll compensation up to the SURS – Tier II maximum-earnings contribution limitation for the SURS pension benefit, thereafter shall pay 8% of Administrator’s payroll compensation beyond such maximum-earnings contribution limitation directly to Administrator’s 403B Retirement Plan, and shall pay to SURS on behalf of Administrator all of the cost of his annual contribution of 0.5% of payroll compensation for the SURS retiree health insurance benefit.”

**NOW, THEREFORE**, pursuant to Article XVIII of the Contract and in consideration of the mutual covenants and promises contained in the Contract and this Amendment, the Board and Administrator hereby agree to amend the Contract as follows:

A. Article I, Section B of the Contract is hereby amended to extend the term of the Contract to and including December 31, 2023 as the expiration date.

B. Article I, Section C and Article XVI of the Contract are hereby amended to change the limiting references of “3%” to “6%”.

C. Article V of the Contract is hereby amended to change the title to “INSURANCE/RETIREMENT BENEFITS.”

D. Article V, Section B of the Contract is hereby amended to provide as follows:

“Effective July 2, 2018, the Board shall pay to the State Universities Retirement System (SURS) on behalf of Administrator all of the cost of his annual contribution of 8% of payroll compensation up to the SURS – Tier II maximum-earnings contribution limitation for the SURS pension benefit, thereafter shall pay 8% of Administrator’s payroll compensation beyond such maximum-earnings contribution limitation directly to Administrator’s 403B Retirement Plan, and shall pay to SURS on behalf of Administrator all of the cost of his annual contribution of 0.5% of payroll compensation for the SURS retiree health insurance benefit.”

E. All other terms and conditions of the Contract not amended herein shall remain the same and in full force and effect through December 31, 2023.

IN WITNESS WHEREOF, the parties have executed this Amendment the date and year first above written.

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**Nick J. Mance**  
**President**  
**Southwestern Illinois College**  
**Community College District #522**

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**Robert Morton**  
**Chairman, Board of Trustees**  
**Southwestern Illinois College**  
**Community College District #522**

**DATE: February 19, 2020**

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**Beverly J. Fiss**  
**Secretary, Board of Trustees**  
**Southwestern Illinois College**  
**Community College District #522**

**Southwestern Illinois College  
Community College District No. 522  
Employment Contract – College President  
July 2, 2018 – June 30, 2021**

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This Employment Contract ("Contract") is made and entered into on this 2<sup>nd</sup> day of July, 2018 by and between the Board of Trustees of Southwestern Illinois College, Community College District No. 522, ("Board") and Nick J. Mance ("Administrator").

**I. EMPLOYMENT TERM AND COMPENSATION**

- A. The Board hereby appoints/employs the Administrator as Southwestern Illinois College, Community College District No. 522 (College) President at an annual salary of One Hundred Seventy Two Thousand Dollars (\$172,000.00) for Fiscal Year 2019 (July 1, 2018 to June 30, 2019), payable in normal payroll installments less any legally authorized deductions for the term of this Contract.
- B. The term of this Contract shall commence July 2, 2018 and expire on June 30, 2021, unless terminated sooner under Section XIV hereof.
- C. The Administrator's annual salary for the each subsequent fiscal year under this Contract shall be determined solely by the Board utilizing an allowable range of increase of zero to three percent (0 - 3%) over the prior contract year's salary. The Board's action to increase or otherwise change the Administrator's salary under this Section shall be in implementation of this provision of this Contract and shall not constitute or require an amendment to this Contract. It is provided, however, that if the Board increases the Administrator's salary, the Board shall not be considered to have amended the Contract, entered into a new Contract with the Administrator or in any way to have extended the termination date of this Contract.

**II. QUALIFICATIONS**

- A. The Administrator shall be, throughout the term of this Contract, fully qualified in all respects to hold the position assigned by reason of any applicable certification, licensing or other regulatory requirements.
- B. The Administrator is not at this date under Contract with any other entity, nor shall the Administrator enter into a contract with any other entity, for the term covered by this Contract or any other portion thereof, which would or might conflict with the Administrator's duties to the Board.
- C. This Contract is predicated upon the Administrator's representations regarding education and experience qualifications which, if false, shall automatically render this contract null and void.

**III. DUTIES**

This Contract is for such services as may be assigned by the Board pursuant to its Policy Manual, including but not limited to Board Policy 3030, or such additional duties as may be hereinafter specified and assigned by the Board for position of College President. The Administrator shall devote his best efforts and his entire time, attention and energy to the position to which he is assigned and to related administrative activities.

**IV. EXPRESS CONDITIONS**

The Administrator will not receive compensation until beginning contractual service for the Board. The Administrator agrees and understands that this Contract is subject to the provisions of the Illinois Public Community College Act (110 ILCS 805/1-1 *et seq.*) as may apply, and to all policies, rules and regulations which have been adopted or may be adopted hereafter by the Board, including but not limited to the SWIC Personnel Procedures for Administrators effective July 1, 2015, as may be amended at any time by the Board in its sole and absolute discretion, and same is incorporated herein by this reference. The Administrator acknowledges that during the term of this Contract, tenure is not acquired. The Administrator agrees and understands that, during the term of this Contract, the Administrator does not have the option to teach any classes and shall not become part of the faculty.

**V. INSURANCE BENEFITS**

- A. The Administrator shall be entitled to the same group insurance benefits as are extended to other administrators under the Personnel Procedures for Administrators effective July 1, 2015, as may be amended at any time by the Board in its sole and absolute discretion.
- B. The Board shall pay to the State Universities Retirement System (SURS) on behalf of the Administrator all of the cost of his annual contribution of 8.5% of payroll compensation.

**VI. AUTOMOBILE ALLOWANCE**

Due to necessity and/or convenience, the Administrator may choose from time to time to use his own automobile for College business. The Board shall provide the Administrator with an automobile allowance of Seven Hundred Fifty Dollars (\$750.00) per month.

**VII. TECHNOLOGY SUPPORT**

The Board shall provide the Administrator with the use of equipment and technology suited to the efficient performance of his duties and shall pay the Administrator Four Hundred Dollars (\$400.00) per month to support the use of such equipment and technology. Payment hereunder shall be considered in lieu of additional salary.

**VIII. EXPENSE ACCOUNT**

The Board shall provide the Administrator with Seven Hundred Fifty Dollars (\$750.00) per month for expenditure in furthering the best interests and goals of the College throughout the District, State and Country. Payment hereunder shall be considered in lieu of additional salary and not a reimbursement, so documentation will not be required. However, said amount does not include any travel expenses incurred while on College business, which shall be separately reimbursed upon submission of appropriate receipts.

**IX. PROFESSIONAL DUES**

The Administrator's dues for all local, state and federal professional organizations as related to the position of College President shall be paid by the Board.

**X. VACATION**

The Administrator shall be entitled to thirty (30) paid working days per year vacation, in addition to normal school holidays, for the term of this Contract. The Administrator's accumulated, unused vacation days shall be paid upon termination or retirement at his then current daily salary in accordance with Article III, Section G of the College's Personnel Procedures for Administrators effective July 1, 2015, as may be amended at any time by the Board in its sole and absolute discretion.

**XI. SICK LEAVE**

The Administrator shall be entitled to same sick day allowances as are extended to other administrators under the Personnel Procedures for Administrators effective July 1, 2015, as may be amended at any time by the Board in its sole and absolute discretion, currently 1.33 days per month. The Administrator's accumulated, unused sick days shall be paid upon termination or retirement at her then current daily salary in accordance with Article III, Section B of the College's Personnel Procedures for Administrators effective July 1, 2015, as may be amended at any time by the Board in its sole and absolute discretion.

**XII. PERSONAL LEAVE**

The Administrator shall be allowed five (5) days personal leave. Said personal days shall be non-cumulative, meaning that same must be taken within each fiscal year earned, or lost.

**XIII. NOTICE**

Any notice required to be given under this contract shall be deemed sufficient if it is in writing and sent by mail to the residence of the Administrator or the Chairman of the Board. In the event that the Administrator chooses to resign from the position prior to expiration of this contract, the Administrator shall provide at least six months of prior notice in writing to the Chairman of the Board.

#### **XIV. TERMINATION OF CONTRACT**

- A. This Contract may be terminated by the Board in accordance with the severance of employment provisions in Article II of the College's Personnel Procedures for Administrators effective July 1, 2015, as may be amended at any time by the Board in its sole and absolute discretion. Specifically, this contract may be terminated for cause in the event of:
1. insubordination;
  2. failure to sufficiently perform assigned duties;
  3. professional incompetence;
  4. disregard of administrative responsibilities;
  5. any serious violation of College policy or procedure;
  6. knowingly and intentionally failing to follow and/or enforce compliance with Board Policy, Administrative Procedures, and/or the Illinois Public Community College Act, as amended from time to time;

Upon finding that the Administrator committed one or more of the above, the Board may reprimand, suspend or terminate the Administrator.

- B. The Administrator's death, mental or physical total disability shall immediately terminate this Contract. As used herein, the term "total disability" shall mean the inability to perform normal duties as certified by a licensed physician (who may be appointed by the Board) and approved by SURS as qualifying for long-term disability payments.

#### **XV. ARBITRATION**

In the event of a dispute over this Contract, both parties agree to submit to arbitration. After it shall be determined that said parties cannot mutually agree, each party shall within five (5) days choose one arbitrator, and the two selected shall immediately convene and choose a third arbitrator within five (5) days after convening. If the two arbitrators cannot agree upon a third arbitrator, the parties agree that said arbitrator shall be selected by the American Arbitration Association.

After conducting such hearing as the three arbitrators deem necessary, a decision by at least two of them shall be binding upon the parties, and may be entered a judgment in any court of competent jurisdiction.

It is agreed by the parties that the expense of arbitration, including the transcript of evidence of any hearing, shall be equally born by the parties.

**XVI. COMPENSATION LIMITATION/PROHIBITION ON SURS EMPLOYER-CONTRIBUTION**

Notwithstanding any contrary provision in this Contract, the Administrator shall not receive compensation that contributes to cause and/or result in an increase in rate of earnings reportable to the State University Retirement System (SURS) in excess of three percent (3%) from the Administrator's reportable rate of earnings to SURS in the prior year, or otherwise contributes to cause and/or result in a salary rate increase in excess of three percent (3%) in the Administrator's final average salary, for purposes of calculating retirement benefits from SURS. To the extent that any provision of this Contract would result in the requirement/imposition of an employer contribution, penalty and/or additional liability/obligation of the College to SURS under Illinois law (ie. 40 ILCS 5/15-155(g) or such other similar statutory provision) and/or SURS Administrative Rules, such provision shall be construed to avoid any such employer contribution, penalty and/or additional liability/obligation of the College to SURS under Illinois law and/or SURS Administrative Rules.

**XVII. CONTROLLING LAW**

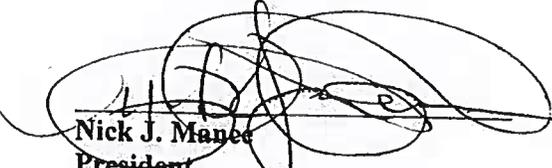
This Contract shall be interpreted and construed in accordance with the laws of the State of Illinois.

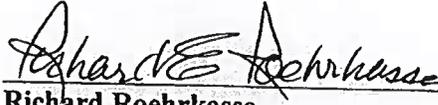
**XVIII. ENTIRE AGREEMENT/AMENDMENT**

This Contract constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and any and all prior correspondence, conversations or memoranda are merged herein; provided, however, that the Administrator remains subject to any and all provisions of the Board Policy Manual and the SWIC Personnel Procedures for Administrators effective July 1, 2015, as may be amended at any time by the Board in its sole and absolute discretion, that are not contrary to any provision of this Contract. Neither this Contract nor any term or provision hereof may be changed, waived, discharged or terminated, except by an instrument in writing signed by both of the parties hereto.

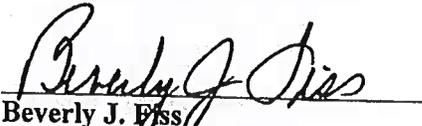
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IN WITNESS WHEREOF, the parties have executed this Contract the date and year first above written.

  
Nick J. Maner  
President  
Southwestern Illinois College  
Community College District #522

  
Richard Roehrkasse  
Vice-Chairman, Board of Trustees  
Southwestern Illinois College  
Community College District #522

DATED: July 2, 2018

  
Beverly J. Piss  
Secretary, Board of Trustees  
Southwestern Illinois College  
Community College District #522